

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, NOVEMBER 1, 2021

Effective July 12th, 2021 Commissioners will resume 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) Introduction of new county employees (this is scheduled for the first meeting of each month)
- f) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- g) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners’ proceedings for October 25 and 26, 2021
 - 2) Resolution – Cancelling County Commissioners’ Sessions of November 29 and 30, 2021
 - 3) Resolution –Appointment to the Walla Walla County Accessible Communities Advisory Committee (ACAC)
 - 4) Resolution – Setting a date of Public Hearing to consider amendments to the 2021 Walla Walla County Budget
 - 5) Resolution – Setting a hearing date to consider adoption of the 2022 Walla Walla County Budget
 - 6) Authorize Chairman to execute documents related to sale of 3420 Mill Creek Road to Fire District 8
 - 7) Payroll action and other forms requiring Board approval

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER CANCELLING
COUNTY COMMISSIONERS'
SESSIONS OF NOVEMBER 29
AND 30, 2021

RESOLUTION NO. 21

WHEREAS, due to the lack of a quorum on the regularly scheduled, Board meeting days, of November 29 and 30, 2021; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the regularly scheduled Board meetings on November 29 and 30, 2021 be cancelled.

BE IT FURTHER RESOLVED that the next regular meeting of the Board will be held on December 6, 2021.

*Passed this 1st day of **November, 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 APPOINTMENT
TO THE WALLA WALLA COUNTY
ACCESSIBLE COMMUNITY
ADVISORY COMMITTEE (ACAC)



RESOLUTION NO. **21**

WHEREAS, a Walla Walla Accessible Community Advisory Committee (ACAC) has been established by the Walla Walla County Commissioners; and

WHEREAS, the ACAC includes a representation of people who experience a broad range of disabilities (hearing, vision, mobility, speech and cognitive limitations), family members of a disabled person and representatives from disability-related organizations, or educational institutions knowledgeable about a variety of disabilities; and

WHEREAS, the ACAC seeks a committee of 12-15 people and will accept applications and recruit for vacant positions on an ongoing basis until all seats are filled; and

WHEREAS, the ACAC received an application and formally recommends Angie Peters to serve on the ACAC, with a term of appointment of three (3) years; and

BE IT RESOLVED, by this Board of Walla Walla County Commissioners, that the above-named individual be appointed to the Accessible Community Advisory Committee, with said term of appointment of three (3) years.

*Passed this 1st day of **November, 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*

WALLA WALLA COUNTY
APPLICATION FOR ACCESSIBLE COMMUNITIES ADVISORY COMMITTEE APPOINTMENT

To be completed by Applicant:

Name: Angie Peters
Address: 1401 West Rose Street
Walla Walla, WA 99362
(Must Reside in Walla Walla County)

Telephone: (Home) 541-663-7144
(Work) 509-525-9140
(Cell) 541-663-7144
(e-mail) angie@valleytransit.com

Briefly describe your interest in participating in the Accessible Communities Advisory Committee (ACAC):

Both as a public transportation provider and as a private citizen, I am
passionate about providing access and opportunity to everyone. Accessibility
is a key component to reaching that outcome

Membership in state, local or regional disability organizations: I am not formally a member
of any other group but I do try to attend Washington State
Disability Inclusion Network (DIN) meetings as often as possible

Special Skills: ADA Requirement Training, Project Management, Grant Writing

Do you have a disability? If yes, please specify: _____ Yes ☐ No ☒

Do you have family members with a disability? If yes, please specify: mobility impairment Yes ☐ No ☒

Will you need accommodation due to a disability? due to broken spine Yes ☐ No ☒

If yes, please provide a brief description of the accommodation requested:

Previous Employment or Volunteer Experience: Last Employer: Northeast Oregon Public Transit/Community
Connection of Northeast Oregon, Inc. / Volunteer Experience: Shelter From the Storm Board,
Union County Warming Center Board & shift volunteer, Vaccine Clinics, Rotary Projects, Blue Zones

Present Occupation and Employer: Valley Transit, General Manager

Education (High School/College, location, degree): Eastern Oregon University, La Grande,
OR Theatre: playwrighting Bachelor of Science

Voluntary Information (to assure broad representation of the community):

Race/Ethnicity: White / non-latino Sex: Female Date of Birth: 5/27/88

Angie Peters
Signature

9/22/21
Date

PLEASE RETURN TO: Walla Walla County Commissioners' Office, Public Health and Legislative Building, 314 West Main/P.O. Box 1506, Walla Walla, WA 99362, or email to wwcocommissioners@co.walla-walla.wa.us, or Department of Community Health, 314 West Main, Rose Street Entrance/P.O. Box 1753, Walla Walla WA 99362.
APPLICATION DEADLINE: Friday, March 1, 2019.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING DATE TO CONSIDER
ADOPTION OF THE 2022 WALLA
WALLA COUNTY BUDGET

RESOLUTION NO. **21**

BE IT RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to RCW 84.52.070 a public hearing to consider adoption of the 2022 Walla Walla County Budget shall be set for Monday, December 6, 2021, at the hour of 10:00 a.m., or as close thereto as possible, in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla.

WHEREAS, the public may participate in the hearing in person or by attending through the following options:

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

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

BE IT FURTHER RESOLVED that copies of said budget shall be available from the office of the Walla Walla County Auditor or the county website.

*Passed this 1st day of **November, 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*

COUNTY COMMISSIONERS (Continued)

h) Action Items:

- 1) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$_____ (payroll draws dated October 15, 2021);
_____ through _____, totaling \$_____ (October payroll);
_____ through _____ totaling \$_____ (benefits and deductions)
- 2) Proposal 2021 11-01 Fair Approval to award bid for Walla Walla County Fairgrounds Fence Replacement Project
- 3) Resolution – Approving out of state travel for Fairgrounds Manager and Fair Board Members (Nevada)
- 4) Proposal 2021 11-01 EconDev – Port Approval of release of Port of Walla Walla Economic Development Sales Tax Fund monies to the City of Waitsburg for the Millrace Grade Improvement Project
- 5) Resolution – Approving Walla Walla County Corrections Department Criminal Justice Treatment Account (CJTA) Local Plan

i) Miscellaneous business to come before the Board

j) Review reports and correspondence; hear committee and meeting reports

k) Review of constituent concerns/possible updates re: past concerns



MEMO

Date: 10-25-2021

Proposal ID. 2021 11-1 Fair

To: WWBOCC

From: Greg Lybeck, Fairgrounds Manager

Intent – To hire Smith Brothers Landscaping for the Tietan Fence Project

Topic – Smith Brothers Landscaping

Summary – On October 13, 2021, we sent 6 bid requests out for the Tietan Fence Project. The project involves removing existing fencing and replacing it as well as new gate locations. See attached scope of work sent with bid requests as well as list of companies the bid request was sent to. Bids closed on October, 22, 2021 at 10:15 AM.

- Upon closing, we received notice that only one company had submitted a bid, which is Smith Brothers Landscaping. Bid attached.

Cost- The bid submitted sets cost at \$61,027.56.

Funding – The project will be funded with \$57,000.00 from 301 and \$4,027.56 from 118.

Alternatives Considered- N/A

Acquisition Method- Through the bid process.

Security - NA

Access -NA

Risk –

Benefits – The benefits will be improving the safety and access off Tietan Street to the Fairgrounds as well as improve the physical and visual image of the Fairgrounds.

Conclusion/Recommendation- I am recommending that the Commissioners approve the hiring of Smith Brothers Landscaping for the Tietan Street Fence Project.

Submitted By

Disposition

Greg Lybeck Fairgrounds

____ Approved

Name Department Date

____ Approved with modifications

____ Needs follow up information

Signature

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

Company	Address	City	State	Zip	Phone	Contact	Email	Website
Nelson Construction Corp.	P.O. Box 794	Walla Walla	WA	99362	(509) 526-5249	Cruz Castillo	cruz@nelson-corp.com	www.nelson-corp.com
Premier Excavation, Inc.	306 E. B Circle	Pasco	WA	99301	(509) 546-0144	Eric Waldron	ericw@premexc.com	www.premexc.com
Smith Brothers Industries, LLC	2008 Dell Avenue	Walla Walla	WA	99362	(509) 529-4584	Kevin Smith	kevin@smithbrotherslandscaping.com	
John's Excavating & Paving	167 S. Gose Street	Walla Walla	WA	99362	(509) 529-5790	John Allesio	jexcavatingpaving@yahoo.com	
Don Jackson Excavation LLC	52967 Sunquist Road	Milton-Freewater	OR	97862	(509) 520-6613	Don Jackson	don@donjacksonexcavation.com	www.donjacksonexcavation.com
Jackson Contractor Group	PO Box 2029	Walla Walla	WA	99362	(406) 524-8585	Rylan Oakland	rylano@jacksoncontractorgroup.com	www.jacksoncontractorgroup.com

Walla Walla County Fairgrounds
Fence Replacement
363 Orchard St
Walla Walla, WA 99362

13 Oct 2021

Walla Walla County Fairgrounds is requesting bids utilizing the limited public works procedures (resolution 16-221) to remove and replace existing fence on Tietan St. along the edge of the Walla Walla County Fairgrounds. Any questions regarding this bid request and contractors wanting to make an onsite inspection need to contact the Fair Manager, Greg Lybeck by phone at 509-520-3247 prior to **October 21, 2021.**

The proposed project scope of work to be completed will need to include, but not limited to the following:

Removal of existing chain link fence from Fairgrounds Gate 7 across from Walla Walla Builders Supply to the corner of Stevens St. and Tietan St. as shown on Attachment A in red.

Installation of approximately 1040 feet of 6-foot-tall vinyl coated chain link fencing with top rail and tension wire at the bottom along same path. Contractor is responsible to verify exact length.

Installation of Gates as shown on Attachment A in blue to include 1 - 8' swing gate, and 4 - 10' swing gates, black to include 1 - 10' cantilever gate, 1 - 20' cantilever gate.

Newly installed fencing should conform to the following requirements:

- Fence posts evenly spaced with a maximum of 10 feet between fence posts.
- Line posts should be buried a minimum of 24 inches and have a concrete footing of at least 10" diameter with 6 inches of gravel below post and footing. Concrete shall be 3000psi.
- Fencing will be 9 gage black vinyl coated chain link fence with 2" mesh, twist on top, and knuckle on bottom. If black vinyl is not available galvanized fencing can be used with written approval from Walla Walla Fairgrounds.
- Tension line will be 6 gage black vinyl coated steel wire. and run from terminal posts and corner posts along all straight sections of fencing.

- Top rail will be black vinyl coated steel 1 5/8-inch outer diameter and be just below the top of the twist end of the chain link fence.
- Line posts will be 2-3/8 inches outer diameter black vinyl coated steel.
- Terminal, end, gate, or corner posts shall be 4 inches.
- Terminal, end, or corner posts should be buried a minimum of 48 inches and have a concrete footing of at least 12" diameter with 6 inches of gravel below post and footing. Concrete shall be 3000psi
- All gates will be steel and black vinyl coated or painted black to match the attached vinyl fencing. Steel Frame will be 1 7/8-inch outer diameter. Mesh will match that of the fence.
- Fencing Install must be complete prior to **December 31, 2021.**

The bid will need to include all equipment and materials, labor at prevailing wage rates, any required permits, and plan fees, tax and all other related costs to complete the project. After the bid is awarded to the Contractor, the contractor will work with the Facilities Manager on the approximate start date. After award, the contractor will execute a standard form County Limited Works Contract with the County. The standard form contract is available on request. The contractor warrants and guarantees to the County that all work will be performed in a workman like manner, and within the timeframe, in accordance with all City, County, and State building codes and will not be defective. Work is defective if it is unsatisfactory, faulty, or deficient in that it does not conform to these specifications, or does not meet the requirement of any inspection, reference standards, test and/or approval of the County. The contractor will comply with all applicable provisions of RCW 39.12, in regard to making sure that prevailing wage rates are paid to complete this project. The contractor shall be liable for any and all damages caused by the contractor to the County's premises. All bids must include and list all costs in regard to: All applicable permits, plan fees and **state sales taxes**. Prior to the contractor starting the work, the contractor will supply the County with copies of the applicable permits, plan fees, intent to pay prevailing wage rates, including certification of compliance with wage payment statutes, and all other requested documentation. Payment for the project will be made after the completion, and onsite review and approval of all work listed within this request. All paperwork required by the State of Washington in regard to submitting intent to pay prevailing wage, submission of actual payroll reports, and other permits and/or plan fees must be completed and provided to the County prior to payment for this project. Walla Walla County reserves the right to reject any, and all bids received for this project.

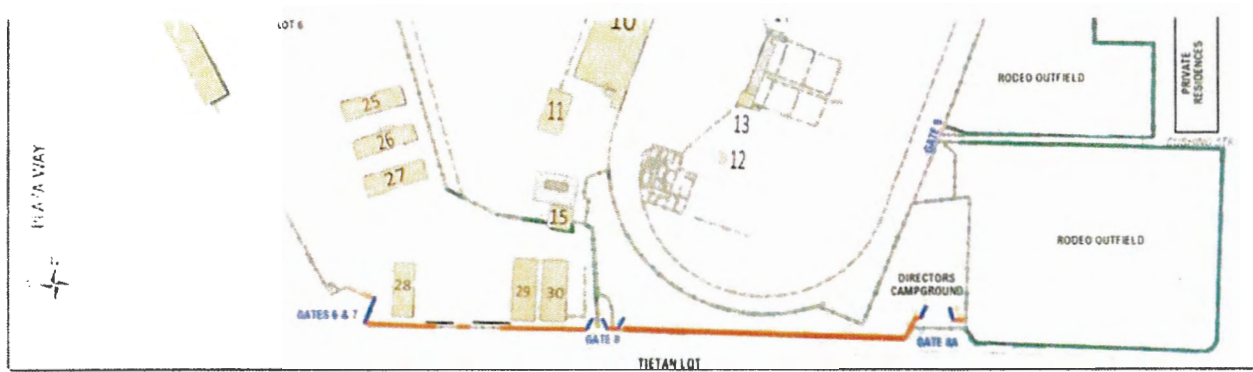
The Contractor must submit a Walla Walla County small work questionnaire with the bid, or be on the current small work roster, **and all bidders must complete the Certification of compliance with Wage Payment Statutes, which must be submitted with the bid. Contractors have met RCW 39.04.350 training requirements or be exempt from training requirements as shown by Labor and Industries' records prior to award.**

All bids must be delivered to the Commissioners' Office located at 314 West Main Street, Walla Walla, WA 99362, located on the second floor of the building by 10:15 on October 22, 2021. Bid may also be submitted, prior to the deadline, via fax at 509-520-3247 or by email at bids@co.walla-walla.wa.us. Please mark on the front of the envelope, the cover page of the fax or the subject line on the email "Fairgrounds Fence Replacement".

After an award is made, the bids shall be open to public inspection and available by electronic request.

Contact Information: Fairgrounds Manager, Greg Lybeck, 509-520-3247 or glybeck@co.walla-walla.wa.us

Attachment A





Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date October 13, 2021 the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Smith Brothers Industries, LLC
Bidder's Business Name

[Signature]
Signature of Authorized Official*

Kevin C. Smith
Printed Name

Owner
Title

10/16/2021 Walla Walla WA.
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ LLC ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Smith Brothers Lawn Care & Landscape

A Division of Smith Brothers Industries, LLC

PO Box 415, College Place, WA. 99324
Office/Fax – 866-586-5801
Cell- 509-386-6836
kevin@smithbrotherslandscaping.com
Contractor # SMITHBI976LS

Project Address: Walla Walla Fairgrounds Fence Replacement

Price below includes all labor & materials to complete the following:

- 1. Chain link fence removal, disposal and installation per the attached RFP and map received from the Fairgrounds.**
- 2. Price includes all applicable permits, fees, prevailing wage.**
- 3. Price below includes state/county sales tax**

Price - \$61,027.56

K. Smith - owner

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVING OUT OF STATE
TRAVEL FOR FAIRGROUNDS
MANAGER AND FAIR BOARD
MEMBERS (NEVADA)



RESOLUTION NO. 21

WHEREAS, Fairgrounds Manager Greg Lybeck has requested out of state travel for himself and Walla Walla Fair and Frontier Days Board of Directors Charlie Barron, Kevin Smith, Darren Goble, and Bill Jordan to attend the Professional Rodeo Cowboys Association (PRCA) Convention and Trade Show held in Las Vegas, Nevada, November 29 through December 2, 2021; and

WHEREAS, pursuant to County policy, an employee Travel Authorization form has been submitted for review and consideration;

WHEREAS, Mr. Lybeck has advised that no County funds will be used for associated travel costs; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel as outlined above is approved.

BE IT FURTHER RESOLVED that additional time to travel to or from said event, if needed, is also approved.

*Passed this 1st day of **November, 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*

Date: _____



2021 SCHEDULE

MONDAY - NOVEMBER 29

Registration Desk Open | 12:00 - 4:00pm

- South Point Hotel Convention Desk

Trade Show Setup | 12:00 - 4:00pm

- South Point Hotel Exhibit Hall

14th Annual Wrangler Gold Buckle Gala | 6:00 pm

- South Point Hotel Grand Ballroom (ProRodeo Hall of Fame)

TUESDAY - NOVEMBER 30

Registration Desk Open | 7:00am - 4:30pm

- South Point Hotel Convention Desk

State of the PRCA | 8:00 - 9:00 am

- South Point Hotel Grand Ballroom

PRCA Convention Breakout Sessions | 9:00am - 12:00 pm

- South Point Convention Center

Contract Personnel Trade Show | 12:00 - 4:30pm

- South Point Hotel Exhibit Hall

CP Meeting: Stock Contractor | 12:30 - 2:00pm

- South Point Hotel Showroom

2021 NFR Welcome Reception | 6:00pm

- South Point Hotel Grand Ball Room

WEDNESDAY - DECEMBER 1

Registration Desk Open | 7:00am - 4:30pm

2022 Focus and Keynote Speaker | 8:00 - 9:30am
- South Point Hotel Grand Ballroom

PRCA Convention Breakout Sessions | 9:00am - 12:00 pm
- South Point Convention Center

Contract Personnel Trade Show | 12:00 - 4:30pm
- South Point Hotel Exhibit Hall

PRCA Awards Banquet | 6:00 pm
- South Point Hotel Grand Ballroom

THURSDAY - DECEMBER 2

Registration Desk Open | 7:00am - 12:00pm
- South Point Convention Desk

*Contract Personnel Group Sessions 7:30am - 12:00pm

*Rodeo Committee Exec. Council Group Sessions | 8:00 - 11:30am
\$20k & Under | 8:00 - 9:30am
\$21k & Over | 9:45 - 11:15am

Contract Personnel Trade Show | 9:00 - 11:00 am
- South Point Hotel Exhibit Hall

Trade Show tear down | 11:00 am - 1:00 pm

Wrangler National Finals Rodeo | 5:45pm

***MEETING LOCATIONS WILL BE POSTED ON-SITE**

****OVERALL SCHEDULE SUBJECT TO CHANGE****



MEMO

Date: October 27, 2021

Proposal ID. 2021 11-01 ECON DEV – PORT

To: BOCC

From: Diane Harris, Clerk of the Board, Board of County Commissioners

Intent – Approval of payment to City of Waitsburg (Port of Walla Walla 9/10ths Funds)

Topic – Approval of release of Port of Walla Walla Economic Development Sales Tax Fund monies to the City of Waitsburg for Millrace Grade Improvement Project.

Summary

On October 8, 2021 the City of Waitsburg requested and applied for \$80,000 in grant funds from the Port's portion of the Walla Walla County Economic Development Sales Tax Funds for a project identified as Millrace Grade Improvement Project. By Proposal 2021 09-27 Econ Dev-Port, the County (Board of County Commissioners) approved the Port of Walla Walla's request during an open, public session of the board.

On October 21, 2021 Pat Reay, Port of Walla Walla Executive Director, requested the payment of the grant funds from the Economic Development Sales Tax Fund monies. The Port of Walla Walla is requesting the concurrence of the County, and at such time a warrant will be vouchered for payment to the City of Waitsburg for the following:

Port of Walla Walla – 9/10ths funds - \$80,000.00

Cost

see above

Funding

9/10ths Funds (Port of Walla Walla portion)

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Approve payment to City of Waitsburg in the amount of \$80,000 from the Port of Walla Walla 9/10ths Economic Development Funds.

Submitted By

Disposition

Diane Harris, Commissioners 10/27/2021

___ Approved

Name Department Date

___ Approved with modifications

___ Needs follow up information

Signature

___ Denied

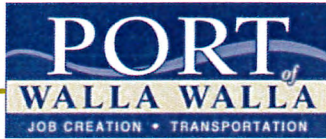
BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



October 21, 2021

Gregory A. Tompkins, Commissioner Chair
Todd L. Kimball, Commission
Jenny Mayberry, Commissioner
Walla Walla County
P.O. Box 1506
Walla Walla, WA 99362

RE: Economic Development Sales Tax Fund (EDSTF) Request for Funding Distribution from the Port's portion of the EDSTF for the Economic Development Sales Tax Fund Grant – City of Waitsburg – Millrace Grade Improvement Project

Dear Commissioners:

The Port of Walla Walla hereby submits this Economic Development Sales Tax (EDST) funds distribution request for the \$80,000 from the Port's portion of the EDSTF for City of Waitsburg – Millrace Grade Improvement Project. The City of Waitsburg was awarded a \$80,000 grant from the Port's EDST funds for public infrastructure improvements on the City of Waitsburg – Millrace Grade Improvement Project.

If the County Commissioners concur with our finding to proceed with the Port of Walla Walla's funds distribution request, please authorize the Walla Walla County Treasurer to proceed and to either contact Randy Hinchliffe, City Administrator at the City of Waitsburg at 509-337-6371 or to mail a check to City of Waitsburg. P.O. Box 35, Waitsburg, WA 99361-0035 to complete the transaction.

If you have any questions, please call.

Sincerely,

Patrick H. Reay
Executive Director

cc: Port Commissioners
Paul Gerola, Economic Development Director
Randy Hinchliffe, City Administrator, City of Waitsburg
File



CITY OF WAITSBURG

P.O. Box 35 147 Main Street
Waitsburg, Washington 99361-0035
(509) 337-6371 Fax (509) 337-8089

October 8, 2021

Port of Walla Walla
Attn: Pat Reay; Executive Director
310 A Street
Walla Walla, WA 99362

RE: Funding Request

Director Reay:

The Waitsburg Millrace Grade Improvement project is in full swing and will be coming to a close in the near future. As you are aware, the City of Waitsburg was awarded a STBG/TA Grant from the Washington State Department of Transportation via the Walla Walla Valley MPO for the majority of the project funding. We were also awarded a 9/10 sales tax grant in the amount of \$80,000 from the Port of Walla Walla related to this project.

In an effort to book our Sales Tax Grant funds prior to the end of the year, I would like to request that the Port of Walla Walla release the \$80,000 to the City of Waitsburg for the project expenses as shown on the enclosed contractor pay request.

If you have any questions regarding the disbursement or the project itself, please feel free to contact me during normal business hours.

Sincerely,

Randy Hinchliffe

Randy Hinchliffe
City Administrator

"ONE OF A KIND"

**APPLICATION FOR PAYMENT NO. 1
CITY OF WAITSBURG, WASHINGTON
MILL RACE ROAD GRADE CROSSING**

TO City of Waitsburg, Washington (OWNER)

FROM Culbert Construction, Inc. (CONTRACTOR)

For Work accomplished through the date of: September 29, 2021

1.	Original Contract Price	\$	489,884.11
2.	Net Change by Change Orders and Written Amendments (+/-)	\$	5,375.70
3.	Current Contract Price (1 plus 2)	\$	495,259.81
4.	Total Work Completed and Materials On Hand to Date*	\$	158,988.29
5.	Retainage: N/A	\$	-
6.	Sales Tax: N/A	\$	-
7.	Liquidated Damages	(\$)	-
8.	Less Previous Application for Payments	\$	-
9.	DUE THIS APPLICATION (4 minus 5, plus 6, minus 7 and 8)	\$	158,988.29

* Line 4 may not match Line 3 on final Application for Payment due to bid versus constructed quantity differences on unit price work.

Accompanying Documentation:

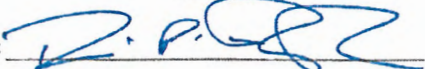
Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner, if any, on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Application; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in, or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed.

Dated October 5, 2021

Culbert Construction, Inc.

CONTRACTOR

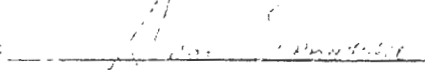
By: 

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated October 4, 2021

Anderson Perry & Associates, Inc.

ENGINEER

By: 

APPROVED by Owner:

City of Waitsburg, Washington

OWNER

Dated _____

By: _____

Title: _____

**APPLICATION FOR PAYMENT NO. 1
CITY OF WAITSBURG, WASHINGTON
MILL RACE ROAD GRADE CROSSING**

Date: October 4, 2021

Page 2 of 3

FROM: Culbert Construction, Inc.

TO: City of Waitsburg, Washington

Date of Completion

Contract Amount

Date of Estimate

Original: December 15, 2021

Original Amount of Contract: \$ 489,884.11

From: September 20, 2021

Revised: December 21, 2021

Change Orders: (+ or -) \$ 5,375.70

To: September 29, 2021

On Schedule: ☒ Yes ☐ No

Current Contract Amount \$ 495,259.81

Item No.	CONTRACT ITEMS Description	BID PRICES			PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization	All Req'd	LS	\$49,059.32	0%	\$0.00	100%	\$49,059.32	100%	\$49,059.32
2	Minor Change	1	CALC	10,000.00	0	0.00	0	0.00	0	0.00
3	ADA Features Surveying	All Req'd	LS	3,684.24	0%	0.00	0%	0.00	0%	0.00
4	Record Drawings (Minimum Bid \$1,000)	All Req'd	LS	1,000.00	0%	0.00	0%	0.00	0%	0.00
5	SPCC Plan	All Req'd	LS	176.53	0%	0.00	100%	176.53	100%	176.53
6	Project Temporary Traffic Control	All Req'd	LS	5,637.57	0%	0.00	50%	2,818.79	50%	2,818.79
7	Clearing and Grubbing	All Req'd	LS	11,605.75	0%	0.00	25%	2,901.44	25%	2,901.44
8	Removal of Structure and Obstruction	All Req'd	LS	8,221.77	0%	0.00	60%	4,933.06	60%	4,933.06
9	Controlled Blasting of Rock Face	2,000	LF	33.65	0	0.00	0	0.00	0	0.00
10	Roadway Excavation Incl. Haul	All Req'd	LS	37,747.80	0%	0.00	70%	26,423.46	70%	26,423.46
11	Embankment Compaction	All Req'd	LS	2,375.39	0%	0.00	0%	0.00	0%	0.00
12	Trimming and Cleanup	All Req'd	LS	11,353.59	0%	0.00	0%	0.00	0%	0.00
13	Crushed Surfacing Top Course	50	CY	178.71	0	0.00	0	0.00	0	0.00
14	Crushed Surfacing Base Course	2,200	CY	42.62	0	0.00	0	0.00	0	0.00
15	HMA for Approach Cl. 1/2-In. PG 64H-28	20	TON	172.83	0	0.00	0	0.00	0	0.00
16	HMA Cl. 1/2-In. PG 64H-28	1,200	TON	102.83	0	0.00	0	0.00	0	0.00
17	Job Mix Compliance Price Adjustment	1	CALC	1.00	0	0.00	0	0.00	0	0.00
18	Compaction Price Adjustment	1	CALC	1.00	0	0.00	0	0.00	0	0.00
19	Solid Wall PVC Storm Sewer Pipe 10-In. Diam.	70	LF	42.93	0	0.00	0	0.00	0	0.00
20	Catch Basin Type 1L	1	EA	1,638.31	0	0.00	0	0.00	0	0.00
21	ESC Lead	5	DAY	88.27	0	0.00	0	0.00	0	0.00
22	Silt Fence	800	LF	4.34	0	0.00	0	0.00	0	0.00
23	Erosion Control and Water Pollution Prevention	All Req'd	LS	976.55	0%	0.00	0%	0.00	0%	0.00
24	Seeding, Fertilizing, and Mulching	0.5	AC	5,301.59	0	0.00	0	0.00	0	0.00
25	Cement Conc. Traffic Curb and Gutter	530	LF	19.72	0	0.00	0	0.00	0	0.00
26	Cement Conc. Sidewalk	320	SY	24.88	0	0.00	0	0.00	0	0.00
27	Cement Conc. Curb Ramp Type Perpendicular A	2	EA	1,754.66	0	0.00	0	0.00	0	0.00
28	Cement Conc. Curb Ramp Type Single Direction A	1	EA	1,759.79	0	0.00	0	0.00	0	0.00
29	Quarry Spalls	10	CY	119.32	0	0.00	0	0.00	0	0.00
30	Permanent Signing	All Req'd	LS	8,734.24	0%	0.00	0%	0.00	0%	0.00
31	Paint Line	3,600	LF	1.05	0	0.00	0	0.00	0	0.00
32	Painted Stop Line	75	LF	7.59	0	0.00	0	0.00	0	0.00
33	Painted Railroad Crossing Symbol	2	EA	710.39	0	0.00	0	0.00	0	0.00
34	Painted Crosswalk Line	64	SF	9.44	0	0.00	0	0.00	0	0.00
Total Bid Items					\$	0.00	\$	86,312.59	\$	86,312.59

**APPLICATION FOR PAYMENT NO. 1
CITY OF WAITSBURG, WASHINGTON
MILL RACE ROAD GRADE CROSSING**

Date: October 4, 2021

Page 3 of 3

Change Orders:				Qty.	Unit	Unit Price	PREVIOUS	THIS PERIOD		TOTAL TO DATE		
Change Order No. 1				Qty.			Amount	Qty.	Amount	Qty.	Amount	
1-1	Delete Bid Item No. 9 - Controlled Blasting of Rock Face			2,000	LF	\$33.65						
1-2	Mechanical excavation of rock face.			All Req'd	LS	67,300.00	0%	\$0.00	100%	\$67,300.00	100% \$67,300.00	
Change Order No. 2				Qty.								
2-1	Lower Lumen fiber optic line.			All Req'd	LS	5,375.70	0%	0.00	100%	5,375.70	100% 5,375.70	
Total All Change Orders							\$	0.00	\$	72,675.70	\$ 72,675.70	
Materials on Hand:				Qty.	Unit	Unit Price	PREVIOUS	THIS PERIOD		TOTAL TO DATE		
							Qty.	Amount	Qty.	Amount	Qty.	Amount
Total Materials on Hand							\$	0.00	\$	0.00	\$ 0.00	
TOTAL WORK COMPLETED AND MATERIALS ON HAND							\$	0.00	\$	158,988.29	\$ 158,988.29	
SUMMARY												
							PREVIOUS	THIS PERIOD		TOTAL TO DATE		
1. Amount Earned							\$ 0.00	\$ 158,988.29		\$ 158,988.29		
2. Amount Retained (N/A)							\$ 0.00	\$ 0.00		\$ 0.00		
3. Sales Tax (N/A)							\$ 0.00	\$ 0.00		\$ 0.00		
4. Liquidated Damages							\$ 0.00	\$ 0.00		\$ 0.00		
Amount Due for Payment							\$ 0.00	\$ 158,988.29		\$ 158,988.29		
Amount Due for Payment this Estimate								\$ 158,988.29				
Estimated % Job Completed:							32%					

CHANGE ORDER

Change Order No.: 1

Date: October 4, 2021

Project/Contract: Mill Race Road Grade Crossing

Owner: City of Waitsburg, Washington

To (Contractor): Culbert Construction, Inc.

You are hereby requested to comply with the following changes from the Contract Documents:

Description of Changes (Supplemental Description, Plans and Specifications Attached, as applicable)	DECREASE In Contract Price	INCREASE In Contract Price
1-1 Delete Bid Item No. 9 - Controlled Blasting of Rock Face	(\$67,300.00)	\$0.00
1-2 Mechanical excavation of rock face.	\$0.00	\$67,300.00
Subtotal	(\$67,300.00)	\$67,300.00
Sales Tax (N/A)	\$0.00	\$0.00
TOTAL	(\$67,300.00)	\$67,300.00
Net Change in Contract Price	\$0.00	\$0.00

JUSTIFICATION:

This change order is a no cost change order to replace Bid Item No. 9 - Controlled Blasting of Rock Face to mechanical excavation of rock face. An unmarked Lumen fiber optic line was discovered following project award on the north edge of the rock face preventing the use of controlled blasting. The Contractor offered to substitute controlled blasting of the rock with the use of a large excavator (Hitachi 470) with rock hammer to remove this rock for the total blasting price of \$67,300 included in the bid. The City and Contractor agree that if the rock removal takes longer than 7 days utilizing this equipment, the price and contract time extension be renegotiated. Rock removal using the excavator is expected to take approximately 3 days longer than utilizing blasting (see attached change order request).

The amount of the Contract will be unchanged by the sum of: \$0.00

Zero and 00/100 ----- Dollars

The Contract total including this and previous Change Orders will be: \$489,884.11

Four hundred eighty-nine thousand eight hundred eighty-four and 11/100 ----- Dollars

The Contract period provided for completion will be increased: 3 working days

Revised Date of Substantial Completion: December 20, 2021

This document will become a supplement to the Contract and all provisions will apply hereto.

Approved

City of Waitsburg, Washington

(Date)

Recommended

Anderson Perry & Associates, Inc.

October 4, 2021

(Date)

Approved

Culbert Construction, Inc.

OCTOBER 5, 2021

(Date)



September 16, 2021

Adam Schmidtgal, PE, Senior Engineer
Anderson Perry & Associates, Inc.
214 E. Birch Street
Walla Walla, WA 99362

RE: City of Waitsburg – Mill Race Road Grade Crossing
Formal Request for Change Order – Rock Breaking in lieu of Controlled Blasting of Rock Face

Dear Mr. Schmidtgal,

Per our recent discussions, it was determined the work included in Bid Item 009 "Controlled Blasting of Rock Face" wouldn't be suitable due to the unmarked fiber line adjacent to the location of this proposed work. A possible solution to this conflict is to break/remove the rock by way of the use of a large excavator with a breaker. Culbert Construction, Inc. (CCI) has reviewed this work and believes it can be completed, with a few clarifications. Because this scope of work is drastically different than the work originally specified within the contract, we have compiled a cost representing the durations of work that can be expended. We have listed these costs below for your review and acceptance.

Labor - \$18,999.84
Equipment - \$26,410.07
Rental Equipment - \$21,890.09

It is assumed this work can be completed in seven (7) working days. Because this work is quite unpredictable in nature, we would request this change order be renegotiated to address any additional costs or schedule impacts incurred, should the work take longer than seven (7) working days.

The above costs equate to the original bid price of \$67,300.00, for the Controlled Blasting of Rock Face work. We request a no-cost change order be issued, reclassifying the work as detailed above. Please include and acknowledge the listed durations as well.

Sincerely,

A handwritten signature in black ink, appearing to read "D. DeRousie".

Dan DeRousie
Project Leader

CHANGE ORDER

Change Order No.: 2

Date: October 4, 2021

Project/Contract: Mill Race Road Grade Crossing

Owner: City of Waitsburg, Washington

To (Contractor): Culbert Construction, Inc.

You are hereby requested to comply with the following changes from the Contract Documents:

Description of Changes (Supplemental Description, Plans and Specifications Attached, as applicable)	DECREASE In Contract Price	INCREASE In Contract Price
2-1 Lower Lumen fiber optic line.	\$0.00	\$5,375.70
Subtotal	\$0.00	\$5,375.70
Sales Tax (N/A)	\$0.00	\$0.00
TOTAL	\$0.00	\$5,375.70
Net Change in Contract Price	\$0.00	\$5,375.70

JUSTIFICATION:

An unmarked Lumen fiber optic line was discovered following project award on the north edge of the road varying in depth from 1 to 4 feet below existing grade. As a result of the planned road cut of up to 5.5 feet below existing grade in the vicinity of STA A9+50 to A12+50, the fiber optic line must be relocated or lowered below the proposed road subgrade. Lumen was unable to secure rock breaking equipment to lower or relocate the fiber optic line in a time frame that would allow the work to progress before a winter shutdown, so the Contractor lowered the fiber optic line on a time and materials basis utilizing equipment on site (see attached RFC 13.03 justifying the lump sum change order price). The fiber optic line was lowered to approximately 1 foot below the proposed subgrade (2.3 feet below proposed finish grade) and bedded with native silt material prior to backfilling. Lumen staff was also on site to assist with the work.

The amount of the Contract will be unchanged by the sum of: \$5,375.70

Five thousand three hundred seventy-five and 70/100 ----- Dollars

The Contract total including this and previous Change Orders will be: \$495,259.81

Four hundred ninety-five thousand two hundred fifty-nine and 81/100 ----- Dollars

The Contract period provided for completion will be increased: 1 working day

Revised Date of Substantial Completion: December 21, 2021

This document will become a supplement to the Contract and all provisions will apply hereto.

Approved

City of Waitsburg, Washington

(Date)

Recommended

Anderson Perry & Associates, Inc.

October 4, 2021

(Date)

Approved

Culbert Construction, Inc.

OCTOBER 5, 2021

(Date)

CONTRACT NAME:	Mill Race Road Grade Crossing - City of
CONTRACT NO. #	Waitsburg TA 7168
13.03	Please see the below pricing covering the work included in the <u>Lowering the Lumen Fiber Line</u> . Please review the below pricing for incorporation into the contract, by way of Change Order.
DATE OF EVENT	09.16.2021
EXTRA DAYS REQUESTED	TBD

SUMMARY OF COST

LABOR	\$1,397.00
MARK UP 29%	\$405.13
TOTAL LABOR	\$1,802.13
EQUIPMENT	\$696.54
MARK UP 21%	\$146.27
TOTAL EQUIPMENT	\$842.81
EQUIPMENT RENT	\$2,100.00
MARK UP 21%	\$441.00
TOTAL EQUIPMENT RENT	\$2,541.00
MATERIAL	\$156.82
MARK UP 21%	\$32.93
TOTAL MATERIAL	\$189.76
SUBCONTRACTOR	\$0.00
MARK UP 12%	\$0.00
TOTAL SUBCONTRACTOR	\$0.00
TOTAL CHANGE	\$5,375.70

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
WALLA WALLA COUNTY
CORRECTIONS DEPARTMENT
CRIMINAL JUSTICE TREATMENT
ACCOUNT (CJTA) LOCAL PLAN

RESOLUTION NO. **21**

WHEREAS, the County receives Criminal Justice Treatment Account (CJTA) funding pursuant to RCW 71.24.580 from the Washington State Healthcare Authority to provide Substance Use Disorder Treatment and Recovery Support Services within Walla Walla County for CJTA-eligible offenders; and

WHEREAS, RCW 71.24.580 mandates that the legislative authority of a county receiving CJTA funds establish a Local CJTA Panel comprised of the county alcohol and drug coordinator, county prosecutor, county sheriff, county superior court, a substance abuse treatment provider, a criminal defense attorney, and a representative of the drug court, and that the CJTA Panel develop, approve, and submit a Strategic Plan; and

WHEREAS, the County's duly appointed CJTA panel has approved and jointly submitted its Strategic Plan, for Fiscal Years 2021-2023 to be approved and adopted by the county legislative authority, for disposition of CJTA funds within the County; and

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve the CJTA Panel's Updated 2021-2023 Strategic Plan and authorizes the Director of Corrections to submit that plan to the State Health Care Authority.

*Passed this 1st day of **November, 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*



Norrie Gregoire, Director
Matt Stroe, Jail Commander
300 W. Alder St., Walla Walla, WA 99362

**DEPARTMENT OF COURT SERVICES
JUVENILE JUSTICE CENTER
WALLA WALLA COUNTY**

Norrie Gregoire, Juvenile Court Administrator
Jon Cassetto, Court Services Manager
Vacant, Detention Manager
455 W. Rose St., Walla Walla, WA 99362

Criminal Justice Treatment Account Local Plan

**For FY July 1, 2021 – June 30, 2023
Per RCW 71.24.580**

Submitted to: Washington State Health Care Authority

**Submitted by: Walla Walla County CJTA Panel
455 West Rose St./PO Box 1754
Walla Walla, WA 99362
509-524-2822 ngregoire@co.walla-walla.wa.us**

I. Introduction

The Walla Walla County Corrections Department is comprised of two divisions: Adult and Juvenile. The Juvenile Division is commonly referred to as the Juvenile Justice Center/Department of Court Services and is judicially controlled. JJC/DCS includes a juvenile detention center, probation and diversion units, Child Advocates (formerly known as CASA), GAL coordination, case management, Adult/Juvenile Electronic Home Monitoring, Adult Pre-trial UA Monitoring (Sentry Program), evidence-based programming, pre-disposition investigation, Family Treatment Court (FTC), and Adult Recovery Court (ARC). ARC is a pre-adjudication adult drug court that follows the national model screening in only Substance Use Disorder (SUD) defendants who are high risk/high needs based upon the Ohio Risk Assessment System (ORAS).

The Adult Division, under the executive control of the County Commissioners, includes operational responsibility for the co-ed County Jail adult facility. The County Jail was built in 1982 and has a 100-bed capacity with limited space for therapeutic programming. The Corrections Department has requested capital improvements through ARPA funding and is awaiting a decision from the county legislative boards. The capital improvements would include remodeling the existing Jail Lobby and Attorney Booth Area to include new attorney booths which would also serve as telehealth stations for individual programming. A confidential group meeting space would also be included in the remodel/repurpose project.

Most adult wards in the adult facility reside in 10 living units, all located on the 2nd floor. Four (4) holding cells, usually occupied by new admissions or individuals requiring close monitoring, are located on the south end of the building on the 1st floor near the Control Room; two bullpen holding areas,

which can temporarily house up to eight individuals, were installed in 2020, just south of the holding cells. Northwest of the Control Room is a temporary dry cell to monitor individuals suspected of holding contraband. Two (2) dormitory units house kitchen trustees and work release wards located on the east end of the facility, also on the first floor. An open-air recreation yard is located on the roof above the 3rd floor. The three floors of the Jail are accessible by both elevator and stairways. Persons are held for Columbia County, State DOC, District and Superior Courts. On a typical day, 10-15% of the persons held are women. The facility offered Residential Substance Abuse Treatment (RSAT) from March 29, 2021 until the grant expired on September 30, 2021. At this writing, RSAT programming has been suspended due to the uncertainty of future funding.

Since Walla Walla County began receiving Criminal Justice Treatment Account funding in 2018, SUD assessments, interim services, MAT, and recovery support services have been available to persons seeking recovery within the jail, although the pandemic has made service delivery more challenging and less frequent for providers and volunteers.

The Director of Corrections, who reports to County Commissioners and Superior Court Judges, is the primary CJTA contact for the County. CJTA funds are expended at both the adult jail (Commissioners) and within Adult Recovery Court (Superior Court Judges).

The following plan is a requirement mandated by RCW 71.24.580, and has been vetted by the Walla Walla County CJTA Panel and approved by the County's legislative authority (Board of Commissioners).

II. Local CJTA Panel Plan for Supplemental Therapeutic Court CJTA Funds

Walla Walla County has agreed to accept a maximum of \$86,428 in Supplemental Criminal Justice Treatment Account funding for the biennium beginning July 1, 2021 and ending June 30, 2023 (State Fiscal Years 21/23). By statute, Supplemental CJTA funds must be spent for allowable CJTA expenditures for therapeutic courts. Annual expenditures shall not exceed \$43,214. Any unspent Supplemental CJTA funds shall be returned to the Health Care Authority.

The Walla Walla County Superior Court operates an adult felony drug court named locally as Adult Recovery Court (ARC). ARC serves up to 20 high risk/high needs adult preadjudicated offenders with an SUD diagnosis determined to be in high need of SUD treatment and at high risk to reoffend. ARC participant referrals are screened by the ARC Team, which consists of a deputy prosecuting attorney, defense attorneys, a Superior Court judge, the contracted SUD treatment provider, law enforcement, the Treatment Court Coordinator, and the ARC Community Supervision Officer. The five-phase ARC program can be completed within a 14-month time period, but most ARC participants average a two-year plus participation period.

ARC is funded by a local one-tenth of one percent behavioral health tax (RCW 82.14.460) but some ARC participant needs remain unmet, including: funds for education; vocational training; child care; rental assistance; MAT/MOUD, treatment costs for participants without insurance; transportation costs; housing needs; and utilities. County funds are limited and earmarked for staff FTE, some incentives, staff training, equipment, and UA costs.

Supplemental CJTA funds will not be used to supplant existing local funds but will instead be used to pay for critical unmet ARC participant needs (see aforementioned), of which there are many. Supplemental CJTA funds will be used only for ARC participants and tracked and invoiced by the Court Services Treatment Court Coordinator. These funds are siloed and not blended with any other ARC funds.

III. Local CJTA Panel Plan for CJTA Base Funding

Medication Assisted Treatment (MAT):

County Corrections' contracted medical provider has the Suboxone waiver and, following an assessment for SUD diagnosis and suitability for MAT, inducts eligible new patients onto MAT. New MAT inductees held at the jail will continue to be screened for CJTA eligibility.

Inmates nearing release receive coordinated care from the Jail's RN and contracted Case Manager, who provides outreach to MAT providers, ensuring the highest probability of a warm hand-off to community-based treatment providers. The Case Manager position is funded by local 1/10th dollars, which effectively leverages the Base CJTA funding, as only 30% (\$15,366.60) of the annual \$51,222 can be spent within the jail for CJTA eligible services.

The Walla Walla County Corrections Department will use the maximum 30% of base CJTA funding (\$15,366.60 of the \$51,222) to pay for MAT for those held in the jail. This amount will not cover the total cost of MAT for the facility, which currently only provides balloon dosing three days per week. As the County desires to maintain MAT services in the jail and currently has no other guaranteed funding source to pay for MAT, it is critical that the maximum allotted amount of CJTA be dedicated to MAT costs. There is a possibility that additional HCA funding from the *MOUD in Jails Program* (5476) may soon become available to assist with MAT costs in our facility. If that is the case and the County is a successful applicant for the competitive grant process, the Local CJTA Panel will submit a proposed amendment to this current Local Plan for the reprovisioning of Base CJTA funding within our facility. Likely expenditures at that point would be SUD assessments, Recovery Coaching, engagement, and other necessary CJTA-eligible services within the facility.

The 70% of Base CJTA funds (\$35,855.40) that cannot be spent within the facility will be allocated to fund a highly innovative new program (Custody to Recovery, or *C2R*) through a contract with Trilogy Recovery Community TRC). The *C2R* Program will provide six (6) hours per week of Recovery Peer Support services for CJTA-eligible individuals seeking recovery from SUD in the community. The County will contract with TRC to provide an additional two (2) hours per week of Community Outreach for CJTA-eligible individuals seeking recovery from SUD also in a community-based setting. *C2R's* two hours of Community Outreach work includes Trilogy 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. *C2R's* Community Outreach component will also include some case management of participating clients. **The key to this program is that TRC will engage with potential *C2R* participants while in custody** at the County Jail via virtual engagement. TRC's virtual engagement will not be funded by CJTA and will consist of two (2) *C2R* recovery groups for inmates interested in receiving recovery support upon release. These engagement sessions will include not only traditional peer-based recovery support but elements of Motivational Interviewing and generative discussions around recovery topics.

Trilogy will supplement the virtual engagement sessions with hard copy reference materials and reading that will be delivered to those participating.

The Local CJTA Panel Plan proposes to use \$20,015 of base funding for the purchase of Sublocade injections for long-acting buprenorphine. These injections would be used solely for inmates removed from the MAT program for diversion or for inmates declining MOUD while in custody but willing to receive the long-acting alternative upon release. Case managers from a low barrier provider, Blue Mountain Heart to Heart, would transport the released individual directly to their clinic. While at the clinic, BMH2H staff would provide engagement and case management services thereby increasing the likelihood of continued MOUD adherence, treatment, and recovery engagement.

IV. Allocation of CJTA Funds

CJTA funds will only be used for individuals (mostly adults but possibly a small number of eligible juveniles) charged with a criminal (or juvenile) offense on pretrial status, Adult Recovery Court Participants, or post adjudication individuals who engaged in CJTA services on pretrial status. Before CJTA funds are used for CJTA eligible individuals, County Corrections, in collaboration with its subcontractors Serenity Point Counseling (ARC SUD provider) and Trilogy Recovery Community (C2R provider) will determine if the individual may be billed through private/commercial health insurance, Provider One health insurance, SABG (currently not available), or State health insurance. CJTA dollars will always be a fund of last resort.

Walla Walla County Corrections Department collaborates with Serenity Point Counseling and Trilogy Recovery Community staff to track individual eligibility based upon current court/legal status and alternative funding resources to ensure CJTA funding is appropriate on a case-by-case basis.

V. Fiscal and Data Reporting Requirements

As required by the HCA, the County and its subcontractors will submit all mandated fiscal and programmatic data reporting documents to the HCA. Specifically, the County will ensure that it and/or its subcontractors submit the Quarterly Progress Report (QPR); the Revenue and Expenditure Report (R&E); and the Programmatic Treatment Report (PTR). The PRA will be submitted only via Secure File Transfer (SFT)

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Norrie Gregoire", is written over a light blue rectangular background.

Norrie Gregoire, on Behalf of the Walla Walla County CJTA Panel

a) Action Agenda Items:

1) Resolution – Signing a Right of Way Consultant Agreement for Wallula Avenue Road Project

b) Department update and miscellaneous

c) Presentation with DKS Consultant re speed limit suggestions for Taumarson Road, Prospect Road and Reser Road Corridor

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
LOCAL AGENCY REAL ESTATE
PROFESSIONAL SERVICES
CONSULTANT AGREEMENT FOR
WALLULA AVENUE MP 2.00 TO
MP 2.20 FOR RIGHT OF WAY
ACQUISITION SERVICES



RESOLUTION NO. 21

WHEREAS, the Public Works Department does not have the personnel available to provide right of way acquisition; and

WHEREAS, Epic Land Solutions, Inc was selected to provide right of way services for Wallula Avenue MP 2.00 to MP 2.20 project; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners they do hereby enter into said Local Agency Real Estate Professional Services Consultant Agreement with Epic Land Solutions, Inc. for right of way services and the Chair of the Board shall sign the same in the name of the Board.

*Passed this 1st day of **November, 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

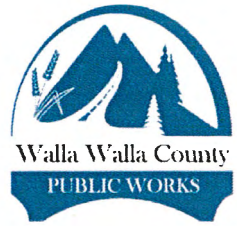
Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

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

**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: 27 October 2021

Re: Director's Report for the Week of 25 October 2021

Board Action: 1 November 2021

ACTION AGENDA ITEMS:

**Resolution – In the Matter of Signing a Right of Way Consultant Agreement for Wallula Avenue Road Project
Miscellaneous - Presentation by DKS Consultant to Present Speed Limit Suggestions for Taumarson Road,
Prospect Road, Reser Road Corridor**

ENGINEERING:

- Middle Waitsburg Road MP 6.1 to MP 7.92 (Scarsella Bros): Contractor is working on grade placing rock surfacing.
- Old Highway 12 (Nelson Construction Corp): Contractor is working on placing rip rap for bank protection.
- Arch Bridge (Apollo, Inc): Contractor is planning to begin work the second week in November.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Peppers Bridge Road: Working on right of way acquisition.
- Fishhook Park Road: Working on finalizing survey for data.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew – Shouldering and grading roads.
- North Crew – Shoulder repair on Fishhook Road, South Fork Coppei shoulder repair.
- Signs and Veg Crew – Routine sign maintenance and winterizing equipment.
- Garage – Routine service and repairs, winter prep and getting a few vehicles ready for surplus.

ADMINISTRATION:

- Conducted our weekly Staff, Road Operations and Engineering meetings.
- Conducted the 2021 Periodic Inspection of the Mill Creek Levees.
- Working on our 2022 Business Plan.
- Conducted our monthly Finance meeting.
- Working on our end of year County Road Administration Board (CRAB) reporting.
- Continue to follow COVID 19 protocols.

Walla Walla Speed Zone Study

Taumarson Road-Prospect Road-Reser Road

November 1, 2021

Scott Mansur
Transportation Engineer
DKS ASSOCIATES
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AGENDA

- 1 / PROJECT BACKGROUND & GOAL**
- 2 / PROJECT AREA**
- 3 / SPEED LIMIT SETTING TOOL & INPUTS**
- 4 / SUGGESTED & RECOMMENDED SPEED LIMITS**
- 5 / NEXT STEPS**

PROJECT BACKGROUND AND GOAL

Study Roadway:

Reser Road, Prospect Ave, Taumarson Rd (4.4-mile corridor)

Agencies Involved:

City of Walla Walla, City of College Place, and Walla Walla County

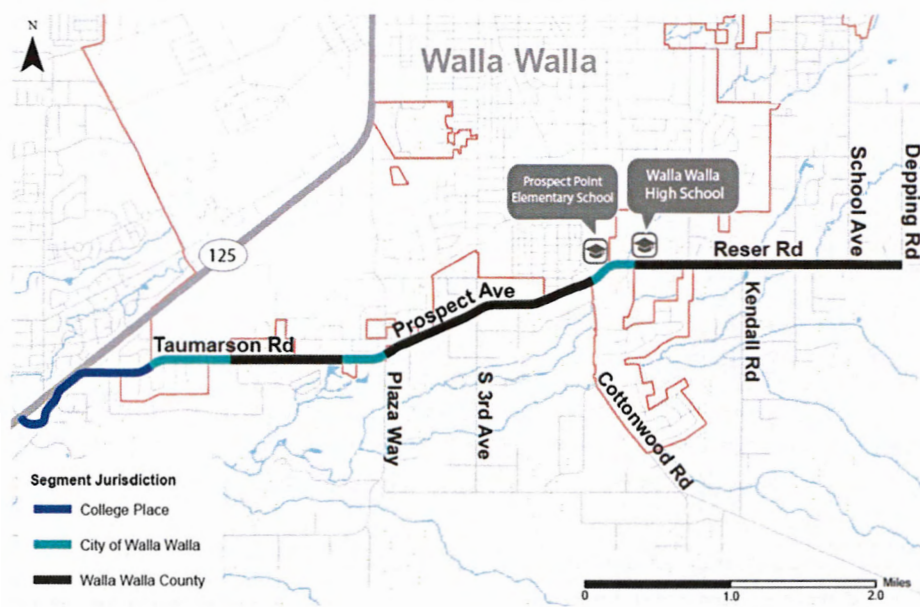
Existing Issues:

Citizen and Agency concerns regarding the variations in speed zones throughout the corridor since the posted speed limit ranges from 20 mph (School Zone) to 35 mph.

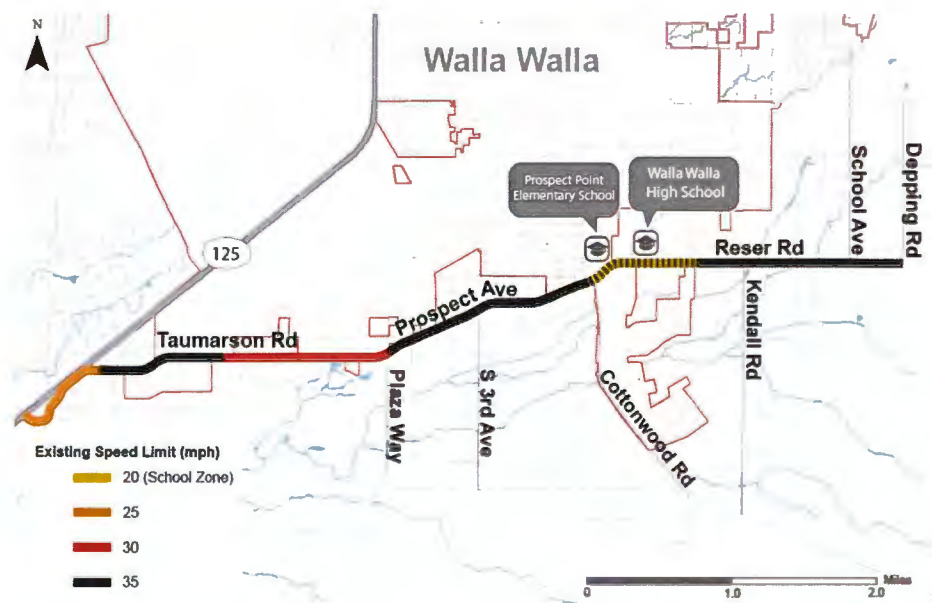
Project Goal:

Conduct speed limit analysis on the study corridor and identify suggested speed limits based on the most recent national research methods and tools available

AGENCY JURISDICTION



EXISTING POSTED SPEED LIMITS



PROJECT AREA



Data Collected at 8 Locations

- June 10, 2021 (schools in session part-time)
- Construction near Walla Walla High School
- 50th and 85th Percentile Vehicle Speeds
- Daily Traffic Volumes



School Zone Sign "When Children Are Present"



Speed Radar Sign near Prospect Elementary School

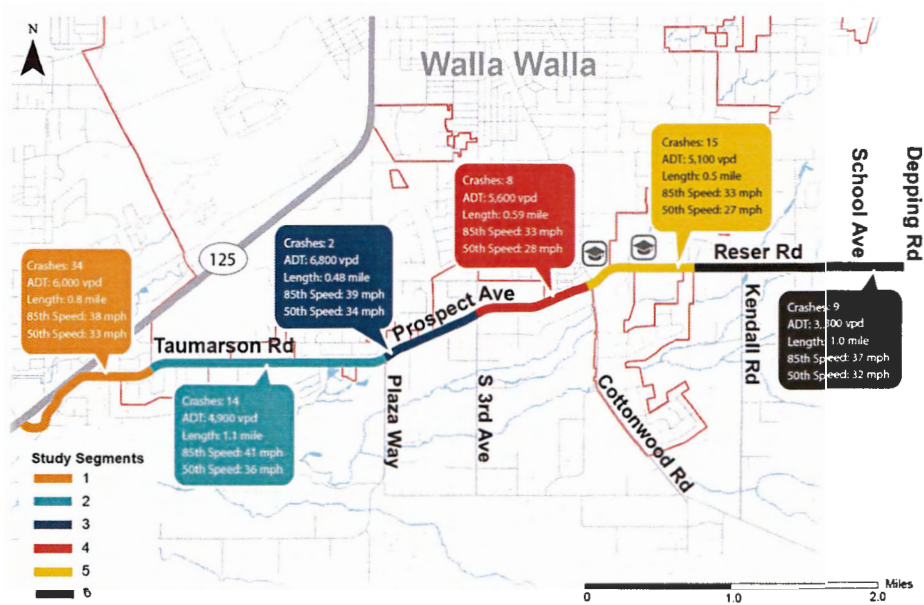
SPEED LIMIT SETTING TOOL

NCHRP Report 966

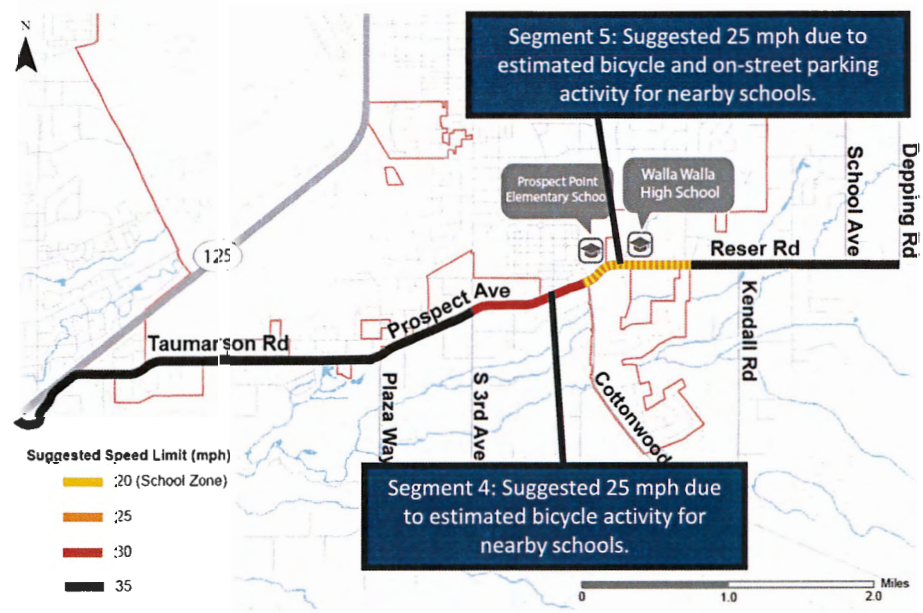
- Contains guidance on speed limit setting and a spreadsheet tool that provides **consistent** results
- Result: **Suggested** Speed Limit
- Tool Inputs
 - Existing driver speeds (50th and 85th)
 - Pedestrian and bicycle activity
 - Roadway context
 - Crash data
 - Roadway/Street Geometrics
 - & more!

Analysis Results	
Speed limit setting group: Developed	
Suggested speed limit (mph) 35	
Speed Data	
60	Maximum speed limit (mph)
38	85th-percentile speed (mph)
33	50th-percentile speed (mph)
Site Characteristics	
0.8	Segment length (mi)
2	Number of lanes (two-way total)
Undivided	Median type
1	Number of traffic signals
16	Number of access points (total of both directions)
High / Not separated	Bicyclist activity / bike lane type
Adequate	Sidewalk presence / width
Not present	Sidewalk buffer
High	Pedestrian activity
Not high	On-street parking activity
No	Parallel parking permitted?
No	Angle parking present?
Yes	Adverse alignment present?
Crash Data	
6	Number of years of crash data
6,000	Average AADT for crash data period (veh/d)
No	Is the segment a one-way street?
6	All (KABCO) crashes for crash data period
0	Fatal & injury (KABCO) crashes for crash data period
	1.3 x average KABCO crash rate (crashes / 100 MVMt) 267.0
	1.3 x average KABCO crash rate (crashes / 100 MVMt) 83.9
	Critical KABCO crash rate (crashes / 100 MVMt) 290.7
	Critical KABCO crash rate (crashes / 100 MVMt) 109.0

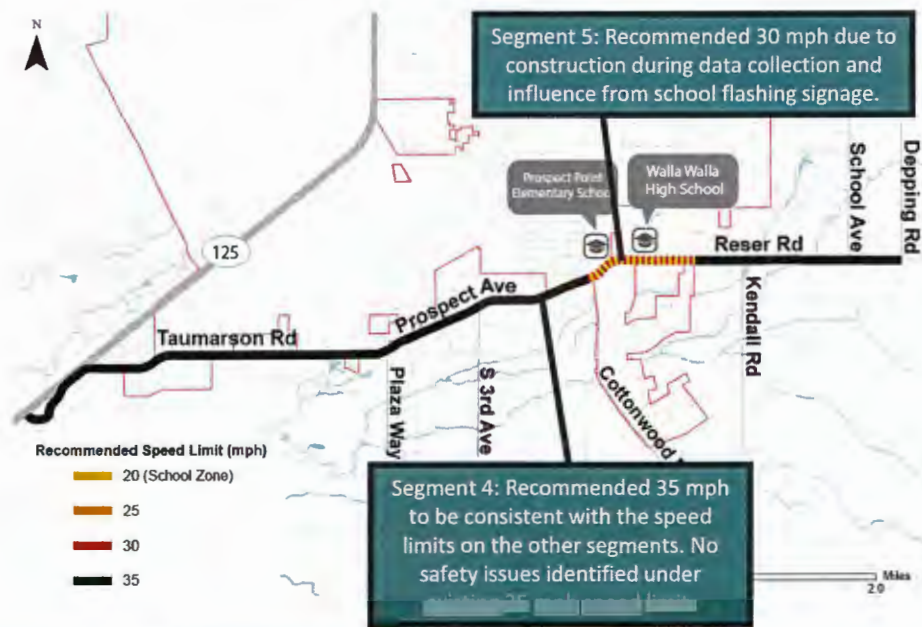
STUDY SEGMENTS & INPUTS



SUGGESTED SPEED LIMITS



DKS RECOMMENDED SPEED LIMITS



NEXT STEPS

1. All three agencies approve recommended posted speed limits.
2. Agencies to evaluate existing roadway geometric impacts (curve signage, intersection sight distance, etc.)
3. Design and implementation of proposed speed signage modifications.

QUESTIONS?

DKS



SPEED ZONE STUDY

DATE: September 13, 2021

TO: Michael Laughery | City of Walla Walla
Michael Rizzitiello | City of College Place
Seth Walker and Tony Garcia | Walla Walla County

FROM: Lacy Brown, Veronica Sullivan, and Jenna Bogert | DKS Associates

SUBJECT: Speed Limit Suggestions for Taumarson Rd-Prospect Rd-Reser Rd Corridor Project #21119-000

DKS assisted the City of Walla Walla, City of College Place, and Walla Walla County to conduct a speed zone study along Reser Rd, Prospect Ave, and Taumarson Rd that together form a 4.4-mile corridor with multi-agency jurisdiction. The agencies have received concerns from citizens regarding the variations in speed zones throughout the corridor since the posted speed limit ranges from 20 mph (School Zone) to 35 mph. The objective of this memo is to summarize the results of our speed limit analysis on the study corridor and provide suggested speed limits based on the most recent national research methods and tools available.

STUDY AREA

The 4.4-mile study corridor serves as a primary east-west route along the southern portion of the City of Walla Walla. Based on various jurisdictional planning documents, the entire study corridor is classified as a Minor Arterial. Taumarson Rd has three jurisdictional ownerships (City of Walla Walla, Walla Walla County, and City of College Place) and Prospect Ave and Reser Rd have two jurisdictional ownerships (City of Walla Walla and Walla Walla County), as shown in Figure 1.

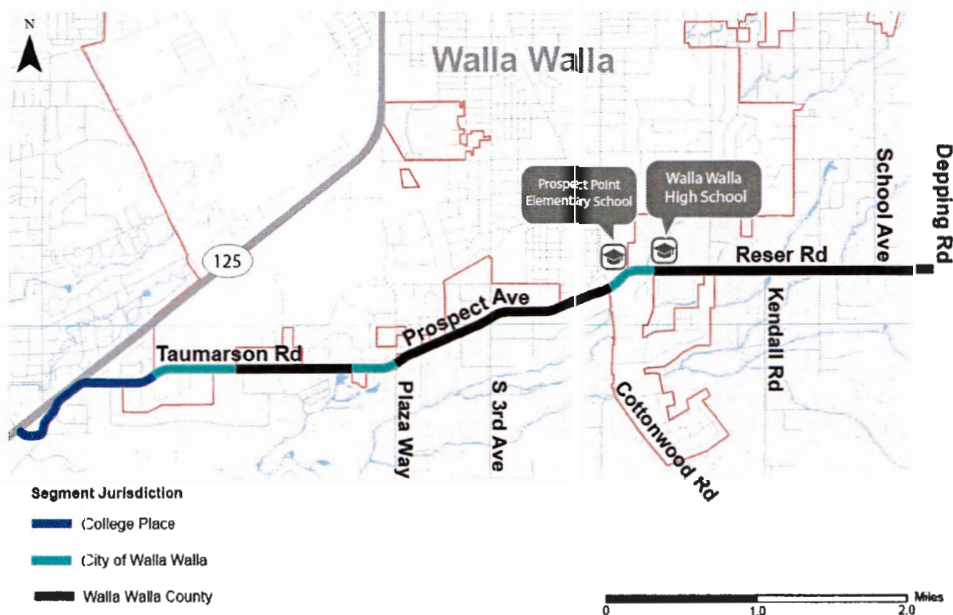


Figure 1. Jurisdictional ownerships along study corridor.

EXISTING CONDITIONS

Existing Posted Speed Limits

The study corridor stretches from SR-125 to Depping Rd and the speed limits vary from 20 mph in a school zone to 35 mph. As shown in Figure 2 below, the speed limit along the corridor starts at 25 mph at the western corridor extent at SR-125 and transitions to 35 mph at SE Freedom Pl. East of SE Freedom Pl, the speed limit is reduced to 30 mph. Travelling along Prospect Ave, from Plaza Way to Depping Rd, the speed limit is raised to 35 mph.

In addition, between Cottonwood Rd and Walts Ln, there is a School Zone along Reser Rd that lowers the 35 mph speed limit to 20 mph in front of Prospect Point Elementary School and Walla Walla High School when the school flashers are on or when children are present. This School Zone segment is shown in Figure 2 as the yellow and black hatched segment. Overall, the posted speed limit changes five times along this 4.4-mile corridor between SR-125 and Depping Rd.

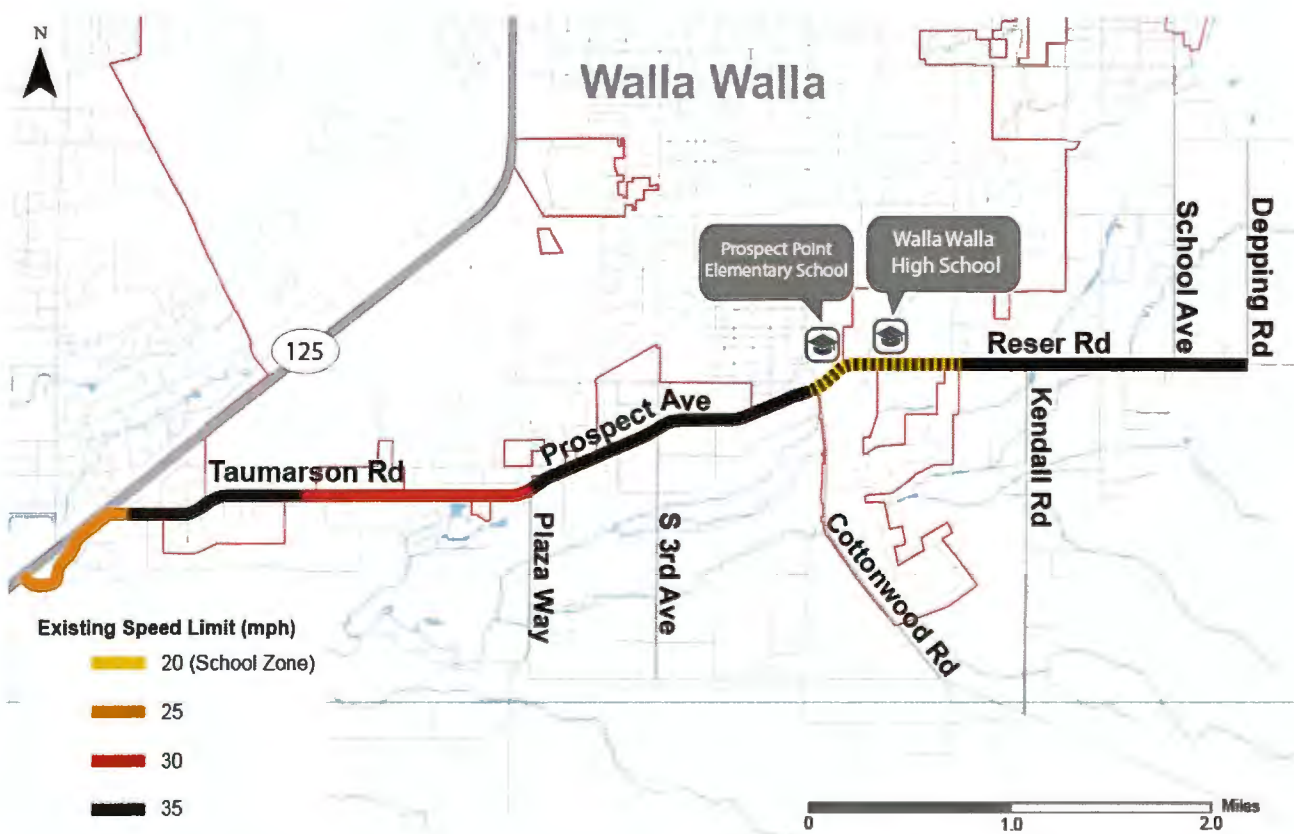


Figure 2. Existing posted speed limits along study corridor.

School Zone

The School Zone in front of Walla Walla High School and Prospect Point Elementary School stretches along Reser Rd from west of Cottonwood Rd to just east of Walts Ln.

While traveling eastbound, there is a School Speed Limit sign located just west of the Cottonwood Road intersection that reads “School Speed Limit 20 mph When Flashing” with a flashing beacon. Further east along the corridor, there is another school feedback sign just west of Costello Pl that reads “School Speed Limit 20 mph When Children Are Present”, as shown in Figure 3.

While traveling westbound, there is a School Speed Limit sign near Walts Lane that reads “School Speed Limit 20 mph, When Children Are Present.” Additionally, there is another posted School Speed Zone sign in the westbound direction located near Costello Pl that reads “School Speed Limit 20 mph When Flashing” which also has a flashing beacon, as shown in Figure 4. Just beyond that sign, there is also a speed radar, also known as a driver feedback sign, that is a traffic calming device designed to slow vehicles down by alerting them of their speed.



Figure 3. School speed limit sign facing eastbound along Reser Rd.

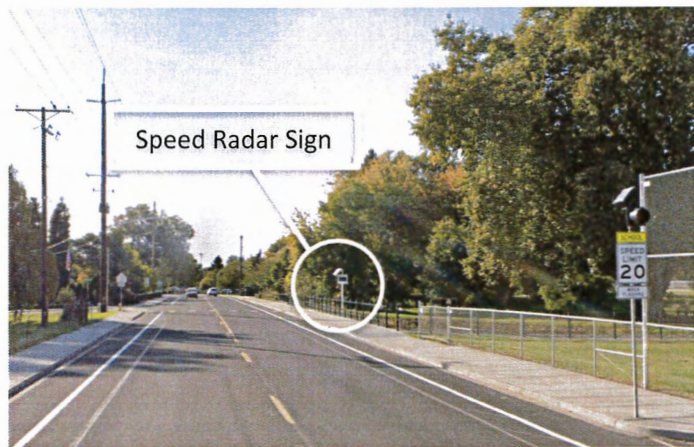


Figure 4. School speed limit flasher and speed radar sign facing westbound along Reser Rd.

Collision Data

Collision data was retrieved from the Washington Department of Transportation (WSDOT) Public Disclosure Request Center for the state of Washington between the years of 2015 to 2020. The project team used Tableau to map the collisions and filter the data to the study corridor. Between 2015 and 2020, the study corridor experienced 78 collisions, including 2 fatalities. Of the 78 collisions, 5 were identified by the reporting law enforcement officer as related to speeding.

One of the fatalities occurred in 2015 at 10 pm and involved a vehicle hitting a pedestrian along Reser Rd between Kendall Rd and S Wilbur Ave, where there are no streetlights. Speeding was not indicated as a contributing circumstance. The other fatal crash occurred at the intersection of Taumaron Rd/Plaza Way in 2019. The motorcyclist was traveling faster than the posted speed limit at night heading eastbound on

Taumarson Rd, ran off the road, and hit a metal post. For more detailed collision data along the study corridor, see Appendix A.

Vehicle, Bike and Pedestrian Facilities

The study corridor is an undivided 2-lane road with some horizontal curvature. Vehicle traffic volume and operating speeds were collected by All Traffic Data on June 10, 2021, at eight different locations along the study corridor. The ADT along the study corridor ranges between 3,300 vpd in the eastern region and 6,000 vpd in the western region.

There are bike lanes on both sides of the road along the study corridor from SR-125 to Fern Ave (approximately 3.4 miles). Based on stakeholder feedback, this study corridor is often used by bicyclists in the region, especially on Taumarson Rd between SR-125 and Plaza Way.

There is existing, wide sidewalk on the south side of Taumarson Rd (between SR 125 and Plaza Way) and sidewalk on the north side of Prospect Ave (between Plaza Way and Cottonwood Rd). Sidewalks exist on both sides of Reser Road between Cottonwood Rd and Fern Ave. The remainder of the study corridor to the east is unimproved with no sidewalks or designated bicycle facilities.



Figure 5. Roadway facilities of Taumarson Rd near Havstad Drive facing east.

POSTED SPEED LIMIT APPROACH

There are currently no speed limit policies listed in the City of Walla Walla or City of College Place municipal codes. The Walla Walla County municipal code states that in order to determine whether the maximum speed permitted on a roadway is reasonable or safe for prevailing conditions shall be based on an engineering study and traffic investigation. No details on the contents of the study are provided. Therefore, the scope of work for this speed zone study will be based on guidance provided in National Cooperative Highway Research Program (NCHRP) Report 966: Posted Speed Limit Setting Procedure and Tool.

NCHRP Project 966: Guidance for the Setting of Speed Limits

Current research promotes identification of a Target Speed for each corridor based on the roadway's context and type, and then applying drivers' operating speeds, roadway characteristics, and collision risk and rate to further refine the most appropriate speed limit for each segment. NCHRP researchers investigated factors that influence operating speed and safety. Through their research and knowledge, NCHRP was able to develop guidance through a multi-step decision-making procedure with collecting and calculating operating speeds, based on a variety of inputs, as illustrated in Figure 7.

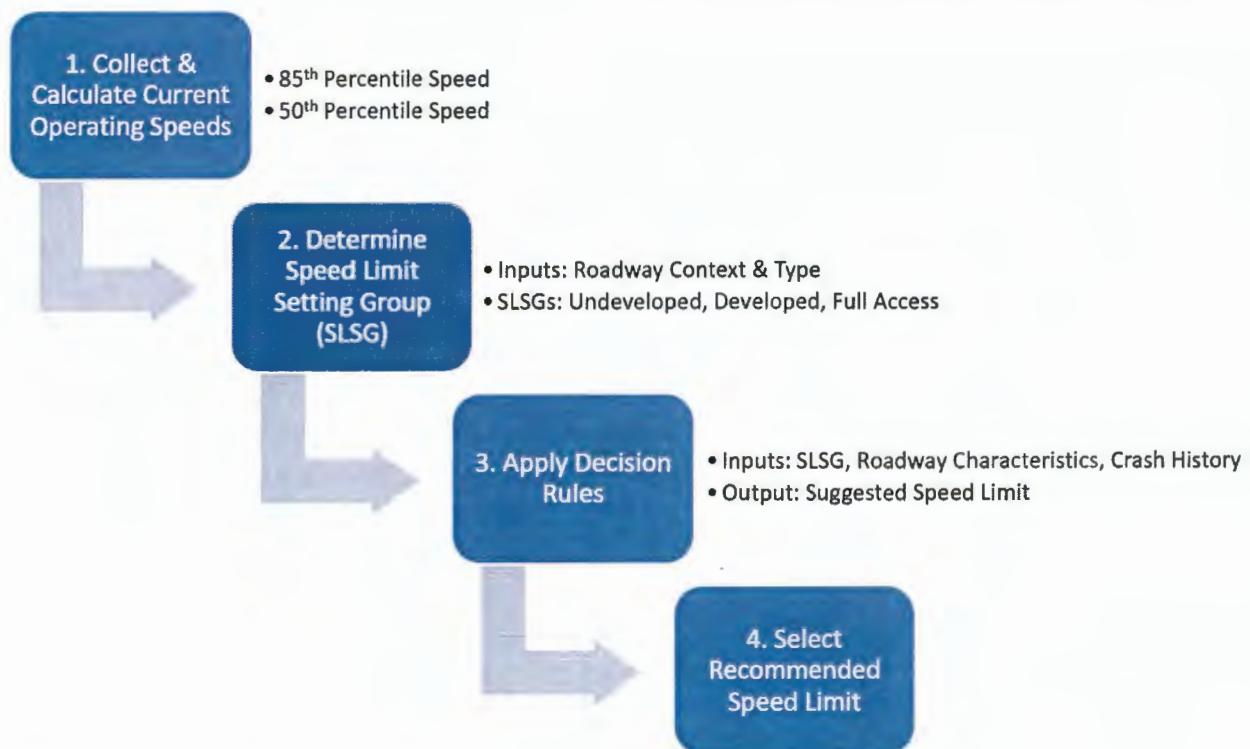


Figure 6. NCHRP 966 decision-making procedure.

Based on their research, the NCHRP research team developed a draft speed limit setting tool (SLS-Tool) that allows engineers to make informed decisions about setting appropriate speed limits. The DKS team used the draft SLS-Tool to determine suggested posted speed limits for the study corridors. Detailed summary tables are reported in Appendix B. The SLS-tool based the suggested speed limit on the following attributes for developed areas:

- Roadway context
- Roadway type
- 85th-percentile speed
- 50th-percentile speed
- Segment length
- Number of lanes
- Number of traffic signals
- Number of access points (not including single-detached driveways)
- Bicyclist activity /bike lane type
- Sidewalk presence
- Sidewalk buffer presence
- Pedestrian activity
- On-street parking activity
- Parallel parking activity
- Angle-parking activity
- Adverse alignment present
- Crash data
- Average AADT (Due to data availability, recent average daily total was used as a conservative measure of vehicles/day)

The DKS team applied the general concepts and made initial calculations using the NCHRP 966 project's *User Guide for Posted Speed Limit Setting Procedure and Tool*¹.

¹ Source; <http://www.trb.org/main/blurbs/182038.aspx>

SUGGESTED POSTED SPEED LIMIT RESULTS

The first step for applying the NCHRP 966 methodology is segmenting the study corridor into appropriate study segments. Based on existing conditions and stakeholder feedback, six segments were identified as study segments and can be seen in Figure 8 below.

- **Segment 1.** Taumaron Rd from SR 125 to Justice Ave
- **Segment 2.** Taumaron Rd from Justice Ave to Plaza Way
- **Segment 3.** Prospect Ave from Plaza Way to S 3rd Ave
- **Segment 4.** Prospect Ave from S 3rd Ave to Cottonwood Rd
- **Segment 5.** Reser Rd from Cottonwood Rd to Walts Ln
- **Segment 6.** Reser Rd from Walts Ln to Depping Rd

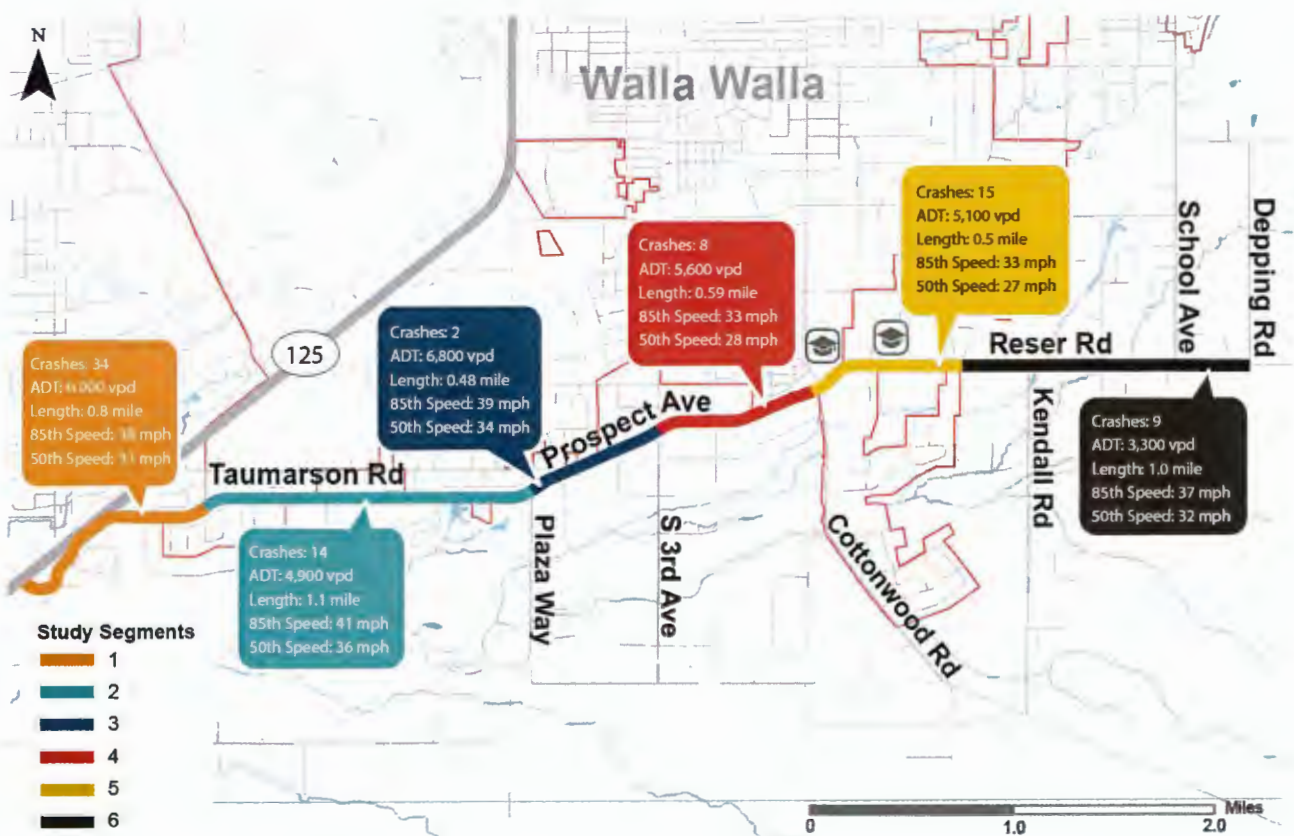
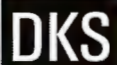


Figure 7. Corridor study segments.

For more information regarding crash data per segment refer to Appendix A.



The DKS team used the NCHRP 966 SLS-Tool to determine a suggested posted speed limit based on existing operating speeds, site characteristics, and crash data. Table 1 summarizes the results of the tool's outputs and Figure 8 shows the results graphically. The complete list of inputs for each study corridor can be found in Appendix B.

Table 1: Study Corridors Comparison

Segment	Length (mi)	Roadway Context	ADT (vehicles per day)	Percentile Speeds 85th/50th (mph)	Number of Crashes (2015-2020)	Existing Speed Limit	Suggested Posted Speed Limit (mph)	DKS Recommended Posted Speed Limit
1. Taumaron Rd from SR 125 to Justice Ave	0.8	Suburban	6,000	38/33	5 ^a	25	35 ^b	35
2. Taumaron Rd from Justice Ave to Plaza Way	1.1	Rural Town	4,900	41/36	14	35/30	35	35
3. Prospect Ave from Plaza Way to S 3rd Ave	0.48	Rural Town	6,800	39/34	2	35	35	35
4. Prospect Ave from S 3rd Ave to Cottonwood Rd	0.59	Rural Town	5,600	33/28 ^c	8	35	30	35
5. Reser Rd from Cottonwood Rd to Walts Ln	0.50	Rural Town	5,100	33/27 ^d	15	20/35 ^e	25	30
6. Reser Rd from Walts Ln to Depping Rd	1.0	Rural Town	3,300	37/32	9	35	35	35

ADT: Average Daily Traffic

^a Segment 1 does not include the intersection-related crashes at the SR 125 intersection.

^b Horizontal alignment should be evaluated for advisory speed warning signs.

^{c, d} These percentile speeds exclude any speed data during the hours when the School Zone flashing beacons were activated.

^e Segment 5 contains 20 mph school speed zone.

The percentile speed data for Segment 5 is lower than the posted speed limit (35 mph). These percentile speeds exclude any speed data during the hours when the School Zone flashing beacons are activated. However, some signage in the School Speed Zone (Segment 5) reads “When Children Are Present” and does not have flashing beacons. Because the signage in the area does not explicitly state what time of day the speed limit is 20 mph in this area, it is possible that vehicles drive slower than the posted 35 mph speed limit at all times of day. Additionally, the speed radar sign, which is always activated, impacts vehicle speeds (Segment 5) at all times of the day. It should be noted also that there was some construction occurring at the high school at the time of the data collection that could have impacted vehicle speeds and volumes. The lower suggested speed limit from the SLS-Tool on Segment 5 (25 mph) is likely influenced by these factors.

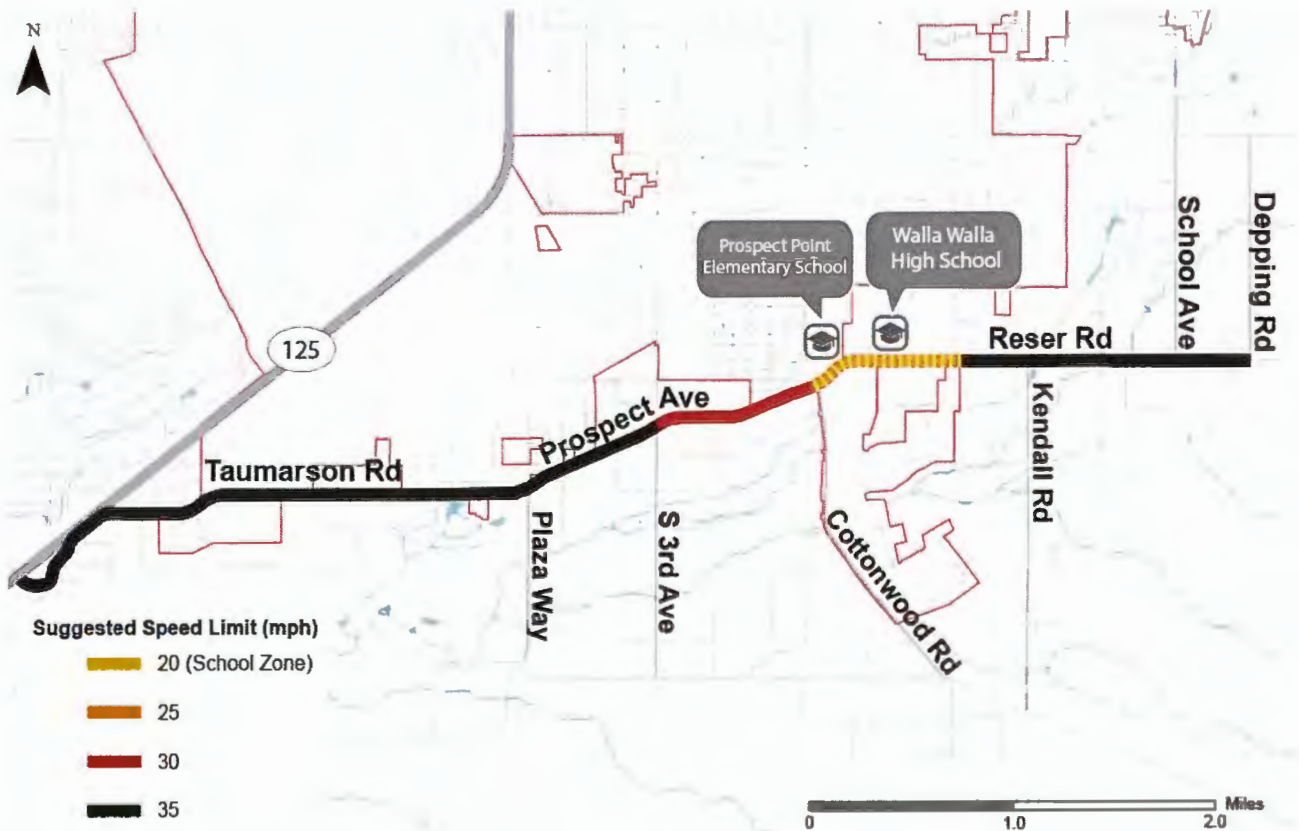


Figure 8. NHCRP 966 suggested posted speed limits.

RECOMMENDED POSTED SPEED LIMITS

Based on discussions with the City of Walla Walla, Walla Walla County, and City of College Place, DKS recommends the following changes to the suggested speed limits shown in Table 1 and Figure 8:

- The recommended posted speed limit on Segment 4 be 35 mph to be consistent with the suggested speed limits of 35 mph on the other segments (except Segment 5). DKS is comfortable with this recommendation since the posted speed limit is currently 35 mph on this segment and there are no safety concerns.
- The recommended posted speed limit on Segment 5 be 30 mph due to the previously discussed varying factors that may have impacted the collected percentile speed data on Segment 5.

All other segments, the recommended speed limit is the suggested speed limit. See the figure below for the recommended speed limits.

DKS also recommends that the horizontal curve on Segment 1 be evaluated to determine the need for advisory speed warning signs with the implementation of the recommended speed limit change.

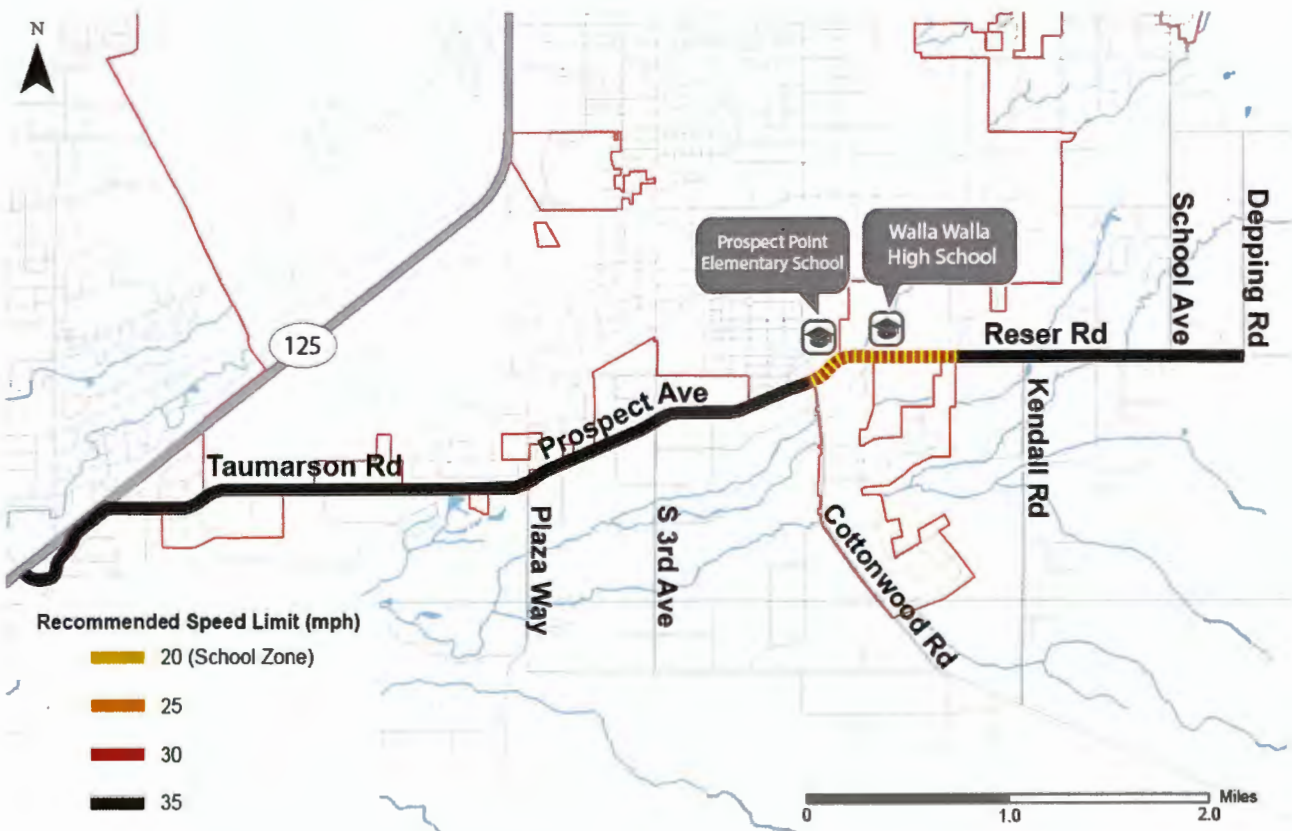
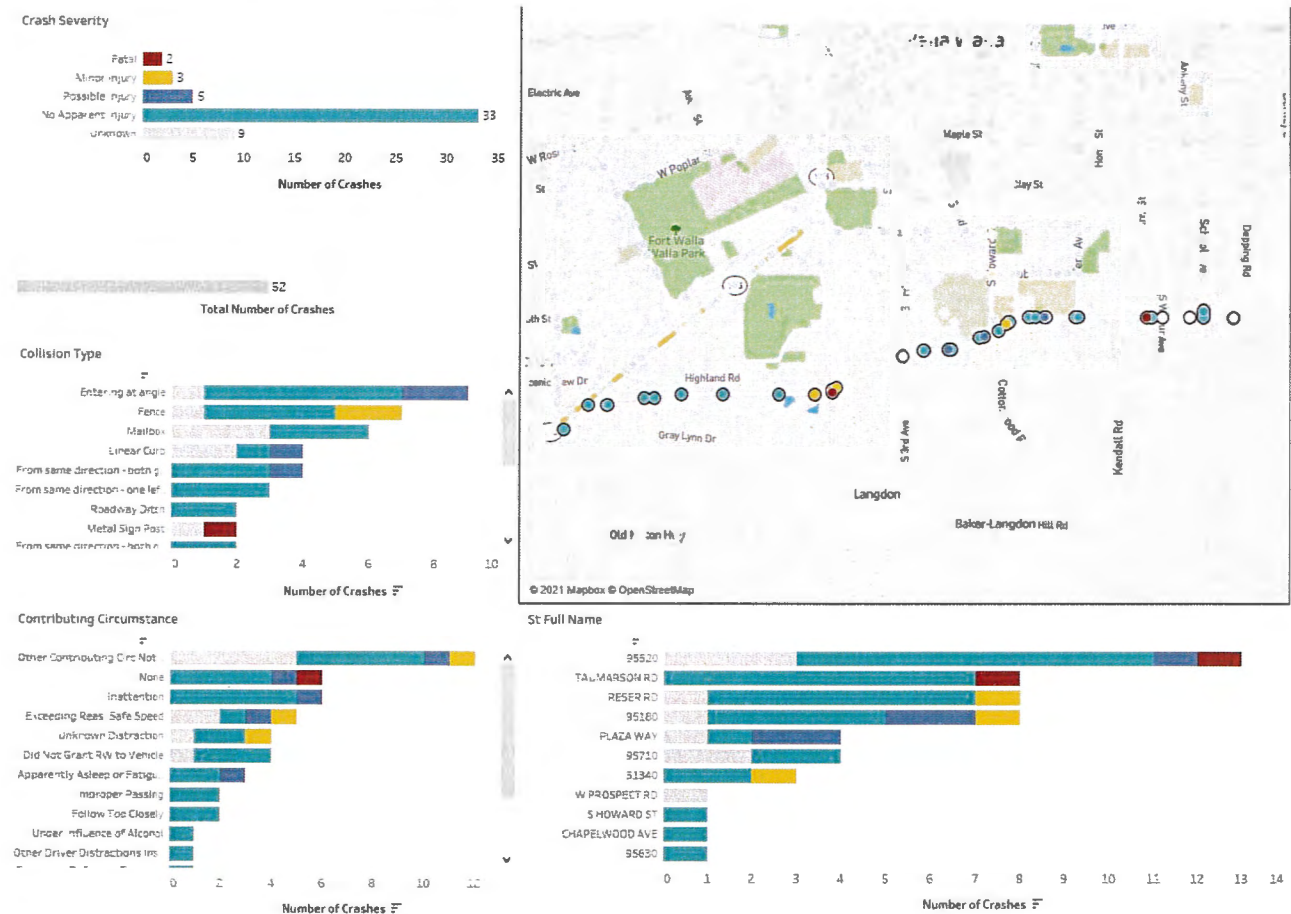


Figure 9. DKS recommended posted speed limits.

APPENDIX A: WSDOT CRASH DATA ALONG STUDY SEGMENT, 2015-2020

Overall Crashes along Study Corridor

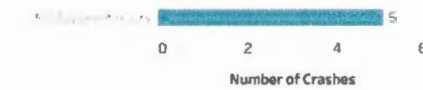


Segment 1: Taumaron Rd from SR 125 to Justice Ave

Washington DASH (2015-2020)

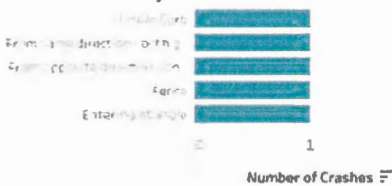
DKS

Crash Severity

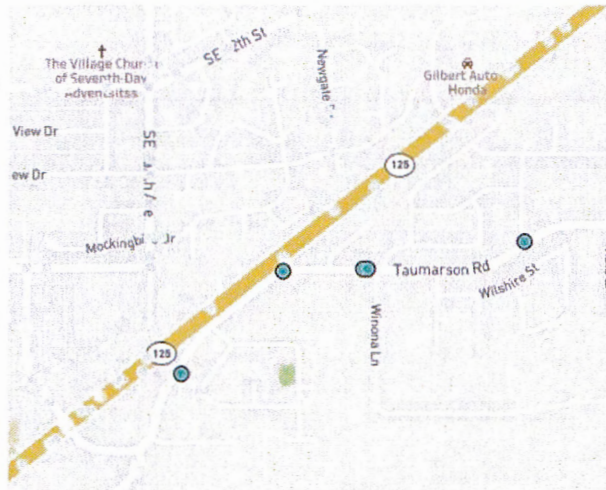
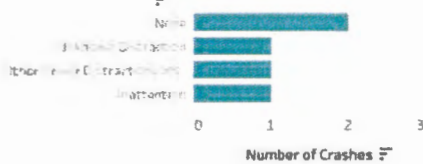


Total Number of Crashes

Collision Type



Contributing Circumstance



© 2021 Mapbox © OpenStreetMap

St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

Pedestrian Involved

(All)

Pedacyclist Involved

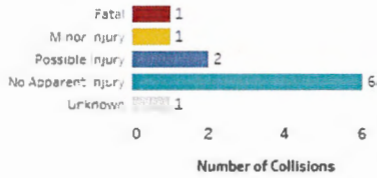
(All)

Segment 2: Taumaron Rd from Justice Ave to Plaza Way

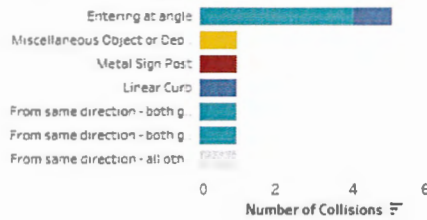
Washington DASH (2015-2020)

DKS

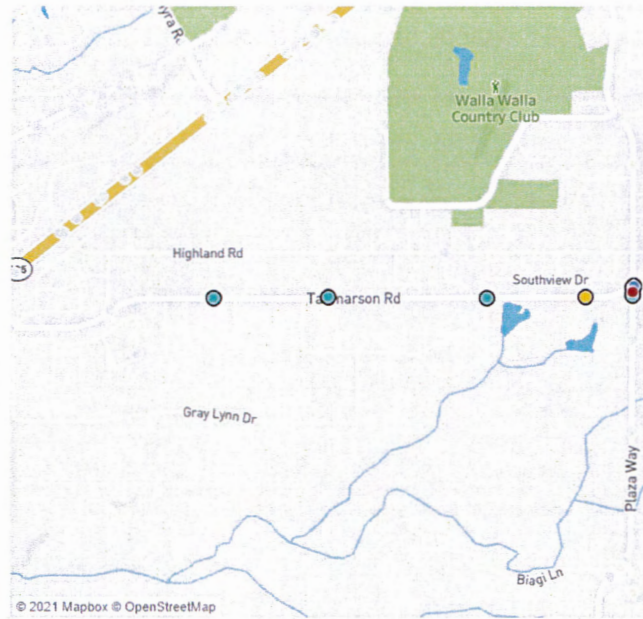
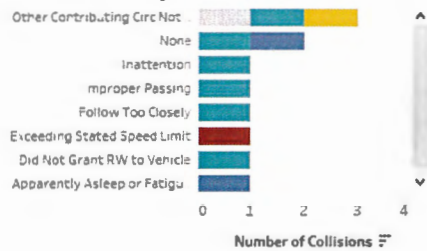
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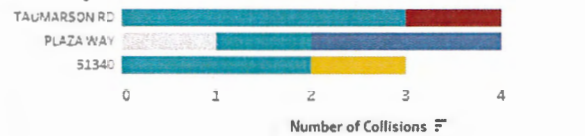
Collision Type



Contributing Circumstance



St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

Pedestrian Involved

(All)

Pedacyclist Involved

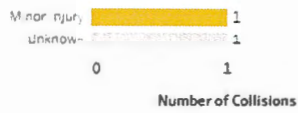
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Segment 3: Prospect Ave from Plaza Way to S 3rd Ave

Washington DASH (2015-2020)

DKS

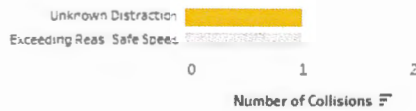
Crash Severity



Collision Type



Contributing Circumstance



St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All) ▼

City

(All) ▼

Intersection Related

(All) ▼

Lane Departure Indicator

(All) ▼

Pedestrian Involved

(All) ▼

Pedacyclist Involved

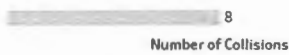
(All) ▼

Segment 4: Prospect Ave from S 3rd Ave to Cottonwood Rd

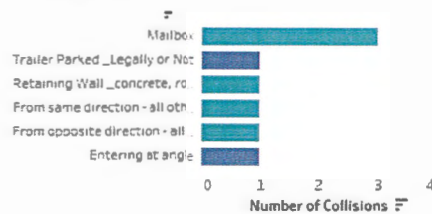
Washington DASH (2015-2020)

DKS

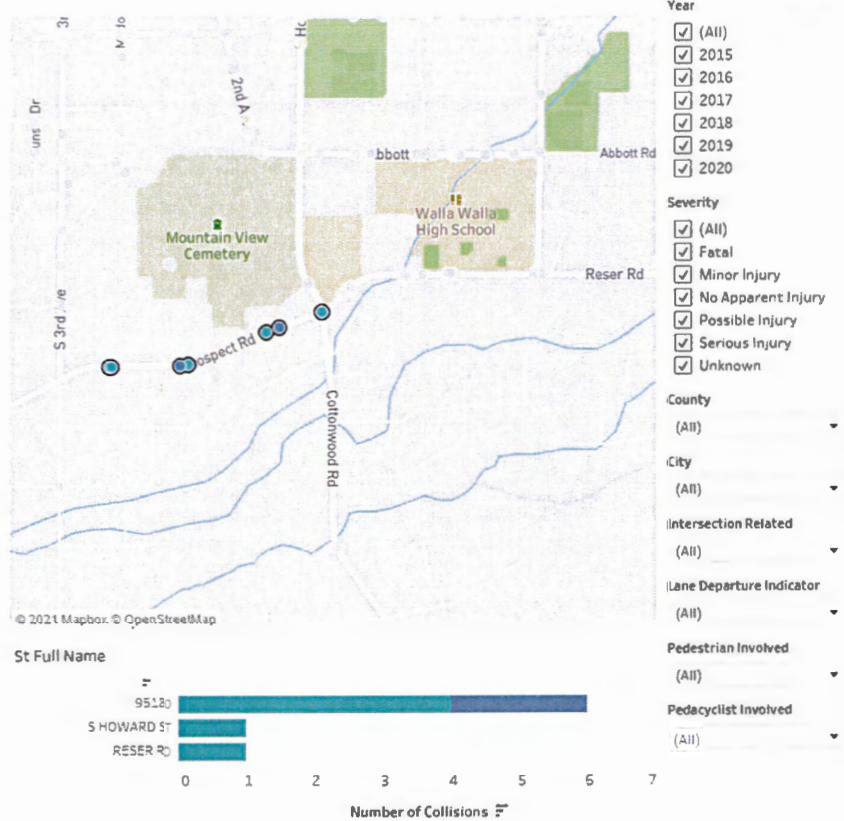
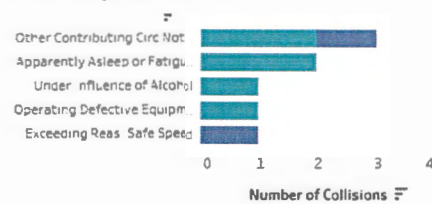
Crash Severity



Collision Type



Contributing Circumstance

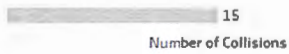
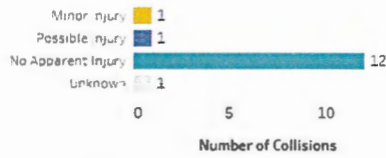


Segment 5: Reser Rd from Cottonwood Rd to Walts Ln

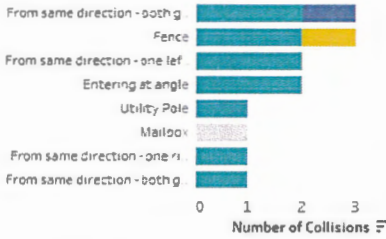
Washington DASH (2015-2020)

DKS

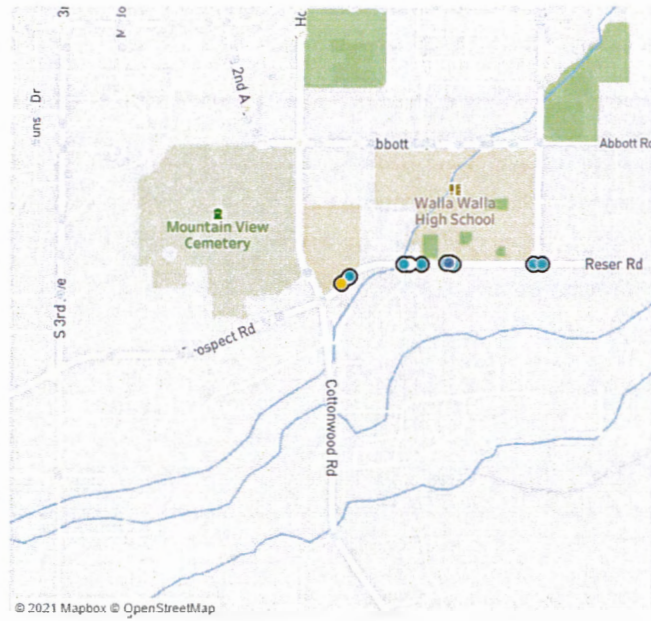
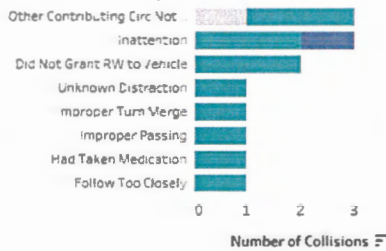
Crash Severity



Collision Type



Contributing Circumstance



Year

☒ (All)

☒ 2015

☒ 2016

☒ 2017

☒ 2018

☒ 2019

☒ 2020

Severity

☒ (All)

☒ Fatal

☒ Minor Injury

☒ No Apparent Injury

☒ Possible Injury

☒ Serious Injury

☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

Pedestrian Involved

(All)

Pedacyclist Involved

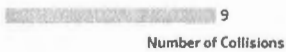
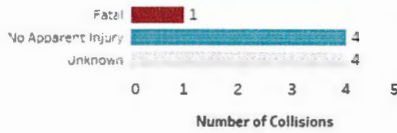
(All)

Segment 6: Reser Rd from Walts Ln to Depping Rd

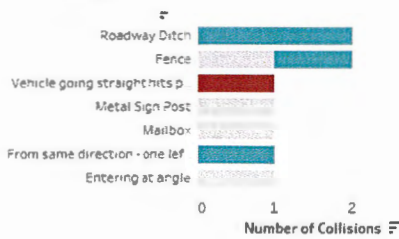
Washington DASH (2015-2020)

DKS

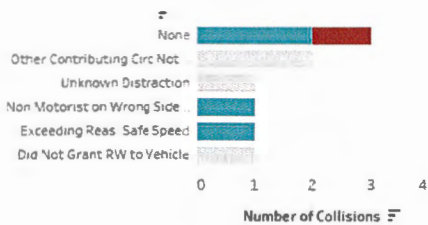
Crash Severity



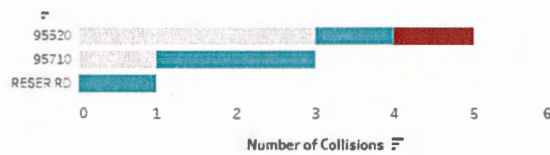
Collision Type



Contributing Circumstance



St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All) ▼

City

(All) ▼

Intersection Related

(All) ▼

Lane Departure Indicator

(All) ▼

Pedestrian Involved

(All) ▼

Pedacyclist Involved

(All) ▼

APPENDIX B: INPUTS FOR NCHRP 966 TOOL

Site Description Data			
Suburban	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Taumarson Rd	Roadway Name		
SR 125 to Justice Ave	Description		
25	Current speed limit (mph)		
Segment 1	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
38	85th-percentile speed (mph)		
33	50th-percentile speed (mph)		
Site Characteristics			
0.8	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
1	Number of traffic signals		
16	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
High	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
6,000	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
5	All (KABCO) crashes for crash data period		
0	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		290.7	
Critical KABC crash rate (crashes / 100 MVMT)		109.0	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Taumarson Rd	Roadway Name		
Justice Ave to Plaza Way	Description		
30	Current speed limit (mph)		
Segment 2	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
41	85th-percentile speed (mph)		
36	50th-percentile speed (mph)		
Site Characteristics			
1.1	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
1	Number of traffic signals		
16	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
4,900	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
11	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		271.9	
1.3 x average KABC crash rate (crashes / 100 MVMT)		83.6	
Critical KABCO crash rate (crashes / 100 MVMT)		282.6	
Critical KABC crash rate (crashes / 100 MVMT)		106.9	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Prospect Ave	Roadway Name		
Plaza Way to S 3rd Ave	Description		
35	Current speed limit (mph)		
Segment 3	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
39	85th-percentile speed (mph)		
34	50th-percentile speed (mph)		
Site Characteristics			
0.48	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
11	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
6,800	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
2	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		300.5	
Critical KABC crash rate (crashes / 100 MVMT)		119.9	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Prospect Ave	Roadway Name		
S 3rd Ave to Cottonwood Rd	Description		
35	Current speed limit (mph)		
Segment 4	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	30
Speed Data			
60	Maximum speed limit (mph)		
33	85th-percentile speed (mph)		
28	50th-percentile speed (mph)		
Site Characteristics			
0.59	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
23	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
5	Number of years of crash data		
5,600	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
8	All (KABCO) crashes for crash data period		
2	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		299.9	
Critical KABC crash rate (crashes / 100 MVMT)		119.5	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Reser Rd	Roadway Name		
Cottonwood Rd to Walts Ln	Description		
20	Current speed limit (mph)		
Segment 5	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	25
Speed Data			
60	Maximum speed limit (mph)		
33	85th-percentile speed (mph)		
27	50th-percentile speed (mph)		
Site Characteristics			
0.5	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
14	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Wide	Sidewalk presence / width		
Present	Sidewalk buffer		
High	Pedestrian activity		
High	On-street parking activity		
Yes	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
5,100	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
15	All (KABCO) crashes for crash data period		
2	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		314.1	
Critical KABC crash rate (crashes / 100 MVMT)		128.3	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Reser Rd	Roadway Name		
Walts Ln to Depping Rd	Description		
35	Current speed limit (mph)		
Segment 6	Notes		
Analysis Results			
Speed limit setting group		Developed	
Suggested speed limit (mph)		35	
Speed Data			
60	Maximum speed limit (mph)		
37	85th-percentile speed (mph)		
32	50th-percentile speed (mph)		
Site Characteristics			
1	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
52	Number of access points (total of both directions)		
Not high / Any type	Bicyclist activity / bike lane type		
None	Sidewalk presence / width		
Negligible	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
3,300	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
9	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		271.9	
1.3 x average KABC crash rate (crashes / 100 MVMT)		83.6	
Critical KABCO crash rate (crashes / 100 MVMT)		304.6	
Critical KABC crash rate (crashes / 100 MVMT)		120.3	

a) Action Agenda Items:

- 1) Proposal 2021 11-01 DCH-1 Approval to sign agreement between Third Sector New England, Inc and Walla Walla County Department of Community Health
- 2) Proposal 2021 11-01 DCH-2 Approval to sign Children's Home Society Nutrition Contract
- 3) Proposal 2021 11-01 DCH-3 Approval to sign Interagency Grant Agreement for Walla Walla County through the Community Development Block Grant (CDBG) Program Public Services Grant
- 4) Proposal 2021 11-01 DCH-4 Approval to sign Interagency Agreement with Department of Commerce Eviction Rent Assistance Program 2.0 (ERAP 2.0)
- 5) Resolution – Appointing individuals to the Veterans' Relief Advisory Board

b) COVID-19 update and miscellaneous



MEMO

Date: October 15, 2021

Proposal ID: 2021 11-1 DCH-1

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain Approval for BOCC to Sign Agreement between Third Sector New England, Inc. and Walla Walla County Department of Community Health

Topic: Anchor Community - A Way Home Grant

Summary

This is our routine contract with Third Sector New England, Inc. supporting the work in youth and young adult homelessness. This grant funds our Anchor Community Initiative (ACI) Coordinator, Sam Jackle as she performs her core responsibilities in this important area.

As a participating community, we receive intensive support to inform, grow and sustain efforts to prevent and end homelessness among youth and young adults. Recognizing that the circumstances that lead young people to experience homelessness can vary greatly, Anchor Communities work to develop solutions that are tailored both to our community and to the circumstances of each young person without a safe, stable place to call home.

Examples of duties our coordinator performs: leading bi-monthly strategy calls, ensure Core Teams with young people are making progress towards goals, participate in learning sessions; lead implementation of the ACI model locally, timely monthly reporting, and support the implementation of the local Centralized Diversion Fund and Student Stability Innovation Grant projects. Our goal is to reach Functional Zero: a set of measures to determine whether a community has functionally ended youth homelessness. Communities know they have reached functional zero when they have the capacity to: prevent most homelessness, quickly identify all the unaccompanied young people who are experiencing homelessness or housing instability, and quickly resolve homelessness with connections to safe and stable housing.

Cost

Funding

\$35,054 August 1, 2021 thru July 31, 2022

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

Participating in the ACI gives our community strategic coaching, data infrastructure, subject matter expertise and state level support team who use data-driven, quality improvement model to support communities in setting measurable goals, identifying system changes and using data to track results. The goal is to reach Functional Zero.

Conclusion/Recommendation

Recommend the BOCC sign the A Way Home Grant and any future amendments.

Submitted By

Nancy Wenzel, DCH

Disposition

____ Approved

Name

Department

Date

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

**AGREEMENT
BY AND BETWEEN
THIRD SECTOR NEW ENGLAND, INC.
AND
WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH**

This agreement (the "Agreement") dated August 10, 2021 is entered into by Third Sector New England, Inc. ("TSNE"), a Massachusetts not-for-profit corporation having its principal place of business at The NonProfit Center, 89 South Street, Suite 700, Boston, Massachusetts 02111 on behalf of itself and fiscally sponsored organization A Way Home Washington (collectively referred to herein as "TSNE") and Walla Walla County Department of Community Health, located at 314 W. Main Street, Walla Walla, WA 99362 ("Consultant"). Each of TSNE and Consultant are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

Whereas, TSNE desires to engage Consultant to provide certain recruit, hire and employment services as set forth herein to its fiscally sponsored program, A Way Home Washington;

Therefore, the Parties agree as follows:

ARTICLE 1. ENGAGEMENT OF CONSULTANT

TSNE hereby agrees to engage Consultant and Consultant agrees to perform the Services set forth in Article 4 of this Agreement. Consultant shall comply with all rules provided by TSNE with regard to access to and use of TSNE's property, information, equipment, and facilities in connection with his/her performance of the Services.

ARTICLE 2. INDEPENDENT CONTRACTOR RELATIONSHIP

It is the express intention of the Parties that Consultant is an independent contractor. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee, or representative of TSNE, or to create any relationship of an agent, servant, employee, partnership, joint venture, or association among the Parties or their affiliates. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant acknowledges and agrees that Consultant is obligated to pay all self-employment and other taxes thereon. TSNE and Consultant are to exercise their own discretion on the method and manner of performing their respective obligations pursuant to this Agreement.

Consultant shall be solely responsible for payment of any and all taxes (including state, federal, or local); worker's compensation insurance; FICA, FUTA, disability payments; social security payments; unemployment insurance payments; insurance; or any similar type of payment in connection with the performance by Consultant or any employee thereof of the Services. Consultant shall hold TSNE harmless from any and all claims for such payments.

ARTICLE 3. PERIOD OF PERFORMANCE

This Agreement shall be in effect as of August 1, 2021 and shall terminate on July 31, 2022 unless: (i) terminated earlier by the Parties in accordance with Article 9 of this Agreement; or (ii) extended by mutual agreement of the Parties.

ARTICLE 4. SCOPE OF WORK

Consultant shall perform services as set forth in the attached Scope of Work (the "Services"). In the event of any inconsistency between the terms of this Agreement and the Services, the terms of this Agreement shall be controlling.

ARTICLE 5. COMPENSATION AND INVOICING

Total compensation payable to Consultant under this Agreement shall be \$34,054 and is inclusive of all costs. Compensation shall be invoiced and submitted for the full contract amount to TSNE immediately upon execution of this agreement.

Consultant shall submit a numbered invoice for the full contract referencing Contract #12272, detailing the services performed and the amount due, and providing a reconciliation against the approved budget using. Invoices should be sent to A Way Home Washington's attention at Concur Capture (invoicing system) by either emailing it to TSNE_InvoiceCapture@concursolutions.com or mailing it to:

Third Sector New England Inc
C/O Concur Invoice Capture
10700 Prairie Lakes Drive
Eden Prairie, MN 55344

Further details on Concur Capture and invoicing practices may be provided upon Consultant's request. Acceptance and approval of invoices by A Way Home Washington is required before payment is issued by TSNE. TSNE reserves the right to withhold payment for any invoice(s) not in compliance with the contract's terms or are submitted greater than 60 days after the relevant billing period.

ARTICLE 6. DUPLICATION OF FUNDING

Consultant represents and warrants that Consultant is not and will not during the term of this Agreement receive any duplicate reimbursement from other sources, public or private, for activities carried out under this Agreement.

ARTICLE 7. EXAMINATION OF RECORDS

Consultant agrees to keep accurate records of all expenses and costs in connection with this Agreement, which records shall be open for inspection by TSNE or its designated representatives for a period of three (3) years from the date of final payment to Consultant. Notwithstanding the foregoing sentence, Consultant shall retain all records for periods of more than three (3) years from the date of final payment to Consultant if required by any and all applicable laws or funder requirements.

ARTICLE 8. INTEREST AND REPRESENTATIONS OF CONSULTANT

Consultant covenants that (i) no employee of Consultant, nor any member of the immediate family of any such employee, has any financial or business interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services or with any other provision of this Agreement; and (ii) Consultant has no outstanding agreement or obligation that is in conflict with the Services as contemplated hereunder or that would preclude Consultant from complying with the provisions of this Agreement.

Consultant represents and warrants as follows: (i) Consultant will perform the Services with due professional care in accordance with generally accepted industry practices; (ii) Consultant has the authority to enter into and perform under this Agreement; (iii) Consultant will not disclose to TSNE, or use in connection with the performance of Services under this Agreement, any third party confidential or

proprietary information unless it receives prior written permission to do so, and (iv) Consultant's performance of the Services will not infringe any intellectual property rights of any third parties.

ARTICLE 9. TERMINATION

This Agreement may be terminated by either Party upon delivery of fourteen (14) days' written notice to the other Party. Notwithstanding anything to the contrary herein, TSNE may terminate this Agreement immediately at any time upon notice to Consultant if TSNE determines, in its sole discretion, that Consultant has engaged in illegal activities or other activities that may be detrimental to TSNE or its affiliates. In the event of termination, Consultant will be reimbursed for those compensation fees and expenses incurred up to the date of termination which may be validly charged under this Agreement and for which funds are available at the time of termination.

ARTICLE 10. SURVIVAL

Notwithstanding the termination of this Agreement, the covenants and obligations of the Parties set forth in Articles 7, 10, 11, 12, 13, 15, 16, 17, and 18 shall remain in effect and be fully enforceable in accordance with the provision thereof.

ARTICLE 11. CONFIDENTIALITY AND PUBLICATIONS

Consultant will not, during or subsequent to the term of this Agreement, use TSNE's Confidential Information (as defined below) for any purpose whatsoever other than the performance of the Services or disclose TSNE's Confidential Information to any third Party without the prior written approval of both the Chief Executive Officer of TSNE and the project director of A Way Home Washington. It is understood that such Confidential Information and any materials containing such Confidential Information shall remain the sole property of TSNE. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Upon termination of Consultant's engagement for any reason, Consultant will promptly deliver to TSNE all Confidential Information received by it and its affiliates hereunder. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by TSNE either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment *provided however*, Confidential Information does not include information which has become publicly known and made generally available through no wrongful act of Consultant or information that Consultant is required to disclose under the Public Records Acts.

ARTICLE 12. DATA AND PROPERTY RIGHTS

TSNE shall promptly and without charge provide Consultant with all information and materials necessary for performance of the Services, or as reasonably requested by Consultant in order to perform the Services (the "TSNE Disclosed Materials"). Consultant shall not use TSNE Disclosed Materials for any purpose other than carrying out the Services, unless otherwise agreed to in writing by TSNE. Consultant shall promptly return TSNE Disclosed Materials to TSNE upon completion of the Services.

TSNE is the exclusive owner of any proprietary information or other Confidential Information disclosed hereunder by or on behalf of TSNE, including any improvements, adaptations, derivative works, enhancements and/or modifications with respect thereto and any intellectual property rights of TSNE contained therein (collectively, "TSNE Materials"), and Consultant hereby assigns and transfers to TSNE all rights, title and interest therein and thereto that Consultant may have. TSNE hereby reserves all rights not expressly granted to Consultant herein with respect to TSNE Materials and any information (including proprietary information) contained herein.

All ideas, concepts, discoveries, inventions, developments, improvements, know-how, trademarks, trade secrets, designs, processes, methodologies, materials, products, formulations, data, documentation, reports, algorithms, notation systems, computer programs, works of authorship, databases, mask works, devices, equipment and any other creations (whether or not patentable or subject to copyright or trade secret protection), developed and/or produced by Consultant, either alone or jointly with others, in connection with or arising out of the Services or this Agreement ("Inventions") shall vest exclusively with TSNE. All copyrightable Inventions created by Consultant in connection with this Agreement shall constitute a work made for hire as contemplated by the United States Copyright Act ("Work for Hire"). In the event any Inventions or any element thereof are not deemed Work for Hire, Consultant agrees to and hereby assigns to TSNE, all right, title and interest (including, without limitation, the copyright therein and all extensions and renewals thereof) in and to such Inventions.

ARTICLE 13. INDEMNIFICATION

All obligations and liabilities which may arise from or be incurred by Consultant as a result of any breach of this Agreement, or the performance of this Agreement, shall be solely the responsibility of Consultant. Consultant agrees to indemnify and hold harmless TSNE and its owners, officers, directors, employees, and affiliates (collectively, the "TSNE Parties") to the fullest extent permitted by law, against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), incurred or sustained by any of the TSNE Parties as a result of or related to the provision of Services hereunder by Consultant or any breach of this Agreement by Consultant.

ARTICLE 14. COMPLIANCE WITH LAW

Both TSNE and Consultant shall abide by the relevant federal and state law and regulations governing the administration of projects of this nature. Neither TSNE nor Consultant shall discriminate in employment, purchasing or subcontracting on the basis of race, color, sex, sexual orientation, gender identity, religious affiliation, national origin, age, veteran status, or disability in connection with the Services or performance of any other provision of this Agreement. In addition, Consultant hereby warrants that Consultant implements and maintains appropriate security measures for the protection of personal information and otherwise complies with 201 CMR 17.00.

ARTICLE 15. NO ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Consultant shall not assign any rights, duties, or obligations arising under this Agreement without the prior written consent of TSNE. Any attempt to assign any rights, duties, or obligations under this Agreement without the written consent of TSNE is null and void.

ARTICLE 16. FURTHER ASSURANCES

Consultant shall, at any time during or after the term of this Agreement, upon request of TSNE, execute all documents and perform all lawful acts which TSNE considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Agreement, including in order to obtain any intellectual property rights over any Inventions.

ARTICLE 17. GOVERNING LAW

This Agreement is governed by, and is to be interpreted and enforced in accordance with, the Laws of the State of Washington without giving effect to any choice of law or conflict of laws rules or provisions.

ARTICLE 18. SEVERABILITY

If any portion or provision hereof is to any extent determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder hereof, and the application of such portion or provision in circumstances other than those as to which it is so determined to be illegal, invalid, or unenforceable, as applicable, will not be affected thereby.

ARTICLE 19. MODIFICATIONS

This Agreement, including any attachments, constitutes the entire agreement and understanding between the Parties concerning this subject and as of its date, cancels, terminates, and supersedes all prior written and oral understandings, agreements, proposals, promises, and representations of the Parties respecting any of the subject matter contained herein. This Agreement can be modified if, and only if, such amendment is mutually agreed upon by the Parties.

ARTICLE 20. COUNTERPARTS

This Agreement may be executed in counterparts. For purposes of execution of this Agreement, faxed or electronically transmitted signature pages will be deemed the original signature pages.

To evidence the Parties' agreement to this Agreement, they have executed and delivered it on the date set forth in the preamble.

THIRD SECTOR NEW ENGLAND, INC.

By:_____ Date:_____
[Name, Title]

WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

By:_____ Date:_____
[Name, Title]

STATEMENT OF WORK

Anchor Community Contractor shall recruit, hire and employ the position of Anchor Community Initiative (“ACI”) Coordinator as described in the attached Job Description, hereby incorporated by reference and made part of this Agreement (“Job Description”). Anchor Community Contractor shall employ the ACI Coordinator under the terms of the Job Description and the Anchor Community Contractor Initiative grant. All hiring processes for ACI Coordinator roles must be publicly posted and open to external and internal candidates, unless the Anchor Community Contractor receives a written exception from the ACI Project Director or AWHWA Executive Director.

Additionally, the core responsibilities of the ACI Coordinator are to:

- Participate in ACI strategy conversations and meetings, including bi-monthly lead calls, bi-monthly coordinator calls, ACI Learning Sessions and ACI strategy retreats
- Uphold and lead implementation of the ACI model locally, including centering youth voice, data driven cultures, continuous improvement and racial/LGBTQ+ equity
- Ensure local yes-to-yes plans are updated at least monthly, and that system-level data and improvement project summaries are reported to AWHWA in a timely manner each month
- Ensure local Core Teams are meeting regularly, accessible for young people, and that the team is making progress towards local ACI goals
- Support the implementation of the local Centralized Diversion Fund and Student Stability Innovation Grants projects
- Collaborate with Blue Mountain Action Council to ensure young people receive stipends for all ACI work in accordance with AWHWA's stipend guidelines

AWHWA is supporting the youth engagement capacity needed to ensure young people are able to fully participate in the work of the Anchor Community Initiative in Walla Walla. The ACI's baseline for youth engagement, laid out in the ACI Gold Standard for Youth Engagement is: Each Anchor Community has at least 2 young people participating in Core Team meetings as full members, and has a structure in place for ensuring a body of young people outside of the Core Team choose some improvement projects that the Core Team implements for each of its reducing goals. The ACI Coordinator must work collaboratively with the ACI youth engagement point person at Blue Mountain Action Council, who will support Walla Walla in achieving this baseline level of ACI youth engagement.



MEMO

Date: October 15, 2021

Proposal ID: 2021 11-01 DCH-2

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain Approval for BOCC to sign Children's Home Society Contract Nutrition

Topic: Children's Home Society Contract

Summary

This contract is a recurring contract and utilizes our specialized dietician to provide comprehensive and accessible nutrition services to family and staff in our local Early Head Start Program.

Cost

Funding

\$5,000 September 1, 2021 through August 31, 2022

Alternatives Considered

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

Most people think about the Head Start Program in relationship to only education and early childhood learning for low-income families. While the educational piece is true and accurate, the nutritional services of Head Start are just as important. It is the cooperative effort between education and quality nutrition that makes the Head Start program so successful in our community. This grant allows families to identify the nutritional requirement of each child and educate parents on how to properly feed and care for their unique child based upon their personal data, not some national chart or scale. This education sets up the student for future success for families making choices that sustain learning because the cheapest food for low-income families is usually the unhealthiest.

Conclusion/Recommendation

Recommend the BOCC sign this contract and any future amendments.

Submitted By

Nancy Wenzel, DCH

Disposition

____ Approved

Name	Department	Date
------	------------	------

____ Approved with modifications

____ Needs follow up information

Name	Department	Date
------	------------	------

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

AGREEMENT BETWEEN
CHILDREN'S HOME SOCIETY OF WASHINGTON
AND
WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

This Agreement, made by and between Children's Home Society of Washington, herein after referred to as CHSW, and Walla Walla County Department of Community Health, hereinafter known as the Contractor, governs the provision of work, the collection of data and payment of authorized services rendered in the name of the Children's Home Society of Washington-Early Head Start, hereinafter referred to as CHSW-EHS.

Contractor:
Walla Walla County Department of Community Health
Public Health & Legislative Building
314 West Main Street
PO Box 1753
Walla Walla, WA 99362

TERMS AND CONDITIONS

Exhibits Incorporated by Reference:

In addition to the rights and obligations of the parties set forth below in this Agreement, the rights and obligations of the parties to this Agreement shall be subject to, and governed by, the following attached exhibits:

Exhibit A: Statement of Work

Exhibit B: Federal Audit, Financial & Program Management, Procurement &
Property Requirements

Exhibit C: Federal Assurances

IT IS MUTUALLY AGREED THAT:

Section A. Statement of Work

The Contractor shall oversee the development and implementation of the nutrition component services for the CHSW Walla Walla Early Head Start Program in accordance with the Head Start Performance Standards and Washington State childcare licensing regulations. The Contractor will provide services for families with young children, as provided in the Statement of Work, Exhibit A.

Section B. Period of Performance

The period of performance governing this Agreement will be September 1, 2021 through August 31, 2022.

Section C. Budget

CHSW will pay the Contractor for those direct services, described in the Statement of Work, Exhibit A. Administrative or indirect costs are not allowed. Payment will not exceed \$5,000. This Agreement is based on an average of two hours per week for the registered dietician.

Section D. Current/Future Support

CHSW-Early Head Start Program is funded through a grant from the Administration for Children and Families: Office of Head Start (CFDA No. 93.600) This Agreement is subject to continuing funding from the Administration for Children and Families. In the event funding is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to nominal completion, CHSW may unilaterally terminate this Agreement or may reduce its scope and budget.

Section E. Reports/Invoices

The Contractor will submit to CHSW within fifteen (15) days following the end of each month invoices of actual hours and dates of service provided. The final invoice will be due September 15, 2022. Final payment is conditional on meeting the requirements of the Statement of Work, Exhibit A. Invoices should be emailed/mailed to:

CHSW Accounting Dept Email: COAccounting@chs-wa.org
Children's Home Society of Washington
P.O. Box 15190
Seattle, Washington 98115

Final payment is conditional on meeting the requirements of the Statement of Work, Exhibit A. Payment will be made within thirty (30) days after receipt of invoice.

The Contractor understands and expressly agrees that CHSW is the payer of last resort for services under this Agreement, and that it will not bill CHSW for services that are eligible for payment by another funding source.

The Contractor will maintain all necessary records, forms, and case documentation on services provided to referred families and will provide copies of case documentation to the CHSW, upon request.

During the Agreement period and following its termination, the Contractor, and any subcontractors resulting from this Agreement, shall follow accounting procedures and shall

EXHIBIT A:
STATEMENT OF WORK

I. PROGRAM GOALS

CHSW's Early Head Start's commitment to wellness embraces a comprehensive vision of health for children, families, and staff. The primary goal and objective of this Agreement is to ensure that, through collaboration among families, staff, and health professionals, the nutritional needs of the children and families are met.

The Contractor shall provide comprehensive, accessible nutrition services to families and staff in CHSW's Early Head Start Program. These services will be delivered in a family-centered, culturally appropriate manner; and will be measured using pre-determined, mutually agreed upon outcomes. The Contractor will oversee the development and implementation of a Nutrition component for Early Head Start that will meet or exceed Early Head Start Performance Standards as well as state childcare licensing requirements.

II. PROGRAM OBJECTIVES

The Statement of Work addresses what services will be delivered, and specifies how nutrition services will be delivered from the initial determination of the child and families' nutritional status through the delivery of ongoing services provided in collaboration with parents and professional service providers.

- A. The Contractor with the assistance of EHS staff and families will identify each child's nutritional needs, taking into account staff and family discussions concerning:
1. Any relevant nutrition-related assessment data (height, weight, hemoglobin/hematocrit);
 2. Information about family eating patterns, including cultural preferences, special dietary requirements for each child with nutrition-related health problems, and the feeding requirements of infants and toddlers and each child with disabilities;
 3. For infants and toddlers, current feeding schedules and amounts and types of food provided, including whether breast milk or formula and baby food is used; meal patterns; new foods introduced; food intolerances and preferences; voiding patterns; and observations related to developmental changes in feeding and nutrition. This information will be shared with parents and updated regularly.

4. Information about major community nutritional issues, as identified through the Community Assessment or by the Health Services Advisory Committee or the local health department.
- B. Oversee the provision of nutritional services. The Contractor will assign a Registered Dietician who will oversee the design and implementation of a nutrition program that meets the nutritional needs and feeding requirements of each child, including those with special dietary needs and children with disabilities. This oversight will include review and update of the meal and snack list utilized for home based group socialization. The nutrition program will serve a variety of foods that consider cultural and ethnic preferences, and which broaden the child's food experience. Parents and appropriate community agencies will be involved in planning, implementing, and evaluating the agencies' nutritional services.
- C. The Contractor will ensure that nutritional services in center-based settings contribute to the development and socialization of enrolled children
- D. The Contractor, in collaboration with the EHS Program Manager and the Health Services Advisory Committee will assist in developing and monitoring a quality food service program meeting USDA and state licensing standards and that is developmentally, culturally and socially appropriate.

III. STAFF PATTERNS, QUALIFICATIONS AND EVALUATIONS

- A. The Contractor will employ staff who will provide the services outlined in the Statement of Work. The Contractor will be responsible for ensuring the qualifications of the staff meet Head Start Performance Standards and Contractor agency standards.
- B. The Contractor will designate a lead contact person between the Early Head Start Program and Walla Walla County Health Department for the purposes of effective communication and quality improvement.

IV. RECORD MANAGEMENT AND QUALITY IMPROVEMENT

- A. The Contractor will establish and maintain efficient records, review nutrition records with parents as needed or requested, provide accurate and timely information regarding the children and parents in the program and ensure confidentiality of this information, and provide quarterly information to evaluate outcomes and progress of the program objectives as requested.
- B. The Contractor will participate in the following meetings:

1. Early Head Start monthly staff meetings, Team reviews, and Family Resource Team meetings as requested;
 2. Parent education meetings, socialization groups and participate in home visits, when requested;
 3. Health Services Advisory Committee meetings, quality improvement task forces and committees working to improve program quality, and
 4. Birth-to-three child development team meetings, as requested, for children being assessed for early intervention services.
- C. The Contractor will be an active participant in creating the team staffing approach and will work to coordinate decision making and information sharing with CHSW - EHS staff.

V. Performance Standards, CHSW Procedures and Program Forms

- A. The Contractor will comply with all Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007, related to the Contractor's work with parents and children.
- B. The Contractor will comply with all CHSW's Early Head Start procedures and protocols.
- C. The Contractor will use CHSW forms for documenting work with children and families. The Contractor may modify CHSW forms to include the Contractor's logo and agency name. The content of the form may not be changed or modified without written permission from the Early Head Start Director.

EXHIBIT B:

FEDERAL AUDIL FINANCIAL & PROGRAM MANAGEMENT.
PROCUREMENT & PROPERTY REQUIREMENTS

Audit requirements for institutions (Contractor) receiving federal funds from Children's Home Society of Washington (CHSW) under this Agreement are as follows:

The Federal Office of Management and Budget (OMB) Circular A-133* governs the audit of state agencies, local governments, institutions of higher education and non-profit organizations.



MEMO

Date: October 15, 2021

Proposal ID: 2021 11-01 DCH-3

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain Approval for BOCC to Sign Community Development Block Grant Program Public Services Grant

Topic: Community Development Block Grant (CDBG) Program Public Services Grant

Summary

The CDBG Public Services grant is our routine grant (approved to apply for grant under Proposal 2021 04-12 DCH) administered by Blue Mountain Action Council for low-and-moderate income clients. The CDBG grant supports partnerships with regional Community Action Programs and funds new services, expansion of existing services, implementation of innovative service delivery and targeting new clients in Walla Walla, Columbia and Garfield Counties. These grants address the root causes of poverty and help poor families and individuals regain or retain self-sufficiency. Some recent tasks that have been addressed locally are:

- Direct Services for low- and moderate-income persons (especially in Garfield/Columbia who do not have a lot of services available)
- Pro Bono Lawyer Referral Services
- Employment/Training, Adult Literacy Program
- Employment/Training, Community Jobs
- Employment Training, Financial Literacy

Cost

N/A

Funding

\$44,650.00 Total

\$41,150 available to Blue Mountain Action Council and up to \$3,500 Walla Walla County for eligible administrative costs.

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

The CDBG program improves the economic, social and physical environment of eligible, rural cities and counties to enhance the quality of life for low- and moderate-income residents, thereby strengthening the entire community.

Conclusion/Recommendation

Recommend the BOCC approve and sign the CBDG Public Service Grant including any future amendments and community subawards approved from this grant.

Submitted By			Disposition
Nancy Wenzel, DCH			____ Approved
Name	Department	Date	____ Approved with modifications
			____ Needs follow up information
Name	Department	Date	____ Denied
			BOCC Chairman
			Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

September 13, 2021

The Honorable Gregory Tompkins, Chair
Board of County Commissioners, Walla Walla County
PO Box 1753
Walla Walla, WA 99362

Dear Commissioner Tompkins:

I am pleased to inform you that Walla Walla County is awarded a \$44,650 Community Development Block Grant (CDBG) for public services provided by Blue Mountain Action Council. Funding is contingent on the state's receipt of its 2021 annual award from the U.S. Department of Housing and Urban Development.

Prior to grant contract execution, this letter allows you to incur costs not to exceed ten percent of your award for eligible administrative and public services activities after July 1, 2021. Payment for eligible costs will be provided on a *reimbursement basis only* by Commerce after the grant contract is executed. All costs to be reimbursed must comply with applicable state and federal requirements.

The county's 2021 CDBG Public Services Grant contract with Commerce will be emailed to you for your signature in the near future.

Please contact Roberta Golden at (360) 953-9069 or roberta.golden@commerce.wa.gov if you have any questions.

Sincerely,

Mark K. Barkley
Assistant Director

cc via email: Sam Jackle, Homeless Housing System Engagement Coordinator
Kathy Covey, CEO, Blue Mountain Action Council



Interagency Grant Agreement with

Walla Walla County

through

Community Development Block Grant (CDBG) Program

Public Services Grant

For

Public services through Blue Mountain Action Council to low- and moderate-income persons in Walla Walla, Columbia and Garfield Counties.

Start date: July 01, 2021

FACE SHEET

Contract Number: 21-62210-014

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit
CDBG Public Services Grant

1. Grantee Walla Walla County PO Box 1753 Walla Walla, WA 99362		2. Grantee Doing Business As (optional) NA	
3. Grantee Representative Sam Jackle, Homeless Housing System Engagement Coordinator (509) 540-8908 sjackle@co.walla-walla.wa.us		4. COMMERCE Representative Roberta Golden, Project Manager PO Box 42525/1011 Plum Street SE Olympia, WA 98504 (360) 810-1044 roberta.golden@commerce.wa.gov	
5. Grant Amount \$44,650	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 7/1/2021	8. End Date 6/30/2022
9. Federal Funds \$44,650	Federal Agency: U.S. Department of Housing and Urban Development (HUD)	CFDA Number: 14.228	Indirect Rate (if applicable): N/A
10. Tax ID # 91-6000138	11. SWV # SWV0003171-19	12. UBI # 363006535	13. DUNS # 619391951
14. Grant Purpose Public services through Blue Mountain Action Council to low- and moderate-income persons in Walla Walla, Columbia and Garfield Counties. A full description of the project is in Attachment "A" Scope of Work and Budget.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below to start as of the date and year referenced above and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Budget, Attachment "B" – Letter to Incur Costs, Grantee's application for funding and the Community Development Block Grant policies and procedures.			
FOR GRANTEE _____ The Honorable Gregory Tompkins, Chair, Board of County Commissioners Walla Walla County _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

ATTACHMENT A — SCOPE OF WORK AND BUDGET
Grantee: Walla Walla County
Contract No. 21-62210-014

Section B: Project Activities, Milestones and Budget (continued)

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
05 Public Services	\$41,150	<ul style="list-style-type: none"> ▪ Deliver the direct services identified in the CDBG application through the local community action program. ▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons. ▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments. 	Approximately 136 LMI persons receive direct services by contract end date
TOTAL:		\$44,650	

ATTACHMENT A — SCOPE OF WORK AND BUDGET
Grantee: Walla Walla County
Contract No. 21-62210-014

Section B: Project Activities, Milestones and Budget (continued)

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
05 Public Services	\$41,150	<ul style="list-style-type: none"> ▪ Deliver the direct services identified in the CDBG application through the local community action program. ▪ Allocate and manage public services funds as established in the approved subrecipient agreement and budget. ▪ Meet the CDBG national objective of principally benefiting low- and moderate-income persons. ▪ Accomplish HUD's outcome of increasing the availability and accessibility of services to achieve HUD's objective of creating suitable living environments. 	Approximately 136 LMI persons receive direct services by contract end date
TOTAL:	\$44,650		



MEMO

Date: 10-15-2021

Proposal ID: 2021 11-01-DCH-4

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain BOCC Approval to Sign Department of Commerce Eviction Rent Assistance Program 2.0 (ERAP 2.0)

Topic: Rent Assistance Program 2.0 (ERAP 2.0)

Summary

The Eviction Rent Assistance Program 2.0 (ERAP 2.0) Grant (approval to apply for grant under Proposal 2021 09-27 DCH-2) is part of Washington State's response to the COVID-19 disaster, intended to prevent evictions that would contribute to the spread of the virus by paying past due, current due, future rent, and utilities, targeting limited resources to those who have experienced financial hardship due to the COVID-19 outbreak and are at risk of experiencing homelessness or housing instability.

Cost

N/A

Funding

\$5,414,789.00 October 1, 2021 thru June 30, 2023

Alternatives Considered

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

The Emergency Rental Assistance Program will help to keep families in their homes during this challenging time.

Conclusion/Recommendation

Recommend the BOCC sign the ERAP 2.0 grant and any future amendments.

Submitted By			Disposition	
Nancy Wenzel, DCH			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
			<input type="checkbox"/> Needs follow up information	
Name	Department	Date	<input type="checkbox"/> Denied	
			BOCC Chairman	Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up



Interagency Agreement with

Walla Walla County Department of Community Health

through

Community Services and Housing Division
Housing Assistance Unit

For

Eviction Rent Assistance Program 2.0 (ERAP 2.0)

Start date: October 1, 2021

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Attachment A, Scope of Work

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Attachment C, Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines

FACE SHEET**Contract Number:** 21-4619C-129

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Eviction Rent Assistance Program 2.0**

1. Contractor Walla Walla County Department of Health 314 W Main St Walla Walla, WA 99362		2. Contractor Doing Business As (optional)	
3. Contractor Representative Sam Jackle Homeless Housing Coordinator (509)524-2666 sjackle@co.walla-walla.wa.us		4. COMMERCE Representative Maureen Maples Grant Coordinator (360)706-4207 Maureen.maples@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Contract Amount 5,414,789.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date October 1, 2021	8. End Date June 30, 2023
9. Federal Funds (as applicable) 5,414,789.00	Federal Agency: US Dept. of Treasury	CFDA Number: 21.027	Indirect Rate (if applicable): 10%
10. Tax ID # 91-6001381	11. SWV # SWV0003171-01	12. UBI # 363 006 535	13. DUNS # 619391951
14. Contract Purpose The Eviction Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines.			
FOR CONTRACTOR _____ Signature, Executive _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: 5/14/2021

Federal Award Identification Number (FAIN): SLFRP0002

Total amount of the federal award: \$403,000,000

Awarding official: U.S. Dept. of Treasury

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

5. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

The Eviction Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.

Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet both screening criteria:

- ✓ Income at or below 80% of Area Median Income (AMI).
- ✓ Have a missed/past due rent payment not paid or partially unpaid since March 1, 2020 and still occupying the residence.

Grantee can determine whether or not to implement additional eligibility or prioritization criteria. Grantees must consult with their grant coordinator if considering implementing additional criteria

Performance Measurement

Grantees must ensure equitable access to ERAP 2.0.

Equitable access means that the race and ethnicity of people entering ERAP 2.0 are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering ERAP 2.0 by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Data from all ERAP 2.0 grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds.*

By and For Subgrants

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

ATTACHMENT A

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Partner with Dispute Resolution Centers and Civil Legal Aid Organizations

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes. Civil legal aid services continue to be a crucial support in helping households maintain housing. Grantees should partner with these providers if one exists within their service area.

Payments

If Grantee requires funds to facilitate payments to eligible recipients on behalf of eligible households and Grantee has committed internal resources needed to make payments directly, Commerce will pay funds to Grantee up to a quarterly amount upon receipt of evidence satisfactory to Commerce.

Budget

October 1, 2021 – June 30, 2023

Budget Category	
Administration	\$ 200,000.00
Operations	\$ 630,000.00
Rent and Utilities	\$ 4,314,049.00
By and For Subcontracting	\$ 270,740.00
Total	\$ 5,414,789.00

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPOINTING
INDIVIDUALS TO THE VETERANS'
RELIEF ADVISORY BOARD

}

RESOLUTION NO. **21**

WHEREAS, Walla Walla County currently receives state funds for Veterans' Relief Services;
and

WHEREAS, these funds are allocated, supervised and monitored by Walla Walla County
through their designee, the Department of Community Health; and

WHEREAS, a Veterans' Relief Advisory Board (VRAB) has been established by the Walla
Walla County Commissioners; and

WHEREAS, the VRAB Ad Hoc Membership Committee reviewed the applications that were
received and formally recommended Roberto Gomez (January 2021), Jennifer Glynn (September
2020), and Jared Hawkins (September 2020) as members to serve on the Veterans' Relief Advisory
Board, with terms of appointment of three (3) years; and

WHEREAS, these recommendations were unanimously supported by the VRAB at their
regular meeting; now therefore

BE IT RESOLVED, by this Board of Walla Walla County Commissioners, that the above-
named individuals be appointed to the Veterans' Relief Advisory Board, with said term of appointment
of three (3) years.

*Passed this 1st day of **November, 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*

- a)** Department update and miscellaneous

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
Agenda Date: November 1, 2021
RE: Department Update

Building/Fire

The following building and fire permits were approved during the last two weeks:

Permit #	Date Applied	Date Approved	Days	Address	Description	Applicant
B21-0516	10/04/2021	10/18/2021	14	1996 SMITH ACCESS RD	25.92 kW Roof Mount Solar Array	ELLENSBURG SOLAR LLC
B21-0532	10/19/2021	10/19/2021	0	28 HARBOR BLVD	Title Elimination old permit # 341 see attachments	KNOBLICH, ARNOLD A & PATRICIA E
B21-0534	10/19/2021	10/19/2021	0	1613 BRYANT AVE	Replace Gas Furnace & A/C	GRASSI REFRIGERATION
B21-0472	09/15/2021	10/21/2021	36	669 COUNTY RD NO 448	1800 sf Enclosed Pole Bldg Add'n for 3 Car Garage	BLUE MOUNTAIN BUILDERS LLC
B21-0535	10/21/2021	10/21/2021	0	378 RANSOM RD	Demo 520 sf Structure	BAKER LIVING TRUST
F21-0015	09/08/2021	10/21/2021	43		Whisper Rock Fire Suppression Storage Tank	KONEN, CHARLES S
B21-0515	10/04/2021	10/22/2021	18	480 HARBOR BLVD	720 sf Enclosed Carport	TUCKER, DARRELL & LINDA BRUEMMER
B21-0525	10/11/2021	10/22/2021	11	1050 MERLOT DR	1800 sf Special Event Tent 10/20 - 11/09/2021	KINHAVEN WINERY
B21-0536	10/22/2021	10/22/2021	0	174 ROME ST	Re-roof Residence 21 sq w/tear-off	NORTON, DAN P
B21-0541	10/27/2021	10/27/2021	0	727 S HUSSEY ST	Re-Roof Residence 25 sq w/tear-off	PINA'S ROOFING
B21-0502	09/28/2021	10/28/2021	30	1147 SUSAN LN	3195 sf 2 Story Res, 264 sf Cov P/P, 1244 sf Gar	SIMPLICITY HOMES, LLC
B21-0544	10/28/2021	10/28/2021	0	1560 HAVSTAD DR	Replace Gas Furnace & Heat Pump.	GRASSI REFRIGERATION

Technical Review Committee (TRC) meetings

1. PRE21-058 – Preapplication meeting for proposed winery and guest house at 838 Betz Lane. 10/20/2021
2. PRE21-060 – Preapplication meeting for Frenchtown Field Proposal, possible 2,700-foot private runway, commercial business and 29-lot cluster subdivision. 10/20/2021
3. PRE21-058 – Preapplication meeting for possible boundary line adjustment and construction of a new residence and bridge off of Old Milton Highway. 10/27/2021

Planning Commission

The Planning Commission held a special meeting (virtually) on October 20, 2021. This meeting was continued deliberations from October 6 meeting to allow for additional time to consider the proposal by Martin Airport (CPA21-001). Staff is preparing materials to present these recommendations to the BOCC.

Planning Commission will be having a regular meeting on November 3, 2021.

Code Cases Closed

The following cases were closed during the last two weeks:

Case No	Description	Address	Date Opened	Date Closed	Case Type
C21-017	Inoperable vehicles, debris, JLD	19 E Maple Street	3/17/2021	10/19/2021	Mixed
C21-080	RV Living	248 Hanson Road	9/22/2021	10/20/2021	Mixed
C21-091	Illegal Burn	251 Russet Road	10/21/2021	10/25/2021	Fire

New CRM Complaints/Reports

Issue	Title	Status	Issue Address	Created Date
CRM21-000442	Trash in Front Yard & Junk Piled	Complaint Verified	248 BLALOCK DR	10/12/2021
CRM21-000447	Construction of Lean to	Complaint Verified	22 PEARMAIN AVE	10/13/2021
CRM21-000450	LIVING IN A RV @ 196 Apple Lane	Report Received	196 Apple Lane	10/14/2021
CRM21-000452	LIVING IN A RV @ 323 HARRISON RD	Duplicate Complaint	323 HARRISON RD	10/15/2021
CRM21-000459	Weeds within side walk & roadway	Complaint Unsubstantiated	197 WHISTLING DUCK RD	10/20/2021
CRM21-000461	Smoke - Outdoor Burning	Case Closed	251 RUSSET RD	10/20/2021
CRM21-000469	LIVING IN A RV @ 926 w. Sunset drive	Report Received	926 w. Sunset drive	10/26/2021

Planning Decisions

1. ADU21-011 – Accessory Dwelling Unit at 2384 Ridgeview Road. 10/15/2021

New Planning Staff Customer Inquiries

Issue	Title	Status	Issue Address	Assigned To	Created Date
INQ21-000448	BLA and Work in Cottonwood Creek to remove bridge destroyed in 2-2020 floods	Under Investigation	1384 OLD MILTON HWY	JBB	10/13/2021
INQ21-000449	bridge washed out and needs to be replaced	Responded	1398 OLD MILTON HWY	DS1	10/13/2021
INQ21-000451	restrictions of development, can be Subdivided?	Responded	MOJONNIER RD AND BUSSELL RD	JBB	10/15/2021
INQ21-000453	Concern about water in area	Responded		DS1	10/18/2021
INQ21-000454	Non-conforming side setback small addition	Responded	1444 JACKSON ST	DS1	10/18/2021
INQ21-000455	Possible ADU	Submitted	26571 ICE HARBOR DR	DS1	10/18/2021

INQ21-000456	Several calls/emails about the height of a new fence	Responded	14 W LANGDON RD	DS1	10/19/2021
INQ21-000457	ADU Built without a Permit	Responded	17 HILL RD	TC	10/19/2021
INQ21-000458	Subdivision possible?	Responded	1703 MOJONNIER RD	JBB	10/19/2021
INQ21-000460	buildable lot/bla potential/front fence questions	Responded		DS1	10/20/2021
INQ21-000462	CUP application is incoming	Responded	1072 OASIS RD	DS1	10/21/2021
INQ21-000463	buildable lot/bla potential/front fence questions	Under Investigation	818 MOJONNIER RD	DS1	10/22/2021
INQ21-000464	buildable lot? allowed uses, zoning? Hwy access questions	Responded	HIGHWAY 730	DS1	10/22/2021
INQ21-000465	BLA to purchase Mountain property	Responded	2967 GRAY LYNN LN	DS1	10/25/2021
INQ21-000466	BLA to purchase the 1-acre containing an ADU	Duplicate	2998 WINONA LN	DS1	10/25/2021
INQ21-000467	BLA	Responded	1382 OLD MILTON HWY	HD	10/25/2021
INQ21-000468	Buildable Lot?	Under Investigation	Lot 23 Kooskooskie Rd	JBB	10/26/2021
INQ21-000470	Adjoining property owner wants to buy 1-acre (with ADU)	Duplicate	2998 WINONA LN	DS1	10/27/2021

Miscellaneous

1. Senior Planner attended Eastern Washington Planner's Forum on October 28, 2021.
2. Director met with City of Walla Walla and College Place planning staff on October 25, 2021.
3. Building Official Rob Grandstaff attended Washington State Association of Building Officials (WABO) conference October 27-29.

11:30 COUNTY SHERIFF

Mark Crider

a) Office update and miscellaneous

11:45 COUNTY COMMISSIONERS

- a)** Miscellaneous or unfinished 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) **Action Agenda Items:**
 - 1) Revised Job Description approval form – Fleet Services Manager for Public Works
 - 2) Revised Job Description approval form – Chief, Road Operations and Fleet Management for Public Works
 - 3) Revised Job Description approval form – Supervisor, Equipment Maintenance for Public Works
- d) 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))

2:00 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))

2:15 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished 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.