

# A G E N D A

## WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, NOVEMBER 22, 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](mailto:wwcocommissioners@co.walla-walla.wa.us).**

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

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

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

**10:00 A.M. COUNTY COMMISSIONERS**

**Chairman Tompkins**

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

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- f) **Public Hearing:**
  - 1) To consider amendments to the 2021 Walla Walla County Budget (Continued from November 15, 2021)
  - 2) To consider adoption of the 2022 Walla Walla County property tax levies:
    - Current Expense
    - County Road
    - Emergency Medical Services
    - Veterans' Assistance and Mental Health and Developmental Disabilities Services
- g) **Action Agenda Items:**
  - 1) Resolution – Amendments to the 2021 Walla Walla County Budget
  - 2) Resolution – 2022 General (Current Expense) tax levy for Walla Walla County
  - 3) Resolution – 2022 Road Tax levy for Walla Walla County
  - 4) Resolution – 2022 Emergency Medical Services District tax levy for Walla Walla County
  - 5) Resolution – 2022 General tax levies for Veterans' Assistance and Mental Health and Developmental Disabilities Services
  - 6) Resolution – Setting the assessment for the 2022 County Noxious Weed Control Program

## COUNTY COMMISSIONERS (Continued)

### **h) Consent Agenda Items:**

- 1) Resolution - Minutes of County Commissioners' proceedings for November 15 and 16, 2021
- 2) Resolution – Approving an agreement for Medical Program Director
- 3) Payroll action and other forms requiring Board approval

### **i) Action Agenda Items:**

- 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_; \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ (travel)
- 2) Authorize Chairman to execute Walla Walla Fair & Frontier Days Agreement with Pepper Entertainment, Inc

**j)** Miscellaneous business to come before the Board

**k)** Review reports and correspondence; hear committee and meeting reports

**l)** Review of constituent concerns/possible updates re: past concerns

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
AN AGREEMENT FOR MEDICAL  
PROGRAM DIRECTOR

}

RESOLUTION NO. **21**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve an Agreement for Medical Program Director between Walla Walla County and Lewis D. Neace, D.O.

**BE IT FURTHER RESOLVED** that the term of said Agreement shall be January 1, 2022 through December 31, 2022.

Passed this 22<sup>nd</sup> 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*

**AGREEMENT FOR MEDICAL PROGRAM DIRECTOR  
2022**

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

The term of this Agreement shall commence on the 1<sup>st</sup> day of *JANUARY 2022*, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the 31<sup>st</sup> day of *DECEMBER 2022*.

The maximum consideration for the initial term of this agreement shall not exceed \$9,915.06, unless modified by subsequent amendment.

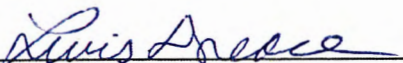
Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 14, 15, 20 and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CONTRACTOR:

Firm Name

Lewis D. Neace, D.O.

  
Title: Medical Program Director

Mailing Address:

610 North Touchet Road  
Dayton, WA 99328

Social Security

SSN Retained on File in the Auditor's Office

or

Business Tax ID #

WALLA WALLA COUNTY:

Board of County Commissioners

By

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Form Only:

\_\_\_\_\_  
Prosecuting Attorney

## GENERAL CONDITIONS

1. Scope of Contractor's Services:

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

2. Accounting and Payment for Contractor Services:

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

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

3. Assignment and Subcontracting:

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

4. Wage Standards:

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

5. Independent Contractor:

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

6. No Guarantee of Employment:

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

7. Taxes:

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

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

8. Regulations and Requirement:

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

9. Right to Review:

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

10. Modifications:

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

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all

work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

12. Termination

Either party may terminate this contract with 60 days written notice.

13. Termination for Public Convenience.

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

14. Defense & Indemnity Agreement:

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

15. Industrial Insurance Waiver:

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

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation

shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

17. Withholding Payment:

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

18. Future Non-Allocation of Funds:

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

19. Contractor Commitments, Warranties and Representations:

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

20. Patent/Copyright Infringement:

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

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

21. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and



within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

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

22. Ownership if Items Produced

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

23. Confidentiality:

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

24. Notice

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

25. Severability:

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

26. Waiver:

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

27. Survival:

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

28. Discrimination:

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

29. Personal Property Furnished by the County:

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

30. Conversions:

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

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

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

32. Lawsuit Defense:

It is understood by the parties to this agreement that the Washington State Department of Health (DOH) is required to defend and hold harmless the Medical Program Director (MPD) and Medical Program Director agents in carrying out Medical Program Director duties, pursuant to RCW 18.71.215, RCW 4.92.060, and RCW 4.92.070, so long as:

- 1) The MPD has personally performed the mandatory duties of protocols, recommendation for certification/recertification/denial of certification, and recommending disciplinary action to the DOH.
- 2) The MPD has made discretionary decisions based on impartial, medically defensible (but not necessarily universally endorsed) reasoning.
- 3) The MPD has acted in “good faith” and not outside the scope of authority granted by law to MPD’s.

The MPD further agrees to comply with the requirements of WAC 246-976-920 as it now exists or is hereinafter amended.

33. Entire Agreement:

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

34. No Third-Party Beneficiary:

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

35. As a convenience to the Contractor, County will provide furnished office space, including internet connection, for the Contractor to utilize at 310 W. Poplar Street. The Contractor is not required to use this office space.

## APPENDIX A

### JOB DESCRIPTION

#### MEDICAL PROGRAM DIRECTOR WALLA WALLA COUNTY

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- The Medical Program Director is responsible for: The Medical Control which means the authority to direct the medical care provided by all persons involved in patient care in the pre-hospital system or in transporting patients between medical facilities. This includes BLS and ALS personnel categories.
- On-Line Medical Control: Physician contact with EMS personnel at the time of an incident, by radio, telephone or other means, directing the care of the patient.
- Off-Line Medical Control: Physician responsibility for the training of EMS personnel and the development of patient care guidelines and protocols:
- ACCORDING TO WAC 246-976-920  
The Medical Program Director shall:
  - A. Be knowledgeable in the administration and management of prehospital emergency medical care and services;
  - B. Provide medical control and direction of EMS/Trauma certified personnel in their medical duties, by oral or written communication;
  - C. Develop and adopt written prehospital patient care protocols that shall be based upon the assessment of the patients' medical needs;
  - D. Establish protocols for storing, dispensing, and administering controlled substances, in accordance with state and federal regulation and guidelines;
  - E. Consult with the local and regional EMS/Trauma Care Councils and emergency communications centers to develop and approve patient care procedures;
  - F. Work within the parameters of the approved regional patient care procedures;
  - G. Supervise training of all EMS/Trauma Care certified personnel;
  - H. Develop protocols for special training described in WAC 246-976-040;
  - I. Periodically audit the educational performance, skill maintenance, and field performance of EMS/Trauma Care certified personnel, for quality assurance purposes;

- J. Recommend to the Department of Health certification, recertification, or denial of certification of EMS/Trauma Care personnel;
  - K. Recommend to the Department of Health disciplinary action to be taken against EMS/Trauma Care personnel, which may include modification, suspension, or revocation of certification;
  - L. Review and make recommendations to the Department of Health for individuals applying for recognition or renewal of recognition as senior EMT instructors.
- WALLA WALLA COUNTY SPECIFIC RESPONSIBILITIES
    - Meet with Walla Walla County EMS Director on a routine basis
    - Routine run reviews with agencies
    - Review all training materials
    - Monitor Ongoing Training and Education Programs (OTEP)
    - Teach or designate mandatory sessions of Emergency Medical Responder (EMR) and Emergency Medical Technician (EMT) classes (approximately 12-14 hours) per class training session
    - Report on a bi-monthly basis to Local EMS and Trauma Care Council
    - Attend Local EMS and Trauma Care Council Meetings, EMS training sessions, and other functions as desired
    - Signature on all initial certification, recertification and on all applications and completion forms for training and agency licensure and trauma verification
    - Be available for counseling
  - REGIONAL RESPONSIBILITIES
    - Attend, when possible, Regional EMS and Trauma Care Council meetings
    - Attend subcommittee meetings, if applicable to activities
    - Complete monthly activity reports for state contract requirements
  - OTHER RESPONSIBILITIES
    - Attend State MPD meetings (every six months) or as scheduled
    - Attend State EMS Conferences
  - As EMS changes, in the State of Washington and in Walla Walla County, the responsibilities of the MPD also change.
  - The Walla Walla County EMS Director is available for assistance in all areas.

APPENDIX B  
COMPENSATION

The Contractor shall be compensated at the rate of **\$826.25** per month for January – December 2022.

## WALLA WALL FAIR & FRONTIER DAYS AGREEMENT

THIS AGREEMENT dated this 16th day of November 2021, between Pepper Entertainment, INC., a South Dakota S Corporation (hereinafter called "Pepper"), and Walla Walla Fair (hereinafter called "WWF").

### WITNESSETH:

WHEREAS WWF operates events over a year, in Walla Walla, Washington.

WHEREAS, Pepper is an entertainment and marketing firm specializing in consulting, talent buying, and production; and

WHEREAS WWF desires to engage Pepper to perform service and Pepper wishes to perform such services for WWF as provided herein; and

WHEREAS Pepper expressly acknowledges that in performing these services, Pepper will be acting as an independent contractor and not as an employee for any purposes, including payment of social security, withholding, and other taxes provided for under the Internal Revenue Code; and

WHEREAS the parties hereto have agreed to contract for services and wish to formalize their contractual relationship;

NOW, THEREFORE, in consideration of these promises, the mutual covenants contained below, and other good and valuable consideration, the parties agree as follows:

1. Services. WWF agrees to retain Pepper as an independent contractor, and Pepper agrees to act in this capacity to perform the services outlined in Exhibit A, attached hereto and incorporated herein, upon the terms and conditions set forth in this Agreement.

2. Compensation. Refer to attached Financial Contract Agreement, Exhibit A

3. Expenses. WWF shall be solely responsible for all unique costs and expenses incurred in connection with the event production and travel and lodging costs incurred by Pepper. Pepper shall obtain WWF prior written approval (email, facsimile or other writing) of all production & labor expenses prior to committing to any such expense. Such expenses will include, but are not limited to; talent contracts, deposits, production & technical deposits, equipment rental, royalties, food and beverage services, ticketing, staffing and all other related production costs required to produce WWF events. Not to exceed costs for travel and lodging as listed on Exhibit A.

4. WWF Responsibilities. WWF shall maintain general liability and other insurance coverages. WWF acknowledges that unannounced concerts and Pepper scope of work is confidential and proprietary in nature, therefore, agrees not to publicly share until said concert embargo's such announce, and on-sale timeline directed by Pepper and artist / artist management firm.

5. Ticket Income. WWF shall be entitled to retain 100% of the proceeds of all sold tickets as well as all other revenues contractually agreed upon with

6. Independent Contractor. The parties hereto specifically agree that Pepper is an independent contractor, and not an employee, servant or partner of WWF. The provisions of this Agreement shall be construed to permit WWF to direct the end result of Pepper's efforts, not the methods by which they are accomplished. WWF shall not withhold from compensation paid to Pepper any of the following: income tax, social security, workers' compensation, or unemployment tax. Pepper also acknowledges Pepper and Pepper's employees shall not be eligible for any benefits WWF provides to its employees or volunteers and expressly waives any right to such benefits. This provision shall be binding upon the successors and assigns of the parties hereto.

7. Nondisclosure. Both parties acknowledge that in the course of its relationship with, either party may acquire confidential information of a special and unique nature and value relating to each party's business, and the businesses of each parties Affiliates.

For purposes of this Agreement, it is expressly understood and agreed that both parties, and any and all, affiliate, subsidiary and related corporations, limited liability companies and other legal entities (collectively, its "Affiliates"), shall enjoy the rights and protections of the confidential information and trade secrets to be acquired, and shall have a specific right to enforce any such rights afforded and its Affiliates herein.

8. Choice of Law/Forum. The parties agree that this contract is governed by the laws of the State of Washington, without regard to its choice of law provisions.

9. Severability. Should litigation be commenced regarding the enforceability of the provisions of this Agreement, and should a court of competent jurisdiction deem that any of the covenants contained herein are unreasonable with respect to time, geography or otherwise, such covenant shall not be deemed wholly invalid, but the parties agree said court shall have the right and power to reform and reduce the restrictive provisions thereof in order to make it enforceable to the maximum extent permitted by law and the parties hereby authorize and instruct the Court to do so.

10. Assignment. This Agreement is a services contract and Pepper may not assign his duties and obligations hereunder without written approval from WWF.

#### Term and Termination.

11. This Agreement is exclusive for \$12,500 annually to consult, book talent and produce Concerts at the Walla Walla Fairgrounds. Fees does not include travel and lodging costs incurred by Pepper Entertainment which will be reimbursed by WWF. 50% of fee will be due by April 1, 2022 and the balance will be due 7 days prior to first Fair Concert. This is a one-year Agreement with option to renew on an annual basis. Travel and lodging not to exceed costs listed on Exhibit A.

12. Waiver of Breach. The waiver by Pepper of a breach of any provisions of this Agreement by WWF shall not operate or be construed as a waiver of any subsequent breach by WWF.



13. Attached Exhibits. The attached exhibits, as the same may be amended or superseded from time to time, shall be deemed an integral part of this Agreement.

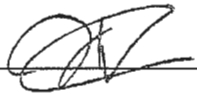
14. Entire Agreement/Amendment in Writing. This instrument contains the entire agreement of the parties. There are no other promises, inducements, representations or other agreements between the parties except as set forth herein. The terms of this Agreement may be amended only in writing signed by both parties.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors, and assignees

16. Counterparts. This Agreement may be executed in counterparts, each of which, shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement

Pepper Entertainment, Inc  
Jered Johnson, CEO  
230 S Phillips Ave. #202  
Sioux Falls, SD 57104  
712-574-1796

Walla Walla County Commissioner  
Greg Tompkins  
314 W. Main St.  
Walla Walla, WA 99362  
509-524-2505

By 

By \_\_\_\_\_

Its President/CEO

Its \_\_\_\_\_

Date 11-17-21

Date \_\_\_\_\_

### **Exhibit A**

Pepper will provide consulting, talent buying, contract administration and production management for the 2022 Walla Walla Fair. This includes but is not limited to, ticket scaling recommendations, artist negotiation, show advancing and solicitation of production vendors.

The above services will be provided at a flat, annual rate of \$12,500.00. This rate does not include travel and lodging costs for any necessary visits for the Fair. All travel and lodging expenses will be approved by the Fair prior to costs being incurred. Travel and lodging costs not to exceed approved amount.

Walla Walla Fair will have the ability to renew the agreement on an annual basis. A deposit of \$6,250.00 will be made to Pepper Entertainment on, or before April 1st, 2022. The balance of the annual agreement will be due on August 29th, 2022.

a) **Action Agenda Items:**

- 1) Resolution – Initiating a County Road Project designated as CRP 21-03, Bridge Guardrail Safety Improvements – Bussell Bridge, Last Chance Bridge and Paul School Bridge

b) Department update and miscellaneous

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INITIATING A  
COUNTY ROAD PROJECT  
DESIGNATED AS CRP 21-03,  
BRIDGE GUARDRAIL SAFETY  
IMPROVEMENTS – BUSSELL  
BRIDGE, LAST CHANCE BRIDGE,  
PAUL SCHOOL BRIDGE

RESOLUTION NO. **21**

**WHEREAS**, the Bridge Guardrail Safety Improvements – Bussell Bridge, Last Chance Bridge, Paul School Bridge project was submitted for funding in the 2021 County Safety Program; and

**WHEREAS**, this Bridge Guardrail Safety Improvements – Bussell Bridge, Last Chance Bridge, Paul School Bridge project was selected to receive Federal Highway Safety Improvement Program funds; now therefore

**BE IT HEREBY RESOLVED** that three bridges will be improved as follows:

Upgrade bridge rail and guardrail.

This project is declared to be a public necessity and the County Engineer is hereby authorized to proceed with the improvement for Bridge Guardrail Safety Improvements – Bussell Bridge, Last Chance Bridge and Paul School Bridge. The County, acting in the public interest will use its right of eminent domain to acquire property, if necessary, in conformity with the laws of the State of Washington.

**IT IS FURTHER RESOLVED** that appropriation from the officially adopted road fund budget and based on the County Engineer’s estimate be made in the amounts and for the purpose shown:

Purpose	Project Total	Federal Aid Funds	County Funds
Preliminary Engineering	\$45,000	\$45,000	\$0
Construction	\$336,000	\$336,000	\$0
<b>Total</b>	<b>\$381,000</b>	<b>\$381,000</b>	<b>\$0</b>

[ ] This project is included in the officially adopted annual road program as Item No. [ ]

[X] This project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

Passed this 22<sup>nd</sup> 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: 17 November 2021

Re: Director's Report for the Week of 15 November 2021

**Board Action: 22 November 2021**

**Action Agenda Items:**

Resolution – In the Matter of Initiating a County Road Project Designated as CRP 21-03, Bridge Guardrail Safety Improvements – Bussell Bridge, Last Chance Bridge and Paul School Bridge

**ENGINEERING:**

- Middle Waitsburg Road MP 6.1 to MP 7.92 (Scarsella Bros): Working on erosion control for winter weather.
- Arch Bridge (Apollo, Inc): Road is closed. Working on grinding existing pavement and beginning earthwork.
- 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.
- Lower Waitsburg Road: Working on design.

**MAINTENANCE/FLEET MANAGEMENT:**

- South Crew – Cold weather training, culvert replacement on Hood Road and blading roads.
- North Crew – Blading roads and winter prep on equipment.
- Signs and Veg Crew – International Municipal Signal Association (IMSA) training and certification testing, Mill Creek Channel vegetation control, guidepost replacement on Lewis Peak Road.
- Garage – Routine service and repairs, winter prep.

**ADMINISTRATION:**

- Conducted our weekly Staff, Road Operations and Engineering meetings.
- Finalizing our 2022 Business Plan.
- Working on our end of year County Road Administration Board (CRAB) reporting.
- Participated in a Mill Creek Coalition meeting.
- Completed the first Union contract negotiation meeting.

- a) Department update and miscellaneous



**WALLA WALLA COUNTY**  
**Technology Services Department**

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 102 - Walla Walla, Washington 99362  
(509) 524-2590  
cgoodhue@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

November 22<sup>nd</sup>, 2021

To: **Walla Walla County Board of Commissioners**

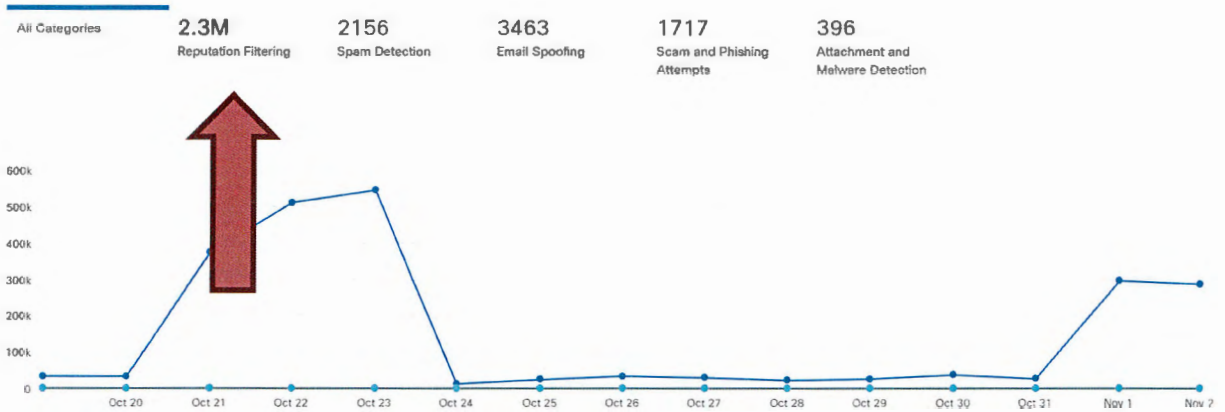
Re: Technology Services Update

**Issues/Information for the Board.**

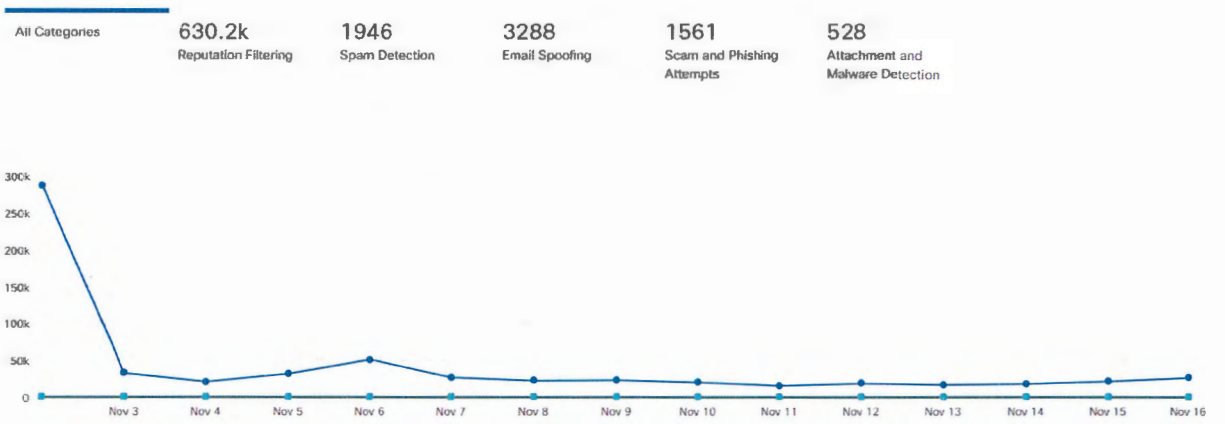
- List of current projects and activities:

<ul style="list-style-type: none"><li>▪ <b>Copiers</b> – The following Offices/Departments are getting new copiers via ARPA</li><li>▪ Auditor, Community Development, Sheriff, EMD, Public Works x2, Commissioners, District Court, County Clerk and Community Health</li><li>▪ No new ETA on the arrival, we are hoping by mid-December the devices will arrive</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Domain Controller Upgrade</b> – The new domain controllers are online and fully functioning</li></ul>
<ul style="list-style-type: none"><li>▪ <b>SPECOPS</b> – Is now ready to rollout with the completion of the domain controller upgrade</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Community Health Department</b></li><li>▪ Working on Data Classification and Analysis</li><li>▪ Working with DOH to take over support of WIC computers. DOH will be releasing their hardware to the County and will provide WIC access via secure internet<ul style="list-style-type: none"><li>➤ We are still waiting on the State to finalize the contract</li></ul></li></ul>
<ul style="list-style-type: none"><li>▪ <b>County Requests</b></li><li>▪ We are working on pricing, locations and deployments of Panic buttons to County Offices. Most offices have responded.</li><li>▪ The County uses currently a piece of software called Quicklert that will meet our needs and potentially save the County several thousand dollars.</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Sheriff's Office</b></li><li>▪ Axon Taser and Body Cam docking stations have been setup and configured</li><li>▪ Taser and Body Cam docks have been deployed to the Burbank office</li><li>▪ New computer (refurbished) has been deployed to Burbank to update/enhance deputies workspace</li></ul>
<ul style="list-style-type: none"><li>▪ <b>District Court</b></li><li>▪ User Acceptance Training (UAT) is in full swing</li><li>▪ This will require one user dedicated to testing the software and accepting the build or suggesting changes and will require a minimum of 20 hours per week.</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Data Center Move</b></li><li>▪ Tech Services is in the process of preparing our gear to move</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Security</b></li><li>▪ We have been actively addressing security concerns around current media highlights</li></ul>

Threat Detection Summary



Threat Detection Summary



Components (Main infrastructure)

**Security – Phishing Continues to be our #1 Security Concern**

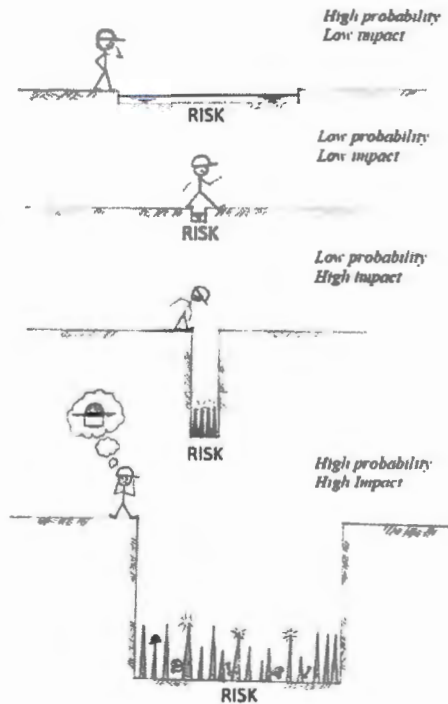
- TS is receiving at least 1 new alert per or security advisory per day regarding malware (Emotet), ransomware targeted attacks and Nation States targeting Local Governments specifically
- Phishing and County awareness
  - A new campaign is out and the results will be available in December
- Annual Cyber Security Training – 83% complete
- 45 users have not completed training or not started training
- 4 are in progress

**Hardware**

- Replacement hardware for Superior Court has been purchased with a lead time of 175 days.

Other Projects

- OnBase

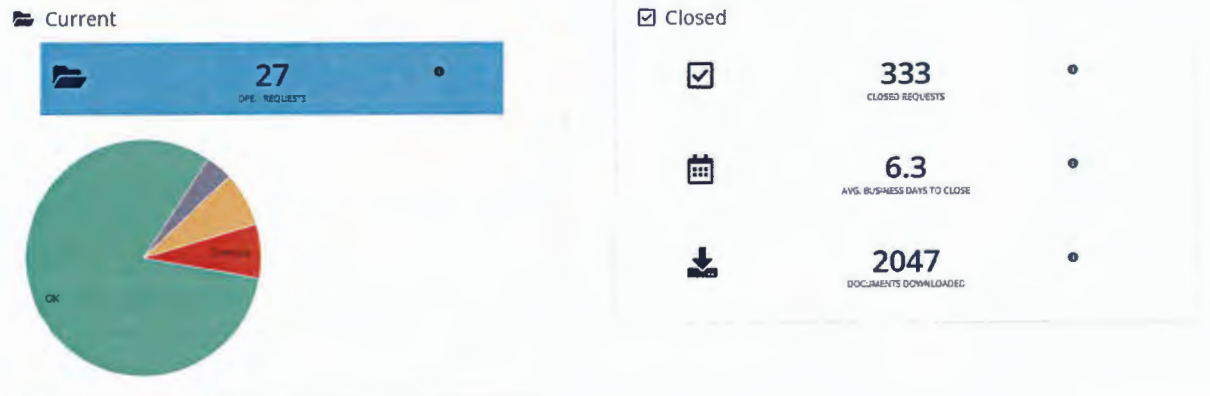




- User Acceptance Training is right around the corner. This gives the District Court staff the opportunity to review the work flow within On Base and validate if the configuration will meet the needs of the Office or if additional changes need to be made.
- Conversion – Imagesoft has begun the conversion process and is working closely with TS and District Court staff to verify that the files being brought over are converted with accuracy
- **Contracts**
  - Misc. CHD contracts
- **Inventory**
- **Public Record Requests Last 2 Weeks**
  - 3 = Requests received
  - 2 = Forwarded to departments
  - 2 = Completed
  - 7 = Pending review
  - 0 = Pending Closure
  - 2 = Litigation hold
  - 2 = Pending 3<sup>rd</sup> party notice
  - 17 = Open
  - YTD = 307
- LYTD =198

Some of these are waiting for legal review or guidance, or response by other departments

- **Next Request Portal Information**



Custom Range: Nov 10, 2021 - Nov 16, 2021



- **Service Desk Issues Last 2 Weeks**
  - 2545 = LYTD
  - 2695 = Requests received since January 1st
  - 63 = Opened in the last 2 weeks
  - 72 = Closed in the last 2 weeks
  - 31 = Total open or outstanding

-----  
**Definitions**

**ESG – Email Security Gateway**

**DMS – Document Management System (OnBase)**

**OCIO = Office of the Chief Information Officer**

**DAN - Disposition Authority Numbers (Secretary of State retention schedule)**

**JLARC=Joint Legislative Audit and Review Committee**

**ACCIS =Association of County, City Information Systems (managers)**

**API = Application Program Interface**

**CJIS = Criminal Justice System Information Systems**

**PRO=Public Records Officer**

**NDA=Non-disclosure agreement**

**EOL=End of Life**

**WiFi=Wireless network connectivity (Wireless Fidelity)**

**FTP = File Transfer Protocol (file transfer server)**

**ADA=Americans with Disabilities Act**

**DOMAIN = A group of computers administered or managed with the same rules and policies and with a common IP range.**

**IP address = Internet protocol address. A unique string of numbers assigned to each computer to allow communications over network or domain.**

**a) Action Agenda Items:**

- 1) Resolution – Approving Walla Walla County Educational Affiliation Agreement between Walla Walla County and Walla Walla Community College
- 2) Resolution – Approving Walla Walla County Educational Affiliation Agreement between Walla Walla County and Walla Walla University

**b) Department update and miscellaneous**

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
WALLA WALLA COUNTY  
EDUCATIONAL AFFILIATION  
AGREEMENT BETWEEN WALLA  
WALLA COUNTY AND WALLA  
WALLA COMMUNITY COLLEGE



RESOLUTION NO. **21**

**WHEREAS**, the Walla Walla Community College's Human and Social Services program places students in practicums to obtain practical experiences; and

**WHEREAS**, the Facility wishes to support education in the fields of health and government is willing to provide an internship experience at the Facility for the college students; and

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

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said Educational Affiliation Agreement and that the Chair of the Board shall sign same in the name of the Board.

Passed this 22<sup>nd</sup> 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*

## EDUCATIONAL AFFILIATION AGREEMENT

between

Walla Walla County

and

Walla Walla Community College

This Educational Affiliation Agreement is entered into by and between Walla Walla Community College, an educational, non-profit corporation located in Walla Walla, Washington (the "College") and Walla Walla County, Washington, (the "Facility"). The Agreement shall become effective on the date that the last required signature is affixed to this Agreement.

*Whereas*, the College's Human and Social Services program places students in practicums to obtain practical experiences;

*Whereas*, the Facility wishes to support education in the fields of health and government and is willing to provide an internship experience at the Facility for the College's students;

*Now, therefore*, in consideration of the mutual agreement set forth in this document, the Facility and the College agree as follows:

### I. RIGHTS AND RESPONSIBILITIES OF THE FACILITY

- 1.1 The Facility will designate and submit in writing to the College the name(s) and professional and academic credentials of the health and government professional responsible for the internship experience. This person(s) shall be given the title of "Site Coordinator."
- 1.2 The Site Coordinator shall, at a minimum:
  - a. Provide for meaningful student orientation;
  - b. Coordinate the educational program at the Facility;
  - c. Provide the student with evaluation and feedback for the purposes of enhancing the student's learning experience and ensuring a quality learning experience.
- 1.3 The Facility will prepare and revise research and learning objectives for the purposes of structuring the Community Fellow program and for providing criteria for student evaluation. Revision of objectives will be made as deemed necessary by either party, but the revised objectives must be acceptable to both parties.
- 1.4 Within the framework of the Facility's needs and abilities, the Facility will provide a range of experiences in health and government for the student that is appropriate to the student's needs and level of proficiency and that is of adequate size and variety to ensure the best educational experience possible.
- 1.5 The Facility will at all times remain fully and solely responsible for the care, treatment and well being of all Facility clients.

- 1.6 The Facility will look to provide learning experiences and opportunities to work with other disciplines, as appropriate.
- 1.7 The Facility will notify the College in writing at least thirty (30) days prior to student assignment if there are any changes that will significantly affect the student's educational experience.
- 1.8 The Facility will provide the student with instructional and practical experiences on new equipment and techniques as they are required, and as they are available.
- 1.9 The Facility will notify as soon as possible the Human & Social Services Practicum Coordinator of problems arising with individual students or groups of students.
- 1.10 The Facility will evaluate the student in accordance with the guidelines provided by the College.
- 1.11 In the event of a medical emergency involving the student at the Facility, the Facility will contact emergency medical services or transport the student to an appropriate local emergency medical facility. The cost of any such treatment is to be borne by the student and/or the student's health insurance provider and not by the Facility.
- 1.12 The Facility will provide direct supervision of the Human & Social Services practicum student.
- 1.13 The Facility will maintain records and reports on the student's performance. Information shall be shared with the College by using forms supplied by the College or through such other means of communication approved by the College.
- 1.14 The Facility will assist the College and the student by providing information regarding, where applicable, facilities, housing, transportation, policies, and such other information as might be necessary for the student.

## II. RIGHTS AND RESPONSIBILITIES OF THE COLLEGE

- 2.1 The College will designate and submit in writing to the Facility the name, professional and academic credentials, and faculty rank of the faculty person(s) assigned the title of "Program Director." The College's Program Director will be Jennifer Bayne-Lemma, M.A., All Hallows College, Dublin, Ireland.
- 2.2 The Program Director shall, at a minimum:
  - a. Coordinate student assignments with the Facility;

- b. Work with the Site Coordinator to provide quality experiences for the student and the Facility; and
  - c. Foster healthy and effective communications between the College and the Facility in all matters relating to this Agreement and the student experiences contemplated by it.
- 2.3 College shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the College's practicum program. College shall provide Facility with evidence of insurance if so requested.
- 2.4 The College will maintain ultimate authority and responsibility over its students, pertaining to their educational experience; this includes the right to revoke or terminate any student assignment to the Facility.
- 2.5 The College will encourage suggestions from the Facility regarding improvement in the College's Human & social Services practicum program.
- 2.6 Wherever possible, the College will visit the Facility at least once a year and participate in written and telephone communication exchanges whenever indicated. These communications should be put in a permanent log for future reference and proper documentation.
- 2.7 The College will have the right to review and inspect the Facility, subject to any safety or security protocols and/or any state or federal privacy or confidentiality laws. On-site visits may include evaluations of assignment of selected objectives, special lectures and similar activities, at the discretion of the College Program Director.
- 2.8 The College will provide student evaluation forms to the Facility prior to the student's arrival.
- 2.9 The College will hold the student responsible for her/his own transportation, housing, and attire, if not voluntarily provided to the student by the Facility.
- 2.10 The College shall indemnify and hold harmless Walla Walla County from all claims, costs, damages, or expenses arising out of the negligence of the College. Likewise, Walla Walla County shall indemnify and hold harmless the College from all claims, costs, damages, or expenses arising out of the actions of Walla Walla County. In the case of negligence of both the College and Walla Walla County, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

### III. MUTUAL RIGHTS AND RESPONSIBILITIES

- 3.1 There will be no unlawful discrimination on the basis of race, religion, sex, creed, age, disability, sexual orientation, gender identity, national origin or other legally protected characteristics with regard to the educational or practice experience of the student.
- 3.2 Neither party will consider the student to be an employee of either party nor is the student entitled to wages, employment or unemployment benefits. The student is participating in this program as a student in the process of developing corrections, law and justice knowledge and experience under the guidance and direction of the Facility staff.
- 3.3 Although the student is not to be considered as an employee, the student will be expected to obey all rules, regulations and procedures of the Facility as required of an employee of the Facility. The rules, regulations and procedures will be available to the student through the Site Coordinator of the Facility.

### IV. MISCELLANEOUS

- 4.1 The term of this Agreement is for a period of twelve (12) months from the date this Agreement becomes effective. The Agreement shall automatically renew for subsequent twelve (12) month periods, unless and until notice of termination is provided. Either party may terminate this Agreement upon sixty (60) days written notice to the other party, with or without cause. If the Agreement is terminated during a student assignment at the Facility, the student will be permitted to complete her/his assignment prior to the termination of this Agreement becoming effective.
- 4.2 This Agreement may be revised, modified or amended only in writing and with the signatures of authorized representatives of the parties.
- 4.3 The autonomy of the College and of the Facility will be observed at all times.
- 4.4 Visits by College staff to the Facility are welcome to plan and evaluate the Human & Social Services practicum program, discuss student performance, learn new skills and arrange for additional educational experiences.
- 4.5 No monetary compensation will be exchanged between the College and the Facility, including any staff of the College and the Facility.
- 4.6 The student's physical status will be such that it will not prevent her/him from fulfilling the professional requirements set forth by the Facility, with or without reasonable accommodation.

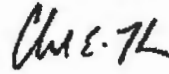


4.7 Any publication of materials by students or College staff based upon research or practice experience at the Facility should mention the name of the Facility. Publications by the Facility based on student research or practice should mention the name of the College.

*On the terms and conditions above, this Educational Affiliation Agreement is hereby entered into by the parties.*

**Walla Walla County**

**Walla Walla Community College**



\_\_\_\_\_  
Title: Board Chairman

\_\_\_\_\_  
President

Dated: \_\_\_\_\_

Dated: 10/28/2021

\_\_\_\_\_  
Title:

Dated: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS**  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
WALLA WALLA COUNTY  
EDUCATIONAL AFFILIATION  
AGREEMENT BETWEEN WALLA  
WALLA COUNTY AND WALLA  
WALLA UNIVERSITY



**RESOLUTION NO. 21**

**WHEREAS**, the Walla Walla University School of Social Work and Sociology provides field education, which places Bachelor of Social Work and Master Social Work students at local public, non-profit and government agencies between 400 and 900 hours per academic year; and

**WHEREAS**, the College desires to obtain practical experiences for its students who are registered for field education; and

**WHEREAS**, the Facility wishes to support education in the fields of health and government is willing to provide an internship experience at the Facility for the College's students; and

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

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said Educational Affiliation Agreement and that the Chair of the Board shall sign same in the name of the Board.

*Passed this 22<sup>nd</sup> 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*

## EDUCATIONAL AFFILIATION AGREEMENT

between

Walla Walla County

and

Walla Walla University

This Educational Affiliation Agreement is entered into by and between Walla Walla University, an educational, non-profit corporation located in College Place, Washington (the "College") and Walla Walla County, Washington, (the "Facility"). The Agreement shall become effective on the date that the last required signature is affixed to this Agreement.

*Whereas*, the College's School of Social Work & Sociology provides field education, which places Bachelor of Social Work and Master of Social Work students at local public, non-profit and government agencies between 400 and 900 hours per academic year; and

*Whereas*, the College desires to obtain practical experiences for its students who are register for field education; and

*Whereas*, the Facility wishes to support education in the fields of health and government and is willing to provide an internship experience at the Facility for the College's students;

*Now, therefore*, in consideration of the mutual agreement set forth in this document, the Facility and the College agree as follows:

### I. RIGHTS AND RESPONSIBILITIES OF THE FACILITY

- 1.1 The Facility will designate and submit in writing to the College the name(s) and professional and academic credentials of the health and government professional responsible for the internship experience. This person(s) shall be given the title of "Site Coordinator."
- 1.2 The Site Coordinator shall, at a minimum:
  - a. Provide for meaningful student orientation;
  - b. Coordinate the educational program at the Facility;
  - c. Provide the student with evaluation and feedback for the purposes of enhancing the student's learning experience and ensuring a quality learning experience.
- 1.3 The Facility will prepare and revise research and learning objectives for the purposes of structuring the field education program and for providing criteria for student evaluation. Revision of objectives will be made as deemed necessary by either party, but the revised objectives must be acceptable to both parties.

- 1.4 Within the framework of the Facility's needs and abilities, the Facility will provide a range of experiences in health and government for the student that is appropriate to the student's needs and level of proficiency and that is of adequate size and variety to ensure the best educational experience possible.
- 1.5 The Facility will at all times remain fully and solely responsible for the care, treatment and well being of all Facility clients.
- 1.6 The Facility will look to provide learning experiences and opportunities to work with other disciplines, as appropriate.
- 1.7 The Facility will notify the College in writing at least thirty (30) days prior to student assignment if there are any changes that will significantly affect the student's educational experience.
- 1.8 The Facility will provide the student with instructional and practical experiences on new equipment and techniques as they are required, and as they are available.
- 1.9 The Facility will notify as soon as possible the Field Education Director or Satellite Campus Field Coordinators of problems arising with individual students or groups of students.
- 1.10 The Facility will evaluate the student in accordance with the guidelines provided by the College.
- 1.11 In the event of a medical emergency involving the student at the Facility, the Facility will contact emergency medical services or transport the student to an appropriate local emergency medical facility. The cost of any such treatment is to be borne by the student and/or the student's health insurance provider and not by the Facility.
- 1.12 The Facility will provide direct supervision of the social work student(s).
- 1.13 The Facility will maintain records and reports on the student's performance. Information shall be shared with the College by using forms supplied by the College or through such other means of communication approved by the College.
- 1.14 The Facility will assist the College and the student by providing information regarding, where applicable, facilities, housing, transportation, policies, and such other information as might be necessary for the student.

## II. RIGHTS AND RESPONSIBILITIES OF THE COLLEGE

- 2.1 The College will designate and submit in writing to the Facility the name,

professional and academic credentials, and faculty rank of the faculty person(s) assigned the title of “Field Faculty, Field Education Director or Satellite Campus Field Coordinator designee.”

- 2.2 The designee shall, at a minimum:
  - a. Coordinate student assignments with the Facility;
  - b. Work with the Site Coordinator to provide quality experiences for the student and the Facility; and
  - c. Foster healthy and effective communications between the College and the Facility in all matters relating to this Agreement and the student experiences contemplated by it.
- 2.3 College shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in field education. College shall provide Facility with evidence of insurance if so requested.
- 2.4 The College will maintain ultimate authority and responsibility over its students, pertaining to their educational experience; this includes the right to revoke or terminate any student assignment to the Facility.
- 2.5 The College will encourage suggestions from the Facility regarding field education improvement.
- 2.6 Wherever possible, the College will visit the Facility at least once a year and participate in written and telephone communication exchanges whenever indicated. These communications should be put in a permanent log for future reference and proper documentation.
- 2.7 The College will have the right to review and inspect the Facility, subject to any safety or security protocols and/or any state or federal privacy or confidentiality laws. On-site visits may include evaluations of assignment of selected objectives, special lectures and similar activities, at the discretion of the College designee.
- 2.8 The College will provide student evaluation forms to the Facility prior to the student’s arrival.
- 2.9 The College will hold the student responsible for her/his own transportation, housing, and attire, if not voluntarily provided to the student by the Facility.
- 2.10 To the fullest extent permitted by law, the College agrees to indemnify, defend and hold the Facility, Walla Walla County, and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to

court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the College, its employees, agents, volunteers or the students participating in field education; or are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement. This indemnification obligation of the College shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the Facility or Walla Walla County. The foregoing indemnification obligations of the College are a material inducement to the Facility to enter into this Agreement, and have been mutually negotiated by the Parties.

### III. MUTUAL RIGHTS AND RESPONSIBILITIES

- 3.1 There will be no unlawful discrimination on the basis of race, religion, sex, creed, age, disability, sexual orientation, gender identity, national origin or other legally protected characteristics with regard to the educational or practice experience of the student.
- 3.2 Neither party will consider the student to be an employee of either party nor is the student entitled to wages, employment or unemployment benefits. The student is participating in this program as a student in the process of developing corrections, law and justice knowledge and experience under the guidance and direction of the Facility staff.
- 3.3 Although the student is not to be considered as an employee, the student will be expected to obey all rules, regulations and procedures of the Facility as required of an employee of the Facility. The rules, regulations and procedures will be available to the student through the Site Coordinator of the Facility.

### IV. MISCELLANEOUS

- 4.1 The term of this Agreement is for a period of twelve (12) months from the date this Agreement becomes effective. The Agreement shall automatically renew for subsequent twelve (12) month periods, unless and until notice of termination is provided. Either party may terminate this Agreement upon sixty (60) days written notice to the other party, with or without cause. If the Agreement is terminated during a student assignment at the Facility, the student will be permitted to complete her/his assignment prior to the termination of this Agreement becoming effective.
- 4.2 This Agreement may be revised, modified or amended only in writing and with the signatures of authorized representatives of the parties.

- 4.3 The autonomy of the College and of the Facility will be observed at all times.
- 4.4 Visits by College staff to the Facility are welcome to plan and evaluate the field education program, discuss student performance, learn new skills and arrange for additional educational experiences.
- 4.5 No monetary compensation will be exchanged between the College and the Facility, including any staff of the College and the Facility.
- 4.6 The student's physical status will be such that it will not prevent her/him from fulfilling the professional requirements set forth by the Facility, with or without reasonable accommodation.
- 4.7 Any publication of materials by students or College staff based upon research or practice experience at the Facility should mention the name of the Facility. Publications by the Facility based on student research or practice should mention the name of the College.

*On the terms and conditions above, this Educational Affiliation Agreement is hereby entered into by the parties.*

**Walla Walla County**

**Walla Walla University**

\_\_\_\_\_  
Title: Board Chairman

\_\_\_\_\_  
President or Provost

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Field Education Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



DEPARTMENT OF COURT SERVICES  
JUVENILE JUSTICE CENTER  
WALLA WALLA COUNTY

Norrie Gregoire, Director  
Matt Stroe, Jail Commander  
Keri Weber, Executive Assistant

Norrie Gregoire, Juvenile Court Administrator  
Jon Cassetto, Court Services Manager  
Vacant, Detention Manager  
Kayla Zimmer, Administrative Services Supervisor

To: BOCC  
From: Norrie Gregoire, Director of Corrections/Juvenile Court Administrator  
Date Written: 11/17/2021

**Director's Report for November 22<sup>nd</sup>, 2021**

**Board Consent/Action Agenda Item(s):**

✓ Consent Items: None.

✓ Action Items:

1. Director's request for approval of Educational Affiliation Agreement between County and Walla Walla Community College for internship for students to obtain practical experiences.
2. Director's request for approval of Educational Affiliation agreement with Walla Walla University for internship for students to obtain practical experiences in Sociology program.

**Corrections/Court Services Department Updates:**

✓ Service Providers, Programs, Grants & Essential Services

- 11/16, met with Trilogly and Blue Mt. H2H staff to discuss implementation of Custody to Recovery (C2R) program at the adult detention facility; program is funded by CJTA dollars; first 6-7 months will serve as a proof of concept; model includes TRC meeting virtually with individuals held at the jail to develop engagement and motivation for recovery; upon release, TRC will continue to provide Recovery Coaching and other recovery support services in the community.
- JJC was notified 11/9 that Providence was terminating its agreement with the County to provide medical services in the juvenile detention facility; the onsite provider lobbied to maintain his work with kids in Detention and on the 12<sup>th</sup> Providence informally rescinded the termination; however, on the 17<sup>th</sup> I was advised again that Providence would be terminating effective 12/10/21.
- Consequently, Court Services Manager Cassetto and I have been meeting with BMH2H as a stop gap so that kids in Detention will have access to necessary medical care.

✓ Facilities, Equipment and Technology

- Robert is assisting Corrections with either modifying or replacing a steel door in Jail Booking. The door leads to Dress-In/Dress-Out & Shower Room and is a standard steel door. I'd like a Dutch Door, as we have in the juvenile facility, for security and safety purposes.
- I have asked Commander Stroe to work with Robert to see what we can do about the condition of the Jail Control Room ceiling and floor. I'm hoping we can come up with some options to improve conditions.



✓ Personnel/Training/Recruitment

- Adult Detention/Jail CO gave notice 11/16; the CO was a recent hire.
- Two CO applicants, both from WSPen, have passed background; one has passed polygraph and awaits psych; the second has poly scheduled.
- County has received just two applications for Juvenile Detention Manager, no interviews yet conducted.
- Juvenile Probation Officer Chris House has accepted a position with Thurston County Juvenile Court in Olympia. Chris has served the County with distinction first in Detention and then as the Intake PO for Walla Walla County Superior Court. Chris also managed a caseload in Columbia County and served as our Department's Quality Assurance Specialist. We wish Chris and his family all the best.

**11:00 FACILITIES MAINTENANCE**

**Robert Henry**

- a) Department update and miscellaneous

# Walla Walla County Facilities Department

317 W Main St, Walla Walla, WA 99362

Update November 22<sup>nd</sup> 2021

## Maintenance:

- IT office space renovation is complete
- Work has begun to make space for the future server room inside the 1<sup>st</sup> floor vault in the courthouse.

## Custodial

- Custodial cleaning with a focus on disinfecting has continued throughout the county.

## Grounds

- The final grass trimming is done, and the mower has been sent out to the fairground's storage.
- The counties irrigation systems have been shutdown and prepared for winter.
- Facilities is in the process of preparing the snow equipment for the winter months.

## Facilities:

- Preparations for new electrical room switchgear is continuing.
- Transitional housing repairs are underway. Fencing repairs are complete. Sidewalk demo is finished, and preparations are being made to pour. Flooring is scheduled to begin next week.
- Old Jail design is continuing. Our November progress meeting is complete.
- New Facilities Maintenance Lead, Jose has started.

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

**Dr. Kaminsky  
Nancy Wenzel**

**a) Action Agenda Items:**

- 1) Proposal 2021 11-22 DCH Approval to submit a Request for Proposals to design a logo for the Veteran's Relief Advisory Board

**b) COVID-19 update and miscellaneous**



# MEMO

Date: November 9, 2021

Proposal ID: 2021 11-23 DCH

To: BOCC

From: Nancy Wenzel  
Administrative Director

Lead Staff: Nikki Sharp  
Health Communities Division Manager

Intent: Approval to submit a Request for Proposals to design a logo for the Veteran's Relief Fund Advisory Board

Topic: Veteran's Relief Fund Logo

## **Summary**

The Veteran's Relief Fund Advisory Board (VRAB) would like to develop a logo to begin building a brand for the outreach and services the VRAB oversees. The VRAB would like veterans and the community to be able to easily identify the services and opportunities available in this program. The VRAB would like an appropriate logo to enhance veteran's memory of our agency and positive memories associated with services. In the past years there have been changes in location of the VRF funding and COVID-19 has impacted the availability of social engagement and service opportunities that have helped increase information in the community about service availability.

## **Cost:**

Estimated at \$250-\$1,000 depending on Request for Proposals

## **Funding**

Veteran's Relief Fund

## **Alternatives Considered**

1. Could use County logo only
2. If VRAB logo is approved, should use co-joined with County logo

**Acquisition Method**

Request for Proposal

**Security**

N/A

**Access**

N/A

**Risk**

N/A

**Benefits**

Increased visibility of the fund will lead to more access to the fund. Having a logo will make the fund more identifiable amongst various veterans' organizations and easier to advertise the program at the Stand Down and other meetings/conferences that involve veteran resources.

**Conclusion/Recommendation**

Recommend the BOCC approve VRAB to seek proposals for logo. The selected proposal will require BOCC approval. The completed logo design will require BOCC final approval before finalizing and being used by the VRAB.

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

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Additional Requirements to Proposal

Modification

Follow Up

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**11:30 JOINT FINANCIAL UPDATE**

**Karen Martin  
Gordon Heimbigner**

a) 2021 budget report



**11:45 COUNTY COMMISSIONERS**

- a) Miscellaneous business to come before the Board

**12:00 RECESS**

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
  - 1) New Position approval form – Risk Manager for Human Resources/Risk Management
  - 2) New Position approval form – CPWI (Community Prevention and Wellness Initiative) Specialist for Department of Community Health
  - 3) New Position approval form – Temporary COVID Vaccine Clinic Coordinator for Department of Community Health
  - 4) New Position approval form – Veteran’s Services Officer for Department of Community Health
  - 5) Revised Job Description approval form – Division Manager – Environmental Health for Department of Community Health
- 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))

- a) Miscellaneous business for the Board
- b) Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))
- c) **Consent Agenda Items:**
  - 1) Approving Request for Defense (Christensen)

**2:00 COUNTY COMMISSIONERS**

- a) 2022 preliminary budget discussion
- b) Miscellaneous business to come before the Board

**- A D J O U R N -**

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

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