

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, DECEMBER 27, 2021

Commissioners have resumed in person public meetings and continue to host the meetings via WebEx.

Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us.

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.

10:00 A.M. COUNTY COMMISSIONERS

Chairman Tompkins

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- f) **Public Hearing (Continued from December 6, 13 and 20, 2021:**
 - 1) To consider adoption of the 2022 Walla Walla County Budget
- g) **Action Agenda Items:**
 - 1) Resolution – Adopting the Final Budget for fiscal year 2022 for the various Walla Walla County funds
- h) **Consent Agenda Items:**
 - 1) Resolution - Minutes of County Commissioners' proceedings for December 20 and 21, 2021
 - 2) Resolution - Intergovernmental transfer of certain county property to Garfield County
 - 3) Authorize Chairman to sign General Service Contract Existing Customer between Pacific Power and Walla Walla County
 - 4) Authorize Chairman to sign Property Access Agreement between the City of Walla Walla and Walla Walla County and Lillie Rice Center
 - 5) Payroll action and other forms requiring Board approval
- i) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4235539 through 4235742 totaling \$1,775,014.26; 4235743 through 4235753 totaling \$5,663.83 (travel)
 - 2) Proposal 2021 12-27 CDD Approval to hire Building Inspector 1 at Grade 4C

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING
THE FINAL BUDGET FOR FISCAL
YEAR 2022 FOR THE VARIOUS
COUNTY FUNDS

RESOLUTION NO. 21

WHEREAS, the time has come to adopt the Final Budget for Walla Walla County for Fiscal Year 2022; and

WHEREAS, RCW 36.40.071 provides that a public hearing be held to receive public comment regarding the 2022 County Budget, with said properly advertised hearing opened on December 6, 2021 and continued until December 13, 2021 and December 20, 2021, at which time discussions continued; and

WHEREAS, RCW 36.40.050 provides that the County Commissioners shall examine the preliminary budget in detail, making any additions or revisions it deems advisable; and

WHEREAS, the Walla Walla County Commissioners have examined said 2022 Budget and have made revisions to same in order to balance expenditures with anticipated revenues; and

WHEREAS, RCW 36.40.080 provides that the Board of County Commissioners, upon the conclusion of the public hearing, shall fix and determine each item of the budget and shall, by resolution, adopt the budget as so finally determined and enter the same in detail in the official minutes of the Board, a copy of which budget shall be forwarded to the Division of Municipal Corporations and the State Auditor's office; now therefore

BE IT HEREBY RESOLVED by this Board of County Commissioners that the 2022 budgets for the following funds and in the amounts set forth for Revenue and Expenditures on following attachment "2022 Walla Walla County Budget", which is by this reference made a part hereof, are hereby adopted, and a detailed copy shall be placed on file in the County Auditor's Office.

BE IT FURTHER RESOLVED that this Board of Walla Walla County Commissioners resolves unto itself the power and authority to revise, delete and add any line items within any one of these budgets, all in accordance with applicable laws, necessary to keep expenditures within anticipated revenues.

Passed this 27th day of December, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

Constituting the Board of County Commissioners
of Walla Walla County, Washington

2022
WALLA WALLA COUNTY BUDGET

Fund #	Department/Fund Name	Beginning Fund Balance	Revenue	Expenditures	Ending Fund Balance	Total Budget
010	Current Expense	\$6,100,000	\$20,301,544	\$23,320,695	\$3,080,849	\$26,401,544
10100	Community Development	\$311,530	\$965,182	\$1,276,712	\$0	\$1,276,712
10200	Waste Management	\$60,000	\$26,000	\$26,000	\$60,000	\$86,000
10300	Emergency Management	\$134,952	\$277,955	\$323,873	\$89,034	\$412,907
10400	Sheriff's Block Grant	\$5,104	\$0	\$5,104	\$0	\$5,104
10500	Hotel/Motel Tax	\$300,000	\$175,000	\$150,000	\$325,000	\$475,000
10700	Juvenile Justice Center	\$475,000	\$1,941,408	\$2,258,346	\$158,062	\$2,416,408
10800	Law & Justice	\$2,200,000	\$2,850,000	\$3,256,007	\$1,793,993	\$5,050,000
10900	Auditor's M & O	\$325,000	\$86,120	\$111,700	\$299,420	\$411,120
10910	M&O County Portion	\$86,000	\$8,500	\$16,946	\$77,554	\$94,500
11000	Treasurer's M & O	\$20,000	\$52,226	\$52,226	\$20,000	\$72,226
11100	Pros Victim-Witness	\$138,500	\$120,173	\$145,452	\$113,221	\$258,673
11200	Public Health	\$500,000	\$4,249,172	\$4,435,864	\$313,308	\$4,749,172
11500	County Road	\$10,000,000	\$16,228,893	\$17,716,200	\$8,512,693	\$26,228,893
11800	Walla Walla Fair	\$375,000	\$1,836,250	\$1,803,183	\$408,067	\$2,211,250
11900	Human Services	\$710,417	\$1,739,490	\$1,868,052	\$581,855	\$2,449,907
12000	County Mental Health .01%	\$1,100,000	\$1,300,000	\$1,291,222	\$1,108,778	\$2,400,000
12100	Soldier's Relief	\$189,288	\$86,000	\$141,000	\$134,288	\$275,288
12200	Pros Child Support	\$20,000	\$296,385	\$296,385	\$20,000	\$316,385
12300	Fairgrounds Property	\$219,000	\$63,000	\$31,631	\$250,369	\$282,000
12400	Youth Special Services	\$90,000	\$289,758	\$289,758	\$90,000	\$379,758
12600	Mill Creek Flood	\$1,050,000	\$303,100	\$872,000	\$481,100	\$1,353,100
12700	StormWater Mgmt Util Dist	\$943,000	\$257,000	\$372,500	\$827,500	\$1,200,000
12800	WW Noxious Weed Control	\$150,000	\$34,200	\$55,700	\$128,500	\$184,200
13200	Election Equipment Res	\$260,000	\$31,000	\$90,000	\$201,000	\$291,000
13400	Reet Electronic Technology	\$125,000	\$20,200	\$20,200	\$125,000	\$145,200
13500	Trial Court Improvement Fund	\$165,000	\$258,158	\$246,378	\$176,780	\$423,158
13600	CE Retirement fund	\$40,000	\$37,906	\$45,000	\$32,906	\$77,906
13700	Sup Crt & Indgnt Def Emerg	\$230,000	\$200,000	\$150,000	\$280,000	\$430,000
13800	Current Expense Reserve	\$3,000,000	\$1,296,000	\$0	\$4,296,000	\$4,296,000
14600	Emergency Medical Services	\$50,000	\$216,895	\$216,895	\$50,000	\$266,895
14700	EMS Taxes	\$50,000	\$4,497,144	\$4,477,475	\$69,669	\$4,547,144
14800	911 Enhncd/PUB Com Bldg	\$0	\$664,102	\$664,102	\$0	\$664,102
15000	WWCo Public Fac Improv	\$4,300,000	\$750,000	\$1,100,000	\$3,950,000	\$5,050,000
15100	Community Outreach Fund	\$132,000	\$0	\$30,000	\$102,000	\$132,000
15200	Investment Pool	\$50,000	\$43,000	\$68,879	\$24,121	\$93,000
15300	CE Medical Insurance Reserve	\$327,000	\$0	\$327,000	\$0	\$327,000
15400	LEOFF I FUND	\$492,000	\$2,500	\$100,000	\$394,500	\$494,500
15600	County Treasurer Service Fund	\$11,600	\$0	\$0	\$11,600	\$11,600
16000	WWCo Low Income Housing	\$102,946	\$58,000	\$60,000	\$100,946	\$160,946
16100	Homeless Housing	\$400,000	\$455,000	\$392,034	\$462,966	\$855,000
16200	Affordable Housing	\$213,000	\$100,000	\$0	\$313,000	\$313,000
16400	ARPA - America Rescue Plan	\$4,100,000	\$5,900,959	\$10,000,959	\$0	\$10,000,959
19000	Jail Inmate Welfare	\$112,279	\$18,500	\$54,445	\$76,334	\$130,779
19100	Reward	\$0	\$1,000	\$1,000	\$0	\$1,000
19200	DARE/Great Programs	\$1,000	\$1,500	\$2,000	\$500	\$2,500
19300	Boating Safety	\$60,000	\$10,000	\$13,735	\$56,265	\$70,000
19400	Sheriff's Drug Investigative Fund	\$40,000	\$0	\$5,000	\$35,000	\$40,000
30000	Law & Justice Building	\$600,000	\$156,000	\$300,000	\$456,000	\$756,000
30100	Current Expense Building	\$2,400,000	\$1,510,000	\$1,627,000	\$2,283,000	\$3,910,000
30400	Fairgrounds Building	\$95,000	\$250,500	\$250,000	\$95,500	\$345,500
30500	Pub Comm Bldg Fund	\$49,000	\$10,000	\$15,000	\$44,000	\$59,000
30600	Capital Improvements Fund	\$1,050,000	\$105,000	\$175,000	\$980,000	\$1,155,000
31900	Human Services Capital Project	\$672,000	\$2,000	\$0	\$674,000	\$674,000
50200	Equip Rental Revolving	\$2,250,000	\$3,841,500	\$4,247,950	\$1,843,550	\$6,091,500
50300	Risk Management	\$550,000	\$771,927	\$914,331	\$407,596	\$1,321,927
50400	Unemployment Comp	\$5,500	\$115,000	\$115,000	\$5,500	\$120,500
50500	Technology Services	\$400,000	\$1,826,848	\$1,973,561	\$253,287	\$2,226,848
50600	Central Services Cap Fund	\$470,000	\$224,000	\$150,000	\$544,000	\$694,000
GRAND TOTAL APPROPRIATIONS		\$48,306,116	\$76,861,995	\$87,949,500	\$37,218,611	\$125,168,111

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERGOVERNMENTAL TRANSFER
OF CERTAIN COUNTY PROPERTY
TO GARFIELD COUNTY

RESOLUTION NO. 21

WHEREAS, RCW 36.34.020 authorizes Counties to sell to another governmental entity without a public hearing; and

WHEREAS, Garfield County and Walla Walla County executed an interlocal agreement in 2011 authorizing each party to purchase equipment from the other; and

WHEREAS, the above agreement describes the terms and conditions for which equipment may be sold; and

WHEREAS, the Walla Walla County Sheriff has determined that certain older Taser devices and accessories used by the Sheriff's Office have been replaced and are no longer in use; and

WHEREAS, the Garfield County Sheriff wishes to purchase the older Taser devices; and

WHEREAS, a description of the Taser devices and accessories and a sale price is attached to this resolution as Exhibit A; and

WHEREAS, the Board of County Commissioners have determined that the older Taser devices are not needed by Walla Walla County and may be sold to Garfield County, and

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners, as the county legislative authority, that they shall approve the sale of said Taser devices listed on the attached Exhibit A at the price shown on the attached exhibit to Garfield County. All equipment is sold "As-is."

Passed this 27th day of December, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

	Exhibit A	
Type	Description	SerialNumber
Taser	Taser, X2 Smart Weapon	X2900333F
Taser	Taser, X2 Smart Weapon	X290033RN
Taser	Taser, X2 Smart Weapon	X290033WR
Taser	Taser, X2 Smart Weapon	X290033C6
Taser	Taser, X2 Smart Weapon	X29003326
Taser	Taser, X2 Smart Weapon	X290033NF
Taser	Taser, X2 Smart Weapon	X290033AT
Taser	Taser, X2 Smart Weapon	X2900332N
Taser	Taser, X2 Smart Weapon	X290033NY
Taser	Taser, X2 Smart Weapon	X290033CM
Taser	Taser, X2 Smart Weapon	X290033WK
Taser	Taser, X2 Smart Weapon	X290033MY
Taser	Taser, X2 Smart Weapon	X290033CR
Taser	Taser, X2 Smart Weapon	X290033C9
Taser	Taser, X2 Smart Weapon	X2900337C
Taser	Taser, X2 Smart Weapon	X29003358
Taser	Taser, X2 Smart Weapon	X29003356
Taser	Taser, X2 Smart Weapon	X2900334M
Taser	Taser, X2 Smart Weapon	X29003321
Taser	Taser, X2 Smart Weapon	X290033V9
Taser	Taser, X2 Smart Weapon	X290033A1
Taser	Taser, X2 Smart Weapon	X290033CN
Taser	Taser, X2 Smart Weapon	X290033EF
Taser	Taser, X2 Smart Weapon	X29008F90
Taser	Taser, X2 Smart Weapon	X2900CTHK
Taser	Taser, X2 Smart Weapon	X2900CRVE
Taser	Taser, X2 Smart Weapon	X2900CTH1
Taser	Taser, X2 Smart Weapon	X2900CTD9
Taser	Taser, X2 Smart Weapon	X2900CTHA
Taser	Taser, X2 Smart Weapon	X2900CRWP
Taser	Taser, X2 Smart Weapon	X2900CRKX
Total Cost		\$4,900.00

(WA Jan2020)
Account #:42485801
Service ID #:811222411
Monthly

Justin Gibbs
C/C: 11546
Request #: 8026933
Contract #:

**GENERAL SERVICE CONTRACT
EXISTING CUSTOMER – ADDITIONAL CAPACITY
(1000 KVA OR LESS)
between
PACIFIC POWER
and
WALLA WALLA COUNTY**

This General Service Contract ("Contract"), dated December 2, 2021, is between PacifiCorp, doing business as Pacific Power ("Company"), and **Walla Walla County** ("Customer"), for electric service for Customer's Court House operation at or near 315 W Main St, Walla Walla, Washington.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Washington Utilities and Transportation Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 120/208 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 164 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$20,402.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$21,780.00, and the **balance due is \$21,780.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Advance if additional customers connect to the Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund twenty-five percent (25%) of the refundable Customer Advance allocable to the **shared** Improvements for three (3) additional applicants. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250 and waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$21,530.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months on the system improvements installed under this contract. Only New Revenues, revenues in excess of the existing **monthly** average revenue of \$2,326.00, are eligible for payment towards the facilities charge (Facilities Charge). The Contract Minimum Billing shall be: the **Customer's monthly bill**; plus, the **monthly** Facilities Charge of \$353.73 reduced by a credit of twenty percent (20%) of New Revenues up to the amount of the **monthly** Facilities Charge. Billings will be based on Rate Schedule No. 36 and superseding schedules.

Contract Minimum Billings for existing facilities will continue through their original contracted term. However the Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply the additional capacity (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the

failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. Customer Obligations. Customer agrees to:

- a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
- b) Prepare the route to Company's specifications;
- c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
- d) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. Special Provisions: None

9. Underground Facilities. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

10. Design, Construction, Ownership and Operation. The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE,**

AND SIMILAR WARRANTIES. The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

- 11. Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Washington Electric Service Rule No. 9.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Washington applicable to contracts executed in and to be wholly performed in Washington by persons domiciled in the State of Washington. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Washington, or state courts of the State of Washington, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

WALLA WALLA COUNTY

By _____
signature

NAME (type or print legibly)

TITLE

DATE

PACIFIC POWER

By _____
signature

Randy Swearingin

NAME (type or print legibly)

Manager

TITLE

DATE

Customer's Mailing Address for Executed Contract

ATTENTION OF

ADDRESS

CITY, STATE, ZIP

EMAIL ADDRESS

Pacific Power's Mailing Address for Executed Contract

650 E Douglas Ave

ADDRESS

Walla Walla, WA 99362

CITY, STATE, ZIP

EMAIL ADDRESS

Jill Munns

From: Walla Walla County Commissioners
Sent: Thursday, December 16, 2021 9:51 AM
To: Jill Munns
Subject: FW: Access Agreement - Lillie Rice Center
Attachments: Lillie Rice Center Access Agreement.pdf

NOTICE: All emails, and attachments, sent to and from Walla Walla County are public records and may be subject to disclosure pursuant to the Public Records Act (RCW 42.56)

From: Leah Rohan <lrohan@wallawallawa.gov>
Sent: Tuesday, December 14, 2021 4:04 PM
To: Walla Walla County Commissioners <wwcocommissioners@co.walla-walla.wa.us>
Cc: Leah Rohan <lrohan@wallawallawa.gov>
Subject: Access Agreement - Lillie Rice Center

You don't often get email from lrohan@wallawallawa.gov. [Learn why this is important](#)
Afternoon-

I am looking to have the attached access agreement signed by the County. 5 years ago when the original agreement was signed, I had to go to a commissioners meeting on May 22, 2017, so I'm assuming I'll need to do that again if you would please help me schedule that.

The City of Walla Walla currently has an access agreement with the Lillie Rice Center and the County that allows us to conduct indoor air monitoring within the building in the event we ever see landfill gas migrating from the neighboring landfill. We haven't seen any gas migration at this point, and we don't expect to as gas production should decrease as the waste ages, but we'd still like to have an agreement in place prior to ever needing it. We would contact the Lillie Rice Center first to coordinate a time for conducting the air monitoring and there should never be a need for us to be there without their knowledge.

Please let me know if you have any questions or need any additional information.

Thank you,

LEAH (FISK) ROHAN, P.E.

Environmental Engineer
PUBLIC WORKS DEPARTMENT
509.524.4712 (office)
509.386.9951 (cell)
wallawallawa.gov



A WONDERFUL PLACE TO
LIVE WORK PLAY

PROPERTY ACCESS AGREEMENT
THE CITY OF WALLA WALLA
AND WALLA WALLA COUNTY AND LILLIE RICE CENTER

This ACCESS AGREEMENT ("Agreement") is entered into by and among Walla Walla County, a Washington municipal corporation (the "County"), Lillie Rice Center, a Washington non-profit corporation ("Lillie Rice"), and the City of Walla Walla, a Washington municipal corporation (the "City"). This Agreement concerns real property located generally at 2616 East Isaacs Avenue in the City of Walla Walla (the "Property"). The County owns the Property and leases it to Lillie Rice. The City, County, and Lillie Rice are collectively referred to in this Agreement as "the Parties." For purposes of this Agreement, the term "the City" shall include the City's employees, agents, consultants, and contractors.

BACKGROUND

The City is conducting an on-going environmental assessment and monitoring project on the closed Tausick Way Landfill. As part of the project, the City intends to conduct monitoring on adjacent properties that have been identified in a previous study as having potential for landfill gas migration.

PURPOSE

The City, the County, and Lillie Rice are entering into this Agreement so that the City may enter upon the Property to perform environmental assessment and monitoring activities consisting of operation of landfill gas monitoring, indoor air monitoring, and (if necessary) mitigation equipment as needed and not less than once per year (the "Work"). The Work shall be undertaken at the City's sole cost and expense.

Specifically, the Work will include:

- Indoor air monitoring of the structures located on the Property. The need for indoor air monitoring is considered unlikely and will only be conducted if certain trigger levels for actions and response are encountered at gas monitoring locations on the Property. The monitoring, if needed, will be conducted upon request and in the presence of the on-site property manager.
- Parking, transport and use of vehicles, equipment, material, and personnel onto the Property.

GRANT OF ACCESS

The County and Lillie Rice, hereby grant the City permission to enter upon the Property to perform the Work for the term of 5 years (the "Term").

COMMITMENTS

In return for the Property Owner and Tenant granting the City access to the property to conduct the Work, the City agrees to the following:

- The City will give Lillie Rice or its respective designated representative reasonable notice before commencing any Work on the Property; Work will only commence with Lillie Rice's consent, which shall not be unreasonably withheld. Lillie Rice agrees to cooperate and coordinate reasonably with the City to facilitate the access contemplated by this Agreement.
- The City will, to the degree practicable, perform the Work in a way that minimizes interference with any ongoing uses or operations at the Property.
- Lillie Rice, or its designee, will have the opportunity to be present for any on-Property Work.
- Upon request, the City will provide the County and/or Lillie Rice with a copy of all reports associated with the Work.
- All physical monitoring structures constructed on the Property will be maintained by the City during the Term of Work, and will be removed by the City at the end of the Term or extension of Term.
- Neither the County nor Lillie Rice shall intentionally damage, modify, alter, or otherwise interfere with the monitoring probes or other associated implements installed and maintained by the City, and shall use reasonable efforts to report to the City any damage to such probes or implements within twenty-four hours of discovery. Other than intentional damage caused by the County or Lillie Rice, any damage to, unauthorized modification or alteration of, or other interference with the monitoring wells after installation shall be the City's sole responsibility. Subject to the terms of this paragraph, neither the County nor Lillie Rice shall be in any way liable for any damage to wells or any item connected with the drilling equipment.

INDEMNIFICATION

_____ The City shall be solely responsible for the health and safety of its employees, its consultants, and subcontractors while performing the Work on the Property. The City shall indemnify the County and Lillie Rice from personal injury or property damage claims only to the extent such claims arise from the City's negligent act or willful misconduct during performance of the Work on the Property. The County and/or Lillie Rice will provide prompt notice to the City in the event of such a claim.

CONDITIONS

The undersigned Parties specifically represent that they are authorized to execute this Agreement and that they have the rights and capacities to perform the acts contemplated by this Agreement.

This Agreement shall be assigned by the County or Lillie Rice in connection with any sale, assignment of lease, or sublease of the Property to the buyer, lease assignee, or sublessee of the Property. The County and Lillie Rice shall notify the City of the assignment of the Agreement before the close of the sale, assignment of lease, or commencement date of the sublease of the Property.

This Agreement represents the entire agreement between the Parties concerning Property access for the City, and supersedes all prior access negotiations, representations, or agreements, either written or oral between the Parties unless otherwise expressly stated.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, email, or sent by United States mail, first class.

TERM

This Agreement shall take effect as of the date both Parties have signed and dated it ("Effective Date"). Unless terminated sooner by mutual written agreement of the Parties, this Agreement shall expire on **December 31, 2026**.

~~Walla Walla County~~

Lillie Rice center (RD) The City of Walla Walla

Christine Daudt

Signature

Signature

Christine Daudt, ED

Name (Print)/Title

Name (Print)

2616 E. ISAAC ST W.W. 99362

Address

Title

12-14-2021

Date

Date

Walla Walla County

Signature

Name (Print)/Title

Address

Date

Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Board of County Commissioners
From: Lauren Prentice, Director
Prepared: December 22, 2021
Subject: Building Inspector Hiring

Proposal 2021 12-27 CDD

Hire Building Inspector 1 at Grade 4C with a start date of January 3, 2022 (\$48,048). Board approval is required for hiring at the C-level in the County's grading system.

Background/Summary

In November we advertised for the Building Inspector 1 and Senior Building Inspection positions. There were only four applications for both positions and one strong candidate dropped out after we scheduled an interview. I have completed interviews, checked references, and selected our top candidate.

The experience and skills of the selected candidate exceed the minimum hiring qualifications for this position. He has his Residential B1 Certification, which he obtained in the last few years intending to pursue a career as a Building Inspector after a successful career in winemaking locally. He obtained a BA in Architecture from the University of Washington, has experience working in construction as a Home Inspector, which he is currently doing.

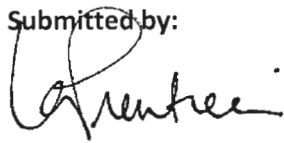
I am confident that his skills and experience will enable him to hit the ground running in this position and be a good fit. He has excellent written and verbal communication skills.

Cost and Source of Funding

In 2021 we budgeted \$52,900 for this position and have not filled it.

Due to the timing of the hiring process, the proposed start date is January 3, 2022.

Submitted by:



Lauren Prentice, Director
Community Development Department

Disposition:

☐ Approved
☐ Approved with modifications
☐ Needs follow up information
☐ Denied

Reviewed:

Shelly Peters, Human Resources/Risk Manager

Greg Tompkins, Chairman

COUNTY COMMISSIONERS (Continued)

- j) Miscellaneous business to come before the Board
- k) Review reports and correspondence; hear committee and meeting reports
- l) Review of constituent concerns/possible updates re: past concerns

a) Action Agenda Items:

- 1) Resolution – Signing an Interlocal Cooperative Agreement with Benton County
- 2) Resolution – Adopting a 2022 Business Plan for the Public Works Department
- 3) Resolution – Revising Rental Rates for equipment owned by the Equipment Rental and Revolving Fund

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER SIGNING AN
INTERLOCAL COOPERATIVE
AGREEMENT WITH BENTON
COUNTY

}

RESOLUTION NO. **21**

WHEREAS, pursuant to RCW 39.34 of the Revised Code of Washington local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis on mutual advantage; and

WHEREAS, it is in the best interest of Walla Walla County to work cooperatively with other governmental agencies; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that they do hereby enter into an Interlocal Cooperative Agreement with Benton County for purchasing, sales, general equipment and/or services through Department of Public Works and that the Chair of the Board shall sign same in the name of the Board.

Passed this 27th day of December, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

THE MATTER OF ADOPTING A
2022 BUSINESS PLAN FOR THE
PUBLIC WORKS DEPARTMENT



RESOLUTION NO. **21**

WHEREAS, the Public Works Department has deemed it important to outline its major objectives and associated programs in written form for the calendar year 2022; and

WHEREAS, a written form of said goals and programs will enable the Department to accomplish all work in a more efficient and effective manner; and

WHEREAS, the Public Works Department has created a Business Plan for calendar year 2022 which outlines work plans, schedules, other activities and an updated organizational chart for the Department for the upcoming year; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the Business Plan for the Public Works Department be adopted for calendar year 2022.

*Passed this 27th day of **December, 2021** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF REVISING
RENTAL RATES FOR EQUIPMENT
OWNED BY THE EQUIPMENT
RENTAL AND REVOLVING FUND



RESOLUTION NO. **21**

WHEREAS, the Equipment Rental and Revolving Fund (ER&R) was established according to the Revised Code of Washington (RCW) to provide a stable and dependable method of owning, maintaining, repairing and replacing County equipment; and

WHEREAS, the County Engineer has determined it is necessary to revise certain equipment usage rates owned for equipment owned by the Equipment Rental and Revolving Fund to operate the fund as designed; and

WHEREAS, the Board of Walla Walla County Commissioners has reviewed the rates as determined by the County Engineer; and

WHEREAS, the County Engineer will continue to monitor the ER&R Fund and equipment rental rates and recommend revisions as appropriate; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that rental rates for certain equipment owned by the Equipment Rental and Revolving Fund be set as shown on Attachment A, effective January 1, 2022.

Passed this 27th day of December, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

Attachment "A"
Proposed 2022 Equipment Rates

Vehicle Category	Description	21' Rate	22' Rate
03	Backhoes	\$36.80	No change
07	Chipspreaders	\$197.14	\$236.56
12	Copiers	\$0.10	No change
13	Distributors	\$155.78	\$143.07
14	Dozers	\$80.00	No change
15	Trucks - 2 CY Dump	\$14.18	No change
16	Trucks - 5 CY Dump	\$84.24	\$99.08
17	Forklifts	\$60.66	\$72.79
18	Front End Loaders	\$103.08	\$124.50
19	Trucks - 8-12 CY Dump	\$64.68	\$77.62
20	Graders	\$94.83	\$113.80
23	GPS	\$17.15	No change
25	Mowers	\$126.31	\$151.57
26	Paint Stripers	\$170.58	\$204.70
28	Pickups - 3/4 Ton	\$12.42	\$12.10
29	Plotters	\$350/month	No change
31	Radio Systems	\$43/month	No change
34	Sanders	\$25.62	\$24.91
35	Rollers - Patching	\$35.28	\$27.57
37	Trucks - Spray	\$44.50	\$39.67
41	Brooms - Truck Mount	\$54.80	\$43.84
43	Trailers - Rock Hauling	\$29.68	\$30.27
44	Total Stations - Leitz & Wild	\$6.20	No change
49	Total Stations - Robotic	\$17.15	No change
53	Air Compressor	\$11.40	No change
54	Brooms - Self Propelled	\$54.50	\$59.66
56	Pickups - CR View Van	\$83.87	\$100.64
57	Pickups - 1/2 Ton	\$16.87	\$15.14
58	Pickups - Flatbed	\$16.20	\$20.65
59	Rollers - Rubber/Steel	\$71.42	\$57.14
60	SUV/Sedans	\$2.94	\$5.15
61	Trailers - Utility Under 10 Ton	\$9.00	\$7.20
62	Trailers - Utility 10-30 Ton	\$63.44	\$76.13
63	Trailers - Utility Over 30 Ton	\$80.76	\$96.91
65	Trucks - Tractor	\$114.11	No change
67	Trucks - Sign w/Bucket	\$27.76	\$30.40
68	Trucks - Service	\$68.92	\$76.81

Vehicle Category	Description	21' Rate	22' Rate
69	Trucks - Sewer Jet	\$94.38	\$74.25
70	Trucks - Water	\$56.92	\$58.73
72	ATV/UTV	\$38.42	\$46.10
73	Pull Grader	\$23.44	\$22.24
74	Skid Steer Loader	\$60.86	\$73.03
76	Levels - Digital	\$6.00	No change
77	Pressure Washer - Shop	\$0.86	No change
79	Line Striper	\$6.50	No change
82	Drill	\$5.26	No change
83	Traffic Counters	\$20.00	No change
84	Network	\$1,944.62	No change
85	Grader Compactor	\$12.48	\$14.98
86	Printer/Copier, Black & White	\$362.65	No change
94	Crack Sealer	\$43.26	\$41.97
100	Drone, Survey	\$100.93	No change
104	Handheld GPS	\$27.00	No change
105	Daily Driver 1/2 Ton Pickup	\$12.61	\$19.55
106	Turf Mower	\$32.41	\$39.57

Other Departmental Vehicle Monthly Rates:		21' Rate	22' Rate
87	Health Department	\$1,577.48	\$1,565.58
88	Court Services	\$1,882.61	\$1,864.18
90	Commissioners	\$1,014.98	\$1,172.75
91	Assessor	\$1,438.36	No change
92	Sheriff	\$36,847.59	\$35,594.43
93	Coroner	\$673.00	No change
95	Community Development	\$1,452.52	\$2,276.19
96	Facilities	\$1,091.21	\$1,230.99
97	County Corrections	\$3,555.87	\$3,089.83
107	Fairgrounds	\$2,779.85	\$2,853.95

Explanation of Changes

Vehicle Category	Description	Regular Rate	Proposed New Rate	Explanation
01 - 106	Public Works			Equipment in these category's have been updated, If the equipment was over collected the rate was lowered.
				If the equipment was under collected the rate was raised.
92	Sheriff Office			2022 Fleet program resructure.
87 - 107	Other Departments			These Categories have been increased or reduced due to replacement update and vehicle transfers.

**Walla Walla County Public Works
990 Navion Lane
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 21 December 2021

Re: Director's Report for the Week of 20 December

Board Action: 27 December 2021

Agenda Action Items:

In the Matter of Signing an Interlocal Cooperative Agreement with Benton County

In the Matter of Adopting a 2022 Business Plan for the Public Works Department

In the Matter of Revising Rental Rates for Equipment Owned by the Equipment Rental and Revolving Fund

ENGINEERING:

- Arch Bridge (Apollo, Inc): Work will resume first of the year with pile driving for bridge foundation.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition and preparing plans and specifications.
- Peppers Bridge Road: Working on right of way acquisition.
- Lower Waitsburg Road: Working on design.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew – Running snow routes.
- North Crew – Running snow routes.
- Signs and Veg Crew – De-icing activity as needed.
- Garage – Routine service and repairs, winter prep and prepping new dump truck.

ADMINISTRATION:

- Completed Year-End Evaluations.
- Working on initial counseling's for 2022.

a) **Public Hearing:**

- 1) To consider declaring certain County equipment as surplus

b) **Action Agenda Items:**

- 1) Resolution – Declaring certain county property as surplus and disposing of same
- 2) Resolution – Approving Interlocal Cooperation Agreement between Walla Walla County and Columbia County

c) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF DECLARING
CERTAIN COUNTY PROPERTY
AS SURPLUS AND DISPOSING
OF SAME

}

RESOLUTION NO. 21

WHEREAS, the Board of County Commissioners of Walla Walla County, as the county legislative authority, has received from the County Technology Services (Central Services) Department a listing of various used equipment items, which are and have been the property of the County and which are proposed to be declared surplus, said list attached as "Attachment A" and by reference herein made a part hereof, and

WHEREAS, Chad Goodhue, Technology Services Department Director, has advised that the equipment as listed is either past end of technical life, damaged, no longer supported technically, or in a condition that would cost the county more to repair than replace, and as such, he is proposing to recycle suitable items and dispose of the other items, as none are deemed to have a resale value to the county; and

WHEREAS, pursuant to Walla Walla County Resolution No. 21 262, a public hearing date of December 27, 2021 was set to consider declaring said County property as surplus and disposing of same; and

WHEREAS, the Board of County Commissioners, as the county legislative authority, held a properly advertised public hearing on December 27, 2021 for the purpose of hearing testimony in favor of or in opposition to disposing of the aforementioned property; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they deem it in the best interests of Walla Walla County to declare said property as surplus and direct the Technology Services Department Director to dispose of the items as proposed.

*"Passed this **27th day of December, 2021** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."*

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

“Attachment A”

AssetTag	Type	Manufacturer	Serial
DCO64-3759	Workstation		
64-4973	Printer - Copier Large	KONICA MINOLTA	
6312	Workstation	Hewlett- Packard	MXL5071MG9
6314	Workstation	Hewlett- Packard	MXL5071MGB
5783	Workstation	Hewlett- Packard	MXL4041C74
6305	Workstation	Hewlett- Packard	MXL50723DV
64-1067	Printer - Copier Large	Sharp mfp	
6316	Workstation	Hewlett- Packard	MXL5081JYN
5203	Workstation	Hewlett- Packard	MXL250152H
5042	Workstation	Hewlett- Packard	MXL2431QH1
5678	Workstation	Hewlett- Packard	MXL34825LB
5059	Workstation	HP	
5785	Workstation	Hewlett- Packard	MXL4041C71
6013	Workstation	Hewlett- Packard	MXL4321784
6327	Workstation	Hewlett- Packard	MXL5383B30
6353	Workstation	Hewlett- Packard	MXL4430T7B
64-4267	Workstation	HP	2UA0280ZRW
64-4269	Workstation	Hewlett- Packard	2UA0280ZRX
64-4574	Workstation	Hewlett- Packard	MXL2041DCD
64-4575	Workstation	Hewlett- Packard	MXL2041DCG
Asset Tag	Workstation	Hewlett- Packard	MXL2041DCC
64-4576	Workstation	HP	
5541	Printer	HP	JB4LB40282
5368	Printer	HP	CNB9R39263
5950	Laptop	HP	5CG7210JNR

5786	Workstation	Hewlett-Packard	MXL41202SR
64-4565	Workstation	Hewlett-Packard	MXL1300FSH
5661	Printer	HP	
64-1713	Printer		
5598	Laptop	Apple	W89520WN644
64-3922	Workstation		
64-3940	Workstation	Hewlett-Packard	MXL8250VGC
5071	Monitor	HP	3CQ027N77F
5743	Monitor	HP	CN440504BG
5922	Scanner	Fujitsu	174230
64-3756	Scanner	Fujitsu	345310
6011	Workstation	HP	MXL432178C
69-4548	Media Converter	ATI	L13C215C
64-4796	Monitor	AOC	ABGB3OA003537
6407	Monitor	HP	6CM7091158
4512	Monitor	AOC	Q81AAHA305699
5450	Monitor	HP	3CQ149CH5M
64-4850	Monitor	AOC	ACZBAOA003518
6084	Monitor	HP	CN44480K8T
5728	Monitor	HP	CN43490ZYN
64-1889	Monitor	NEC	44193456GA
5372	Monitor	HP	CNC827PL3T
5656	Monitor	HP	3CQ149CGHC
64-4434	Monitor	HP	CNK8290TBX
5410	Monitor	HP	MXC90600X7
64-4838	Monitor	AOC	ACZBAOA003520
64-4785	Monitor	AOC	ABGB3OA003799
6428	Workstation	HP	8CG8090Q2V
64-4803	Monitor	AOC	ABGABO1000999
5946	Monitor	Dell	KR-081640-47602-02B-A2N7
5387	Monitor	HP	2ME0216551
5386	Monitor	HP	2ME0216552
5340	Monitor	Lenovo	V6-45253
5490	Monitor	HP	3CQ03305VZ
64-4571	Laptop	HP	CNU2021Z2L
64-3931	Laptop	HP	CNU80737RC
64-3932	Laptop	HP	CNU8073768
5048	Laptop	HP	
64-4271	Laptop	HP	CND03507K1

64-4274	Laptop	HP	CND0370QNF
69-3390	Scanner	Epson	E95W179889
	Scanner	Epson	JKDY507575
	Switch	ATI	S1DL82751B
64-4698	Laptop	HP	2CE221001S
64-4697	Laptop	HP	2CE221001R
	Switch	Netgear	FM9GA28DB009158
	Monitor	ViewSonic	EX93G04890
5508	Printer	Konica Minolta	A92G011004555
	Printer	Brother	U63274F4J721059
64-4678	Printer	Epson	S9DY0Z1243
	UPS	HP	3C83351942
	UPS	HP	3C83241659
	UPS	HP	3C83351934
6428	Workstation	HP	8CG8090Q2V
	Server Component	Cisco	FCH1651V18A
5997	Sophos Component	Sophos	NNG00140610179
5432	KVM	HP	2C42445FHZ
	Switch	Cisco	DNI163300BK
64-4050	Switch	Cisco	FOC1115Z317
64-4054	Switch	Cisco	FOC1150Y19E
	EMC DSM	EMC	APM00145226082
5424	Switch	Cisco	CAT1110ZHPL
64-2333	Switch	Cisco	CAT0828Z1AH
64-4225	Switch	Cisco	CAT1039ZGN5
5437	Switch	Cisco	CHK0637W0DW
64-4555	Server Component	HP	USE935N1H8
64-4554	Server Component	HP	
	UPS	HP	3C81130540
	UPS	HP	3C81111730
	UPS	HP	MX18330405
64-4014	Copier	HP	JPBC9CY0LL
64-4962	Copier	HP	JPBCBCC032
64-3626	Copier	Konica Minolta	31129623
6311	Workstation	HP	MXL5071MG7
5328	Workstation	HP	MXL2370SVV
6308	Workstation	HP	MXL5071MG8
7015	Workstation	HP	2UA80117GQ
7054	Workstation	HP	2UA8061J6D
5758	Workstation	HP	MJCVN48

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERLOCAL COOPERATION
AGREEMENT BETWEEN WALLA
WALLA COUNTY AND COLUMBIA
COUNTY



RESOLUTION NO. 21

WHEREAS, Walla Walla County has proposed an Interlocal Cooperation Agreement with Columbia County for GIS/MSAG services; and

WHEREAS, the agreement benefits the citizens of Walla Walla County; and

WHEREAS, the County Prosecuting Attorney has reviewed said agreement; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said agreement and will sign the same.

Passed this 27th day of December, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

Interlocal Cooperation Agreement

Pursuant to RCW 39.34.080 and other provisions of law, Columbia County and Walla Walla County hereby agree to cooperative governmental purchasing, sales, and provisions of equipment and services to each other on a reimbursable basis in accordance with the following terms and conditions.

PURCHASING

- I. Each party, in contracting for the purchase of goods and services, agrees to extend said contracts to the other to the extent permitted by law and agreed upon by the parties.
- II. Each party accepts responsibility for compliance with any additional or varying laws and regulations governing purchases by or on behalf of themselves.
- III. Purchases shall be effected by purchase order from the purchasing party directly to the vendor or party contracting to furnish goods or services. Payment shall not be passed from one agency through the other agency for forwarding to the vendor or furnisher of goods or services.
- IV. Neither party accepts responsibility for the performance of any purchasing contract they extend to the other.
- V. Neither party accepts responsibility to pay for goods or services purchased by the other.
- VI. Each party reserves the right to exclude the other from any particular purchasing contract with or without notice to the other.
- VII. Each party reserves the right to contract independently for the purchase of any goods or services with or without notice to the other.

SALES

- I. Each party may sell equipment or materials to the other to the extent permitted by law and agreed upon by the parties.

PROVIDING EQUIPMENT AND SERVICES

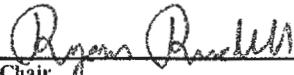
Each party agrees to furnish, upon it's sole discretion, equipment and services to the other in such amounts or for such amount of service as it deems appropriate.

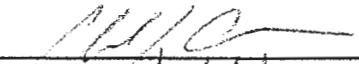
- I. It is hereby understood that the party furnishing goods and services shall be reimbursed for labor, equipment, materials and other related expenses as applicable at its adopted usual and customary rates. The furnishing party shall submit an itemized invoice of costs to the receiving party. The furnishing party shall receive reimbursement within 90 days of the invoice submitted date.
- II. To the extent permitted by law, the party receiving the services or goods shall protect, hold harmless, and indemnify the party providing such, and it's officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action including the cost of defense and attorney fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of it's own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this agreement, and will pay all judgements, if any, rendered. This obligation shall not include such claims, costs, damages, or other expenses which may be caused by the sole negligence of the providing agency's or their authorized agents or employees.

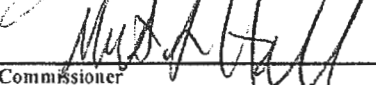
Any provisions, sales, or provision of equipment and services must be requested and approved in writing by the parties. Approval shall include costs, rate limits or such other information as to define the financial scope of the work.

This agreement shall continue in force until canceled by either party, which cancellation may be effected with written notice to the other party.


Columbia County


Chair


Commissioner


Commissioner

Approved as to form


Prosecuting Attorney

Walla Walla County

Chair

Commissioner

Commissioner

Approved as to form

Prosecuting Attorney

a) Action Agenda Items:

- 1) Resolution – Approving Agreement No. 20-05 between Walla Walla County
Department of Corrections and Trilogy Recovery Community

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
WALLA WALLA COUNTY
CORRECTIONS DEPARTMENT
AGREEMENT NO. 20-05 WITH
TRILOGY RECOVERY COMMUNITY

RESOLUTION NO. **21**

WHEREAS, the Walla Walla County Corrections Department wishes to contract with Trilogy Recovery to share in recovery resources available within Walla Walla County; and

WHEREAS, the Facility wishes to support recovery efforts for inmates starting while incarcerated utilizing the Custody to Recovery Program implemented by Trilogy; and

WHEREAS, said County Grant Agreement was submitted to the County Prosecuting Attorney and County Personnel/Risk Manager for review; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve Service Agreement No. 20-05 and shall sign the same.

Passed this 27th day of December, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

Constituting the Board of County Commissioners
of Walla Walla County, Washington

AGREEMENT NO. 20-05

Trilogy Recovery Community, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), and Exhibit B (Compensation & Fee Schedule), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the date signed by last party to sign, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate December 31, 2022.

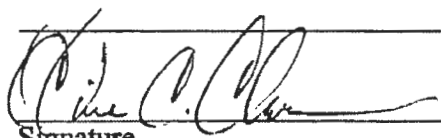
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed the amount listed in Exhibit B (Compensation).

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of December, 2021.

CONTRACTOR:

Trilogy Recovery Community
Gina Caprice Clarke, Executive Director



Signature

Mailing Address:
120 E Birch St., Suite 14
Walla Walla, WA 99362

Business Tax ID: 32-0303794

WALLA WALLA COUNTY:
Board of County Commissioners

By

Chairman

Commissioner

Commissioner

Approved as to Form Only:

Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Wage Standards:

Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:

Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra

expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

14. Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

20. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is

due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing,

signed by the parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

The Contractor shall have Professional Liability insurance in the following amounts:

\$1,000,000 Minimum, Each Occurrence
\$2,000,000 Minimum, Annual Aggregate

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

32. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

34. Conflict of Interest. Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
35. Background Checks: The contractor, contractor's employees, any authorized subcontractors or subcontractor's employees must pass criminal background checks to the satisfaction of Walla County prior to beginning work. If background checks are not passed, the County may terminate this agreement.

PERSONAL SERVICE CONTRACT

Exhibit A

Scope of Services

County's Responsibilities

1. County shall post information on its Securus Kiosk System and in Living Units on how interested inmates can attend virtual peer recovery support sessions. The Jail Commander or designee shall respond to inmate requests for C2R information and refer name to Health Services Unit for consideration.
2. Health Services Unit shall vet names forward by Jail Commander and advise Commander whether inmate meets SUD criteria. Jail Commander shall insure that any inmate referred to C2R is CJTA-eligible.
3. County shall provide to Contractor names of those individuals in custody at the Walla Walla County Corrections Department Jail requesting to participate in the Custody to Recovery (C2R) program.
4. County shall provide the necessary telehealth meeting space for all virtual services rendered by Contractor. Office and meeting space shall facilitate confidentiality and privacy to the extent possible.
5. County will schedule virtual peer recovery support appointments between approved inmates and Trilogy.
6. For CJTA eligible individuals in need of SUD services allowed under the Criminal Justice Treatment Account, the County shall collaborate and consult with Contractor to prioritize services based upon risk and need.
7. County will accept TRC reference materials approved by the Jail Commander and ensure those materials are delivered to inmates participating in C2R in a timely manner.
8. Jail Commander shall coordinate established release dates with Trilogy so that community engagement between released inmate and Trilogy is as seamless as possible.
9. County shall submit Quarterly Progress Reports and Quarterly Revenue and Expenditure Reports to HCA as required.

Contractor's Responsibilities

1. Contractor shall facilitate two virtual recovery support group meetings weekly to engage CJTA eligible inmates in recovery, share recovery resources and coordinate continuation

of recovery support services upon release to the community. Participants of this group will be identified and referred by the County.

2. Contractor will coordinate scheduling of two virtual recovery support group meetings weekly.
3. Contractor shall promote and support recovery for CJTA inmates.
4. Contractor shall coordinate continuation of recovery support services for CJTA eligible inmates upon release from jail custody with inmates and their natural and provider supports.
5. Contractor shall provide Recovery Peer Support services for CJTA-eligible individuals seeking recovery from SUD in the community.
6. Contractor shall provide Community Outreach for CJTA-eligible individuals seeking recovery from SUD also in a community-based setting. Community Outreach includes Contractor coordination with District and Superior Courts, the State Department of Corrections Community Field Office (Probation), and other stakeholders and agencies serving CJTA-eligible individuals working towards recovery from SUD. Community Outreach also includes some case management of participating clients.
7. Contractor shall submit Programmatic Treatment Reports to the Health Care Authority relevant to the services and individuals served as required by the CJTA contract between the County and HCA.

PERSONAL SERVICE CONTRACT

Exhibit B

*Compensation & Fee Schedule

Peer Based Recovery Support Services:	\$60.00/hour
Community Outreach Services:	\$60.00/hour
10% Administrative Fee	Based on Hourly Rate Invoiced Monthly

- The maximum number of service hours Contractor may bill County is ten (10) hours per work week.

a) Action Agenda Items:

- 1) Proposal 2021 12-27 Maint-1 On Call Snow Removal Contract from parking lots and drives (snow removal from buildings excluded)
- 2) Proposal 2021 12-27 Maint-2 Approval of Bid award for elevator contract

b) Department update and miscellaneous

**11:15 DEPARTMENT OF COMMUNITY HEALTH/
BOARD OF HEALTH**

**Dr. Kaminsky
Nancy Wenzel**

- a) COVID-19 update and miscellaneous**

11:30 COUNTY COMMISSIONERS

- a) Exit audit meeting with State Auditor's Office representatives re: 2020 County Audit (accountability, financial and federal audit components)
- b) Miscellaneous business to come before the Board

12:00 RECESS

a) Department update and miscellaneous

b) **Active Agenda Items:**

1) Possible discussion/decision re: any pending claims against the County

c) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)) and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

1:45 PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a)** Miscellaneous business for the Board
- b)** Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))

2:00 COUNTY COMMISSIONERS

- a) Miscellaneous business to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.