### AGENDA

# WALLA WALLA COUNTY BOARD OF COMMISSIONERS MONDAY, APRIL 25, 2022

Commissioners have resumed in person public meetings and will also 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: <a href="https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38">https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38</a>

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

## 1:15 P.M. COUNTY COMMISSIONERS

Chairman Kimball

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) Silence cell phones
- c) Declarations re: conflict of interest
- d) Pledge of Allegiance
- e) Public comment period (time limitations may be imposed)

## a) Action Agenda Items:

- 1) Review submitted Employee Payroll Action Forms
- 2) Review vouchers/warrants/electronic payments

## b) Consent Agenda Items:

- 1) Resolution Minutes of County Commissioners' proceedings for April 18 and 19, 2022
- 2) Resolution Cancelling County Commissioners' Sessions of May 16 and 17, 2022
- 3) Resolution Proclaiming May, 2022 as Mental Health Awareness Month
- 4) Resolution Approving out of state travel for Technology Services Employees (Goodhue and Corn)
- 5) Payroll action and other forms requiring Board approval

## c) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: 4238923 through 4239141 totaling \$1,058,474.45
- Proposal 2022 04-25 EconDev Port Approval of Port of Walla Walla expending funds for Prescott Joint Park and Recreation District – Prescott Pool Repair and Upgrades Improvement Project
- 3) Proposal 2022 04-25 TSD-1 Approval of contract to replace Endpoint Security Services software

# BOARD OF COUNTY COMMISSIONERS WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER CANCELLING COUNTY COMMISSIONERS' SESSIONS OF MAY 16 AND 17, 2022

RESOLUTION NO. 22

WHEREAS, due to unforeseen scheduling conflicts, it has been determined that there will not be a quorum of the Board of County Commissioners available for the regular Commissioners' meetings that would be held on May 16 and 17, 2022; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the regularly scheduled Board meetings on May 16 and 17, 2022 be cancelled.

BE IT FURTHER RESOLVED that the next regular meeting of the Board will be held on May 23, 2022.

Passed this <u>25<sup>th</sup></u> day of <u>April, 2022</u> by Board members as follows:Present or Participating via othe means, and by the following vote: AyeNay Abstained Absent.			
Attest:			
Diane L. Harris, Clerk of the Board	Todd L. Kimball, Chairman, District 2		
	Jennifer R. Mayberry, Commissioner, District 1		
	Gregory A. Tompkins, Commissioner, District 3		
	Constituting the Board of County Commissioners of Walla Walla County, Washington		

# BOARD OF COUNTY COMMISSIONERS WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF PROCLAIMING MAY, 2022 AS MENTAL HEALTH AWARENESS MONTH

RESOLUTION NO. 22

WHEREAS, each May, the nation is asked to remember or continue to be aware that ongoing mental health issues affect as many as one in five Americans, as mental health is essential to everyone's overall health and well-being; and

WHEREAS, the National Alliance on Mental Illness (NAMI) reports millions of Americans are affected by mental health conditions every year. Here are facts about the prevalence and impact of mental illness: 1 in 5 adults in the United States experience mental health condition each year, 1 in 20 adults in the United States experience serious mental illness each year, 1 in 6 youth in the United States aged 6-17 experience a mental health disorder each year, and 50% of all lifetime mental illness begins by age 14 and 75% by age 24; and

WHEREAS, National Mental Health Awareness Month is a time to recognize the millions of American families affected by mental illness and to redouble our efforts to ensure that those who are suffering get the care and treatment they need. Nearly 10 million Americans suffer from a serious mental illness, such as schizophrenia, bipolar disorder, or major depression. Unfortunately, approximately 60 percent of adults and 50 percent of adolescents with mental illness do not get the treatment or other services they need. As a result, instead of receiving ongoing expert psychiatric care, these individuals often find themselves in emergency rooms, prisons, or living on the streets; and

**WHEREAS**, Mental Health Awareness Month is a reminder of the importance of working together to overcome any stigma associated with mental health issues and help those who are affected by providing support and advocating for equal care; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring May, 2022 as Mental Health Month in Walla Walla County.

Passed this _25 <sup>th</sup> _ day of April, 2022 by Board members as follows:Present or Participating via other means, and by the following vote: AyeNay Abstained Absent.			
Attest:			
Diane L. Harris, Clerk of the Board	Todd L. Kimball, Chairman, District 2		
	Jennifer R. Mayberry, Commissioner, District 1		
	Gregory A. Tompkins, Commissioner, District 3		
	Constituting the Board of County Commissioners of Walla Walla County, Washington		

# **PROCLAMATION**

**WHEREAS**, mental health is essential to everyone's health and well-being, and is a part of overall health; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

**WHERAS**, prevention is an effective way to reduce the burden of mental health conditions; and

**WHERAS**, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and

**WHEREAS**, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby proclaim

# MAY, 2022 as MENTAL HEALTH AWARENESS MONTH

in Walla Walla County and encourage citizens, government agencies, public and private institutions, businesses and schools in Walla Walla County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Dated this 25th day of April, 2022, at Walla Walla County, Washington.

	BOARD OF COUNTY COMMISSIONERS WALLA WALLA COUNTY, WASHINGTON
	Todd L. Kimball, Chairman, District 2
Attest:	Jennifer R. Mayberry, Commissioner, District 1
Diane L. Harris, Clerk of the Board	Gregory A. Tompkins, Commissioner, District 3

# **BOARD OF COUNTY COMMISSIONERS**

WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING OUT OF STATE TRAVEL FOR TECHNOLOGY SERVICES EMPLOYEES (GOODHUE AND CORN)

RESOLUTION NO. 22

WHEREAS, Walla Walla County Technology Services Director, Chad Goodhue, has requested out of state travel approval for Chad Goodhue and Kendall Corn to attend the ESRI User Group Conference, to be held July 11-15, 2022 in San Diego, California; and

WHEREAS, advance authorization for out of state travel is required; and

WHEREAS, pursuant to County policy, an Employee Travel Authorization form has been submitted; 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 training, if needed, is also approved.

Passed this <u>25<sup>th</sup></u> day of <u>April, 2022</u> by Board members, and by the following vote: AyeNay	pers as follows:Present or Participating via other Abstained Absent.
Attest:	
Diane L. Harris, Clerk of the Board	Todd L. Kimball, Chairman, District 2
	Jennifer R. Mayberry, Commissioner, District 1
	Gregory A. Tompkins, Commissioner, District 3

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

Form Policy No.: 40.05.03

# WALLA WALLA COUNTY Employee Travel Authorization

Date of Request 4/18/22

Employee Attending:		Estimate of Cost	(Includes all cos	sts even prepaid)
Chad Goodhue			Transportation	n
Kendall Corn		🛚 Air 🗆 Bus/Train	n 🗆 County Vel	nicle \$1,714.4
Revadii Corre		☐ Private Vehicle	miles @	\$
Meeting/Training:		☐ Rental Car 🗷 C	ab/Bus	\$60
Start time/date: 7/11/22	End time/date: 7/15			100
Location:		L	odging	
City: San Diego	State: CA			
Title of Meeting/Training: E3		<u> </u>	@ \$181.00 + 2	29.8 Foes \$ 2,039.8
(Attach agenda/training brocht	ıre)		Meals	
Departure Date: 7/10/22	Time: 05 36	Breakfast(s) 5	_@ \$ 13	\$ 156
Return Date: 7/15/22_	Time: 1745	Lunch(s) 5	_ @ \$ 15	\$180
		Dinner(s) <b>5</b>	_ @ \$26	\$312
Place of Lodging: Hotel Z - A	Stay Pincapple Hotel	Registra	ation/Tuition	
		Cancel Date:		\$
Phone Number: (619) 33	0-6401	Total	Expenses	\$4,462
I hereby acknowledge receipt return the credit card/unexper required receipts within five ( amount in excess of authorize owed or that amount shall be	nded advance travel fund 5) days of my return. I d reimbursements, I wil	ls, together with an e further agree that if a l attach a check or n	expense voucher credit card receip noney order for t	, and all pts show any hat amount
Kndall Cory Signature of Employee		Date:_	4/18/22	
Recommended: Yes Supervisor Signature	I No	Date :	4/18/20	22
Out-of-State Travel: ☐ Yes (Attach Resolution)	□ No			
Approved: ☐ Yes ☐ No				
		Date:		
Elected Official/Department I	Head	Duto.		



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# Thank You for Registering

Thank you for registering for the 2022 Esri User Conference. The registration team has received your registration and is currently pending review.

Your Registration ID is 203888

Your Esri Account Username is chad.goodhue

All submissions are subject to verification. If you do not meet the guidelines to register or if you do not qualify for the rate selected, your registration will be adjusted to reflect the appropriate rate or you will be contacted by registration staff. Please check the confirmation for changes and check-in information.

Please review the onsite Health and Safety Hub.

In the meantime, if you have any questions just email us at confregis@esri.com or call 1-888-377-4576.

Take advantage of special room rates by using Esri's convenient online hotel reservation service.

Conference Rate Government Rate

Conference Registration(s) are limited for use exclusively by direct company employees. Registrations may not be transferred to anyone, including but not limited to contractors, consultants, family members, partners, clients, or other Esri clients or partners without express written consent from Esri. This provision is intended to be interpreted in its broadest sense and will be strictly enforced.

Your Registration ID is 203889

Your Esri Account Username is kcorn@WALLACOUNTY

All submissions are subject to verification. If you do not meet the guidelines to register or if you do not qualify for the rate selected, your registration will be adjusted to reflect the appropriate rate or you will be contacted by registration staff. Please check the confirmation for changes and check-in information.

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Sitemap

Trust Center







This in-person event is open only to people who are fully vaccinated against coronavirus disease 2019 (COVID-19).

Get more details

# Agenda July 11-15, 2022

San Diego Convention Center | San Diego, California | All times listed in Pacific time (PT)

View the detailed agenda



Agenda is subject to change.

# Saturday

8:30 a.m.

Esri UC Preconference Seminars

8:30 a.m. - 5:00 p.m.

PRECONFERENCE SEMINAR

# Sunday

8:30 a.m.

Esri UC Preconference Seminars

8:30 a.m. - 5:00 p.m.

PRECONFERENCE SEMINAR

# Monday

8:30 a.m.

Esri UC Plenary: Morning Session

8:30 a.m. - 10:30 a.m.

**GENERAL SESSION** 

11:00 a.m.

Esri UC Plenary: Mid-Morning Session

11:00 a.m. – 12:30 p.m.

**GENERAL SESSION** 

2:00 p.m.

Esri UC Plenary: Afternoon Session

2:00 p.m. - 3:30 p.m.

**GENERAL SESSION** 

3:30 p.m.

Academic Fair

3:30 p.m. - 6:00 p.m.

4:00 p.m.

# Map Gallery Reception

4:00 p.m. - 6:30 p.m.

CONFERENCE ACTIVITY

# Tuesday

8:00 a.m.

Map Gallery

8:00 a.m. - 6:00 p.m.

CONFERENCE ACTIVITY

San Carr Contraction

Thu 14 Jul

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9:00 a.m.

Ехро

9:00 a.m. - 6:00 p.m.

**EXPO** 

4:00 p.m.

Science Symposium

4:00 p.m. - 6:30 p.m.

SPECIAL PRESENTATION

# Wednesday

8:00 a.m.

Map Gallery

8:00 a.m. – 6:00 p.m.

8:30 a.m.

Technical Workshops and User Presentations

8:30 a.m. - 5:00 p.m.

9:00 a.m.

Ехро

9:00 a.m. - 6:00 p.m.

EXPO

3:30 p.m.

Esri Awards Ceremony

3:30 p.m. - 5:30 p.m.

**CONFERENCE ACTIVITY** 

# **Thursday**

8:00 a.m.

Map Gallery

8:00 a.m. - 1:30 p.m.

**CONFERENCE ACTIVITY** 

8:30 a.m.

Esri Technical Workshops and User Presentations

8:30 a.m. – 5:00 p.m.

9:00 a.m.

Ехро

9:00 a.m. - 4:00 p.m.

**EXPO** 

5:30 p.m.

Thursday Night Party

5:30 p.m. - 10:00 p.m.

# **Friday**

9:00 a.m.

Technical Workshops

9:00 a.m. - 10:00 a.m.

10:30 a.m.

Closing Session

10:30 a.m. - 12:00 p.m.

GENERAL SESSION

# Register for the Esri User Conference

Get registration details

Esri User Conference

Sign up for event updates

July 11-15, 2022

San Diego Convention Center

111 W. Harbor Drive | San Diego, CA 92101 | USA

#### RESOURCES

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2021 Proceedings

Meeting room request

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1-888-377-4576

confregis@esri.com

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**Date:** 4-19-22 **Proposal ID.** 2022 04-25 EconDev – Port

To: BOCC

From: Diane Harris, Administrative Assistant

Intent - Approval of Port of Walla Walla expending funds

**Topic** – Approval of Port of Walla Walla expending funds from the Port's portion of the Economic Development Sales Tax Funds for Prescott Joint Parks and Recreation District (PJPRD) – Prescott Pool Repair and Upgrades Improvement Project

### **Summary**

The Port of Walla Walla during their regularly scheduled meeting on March 24, 2022 approved the Prescott Joint Parks and Recreation District's (PJPRD) grant application for the Prescott Pool Repair and Upgrades Improvement Project. This request is for up to \$125,000 from the Port of Walla Walla's portion of the Economic Development Sales Tax Fund.

Pursuant to the current interlocal between the Port and County of Walla Walla regarding the Economic Development Sales Tax funds the County must approve the Port of Walla Walla expending these funds.

Port of Walla Walla - 9/10ths funds - up to \$125,000

#### Cost

up to \$125,000

**Funding** 

9/10ths Funds - Port of Walla Walla

Alternatives Considered

N/A

**Acquisition Method** 

N/A

Security

N/A

**Access** 

Risk

**Benefits** 

# **Conclusion/Recommendation**

Approval of the Port of Walla Walla expending up to \$125,000 out of their portion of the 9/10<sup>ths</sup>

Economic Development Funds for the Prescott Joint Parks and Recreation District's (PJPRD) – Prescott

Pool Repair and Upgrades Improvement Project.

Submitted By	Disposition	
Diane Harris, Commissioners 4/25/22	Approved	
Name Department Date	Approved with modifications	
	Needs follow up information	
Signature	Denied	
	BOCC Chairman	Date
Additional Requirements to Proposal		
Modification		
Follow Up		
	<del></del>	



#### **SENT VIA EMAIL ON 03-28-2022**

March 28, 2022

Todd Kimball, Commissioner District #2 (2022 Chair) Greg Tompkins, Commissioner District #3 Jenny Mayberry, Commissioner District #1 Walla Walla County P.O. Box 1506 Walla Walla, WA 99362

RE: Economic Development Sales Tax Fund Grant – Prescott Joint Park and Recreation

District - Prescott

**Dear Commissioners:** 

On March 24, 2022, the Port of Walla Walla Commissioners approved up to \$125,000 Economic Development Sales Tax Fund (EDSTF) grant to the Prescott Joint Park and Recreation District - Prescott Pool Repair and Upgrades Project. Attached is the staff report and EDSTF application for your review.

Consistent with our Interlocal Economic Development Agreement dated May 31, 2005, the Port is submitting this EDSTF application for Walla Walla County Board of Commissioner's consideration and concurrence.

The Port hereby certifies that this application complies with RCW 82.14.370 and the funds will be allocated from the Port's 2/3<sup>rd</sup> share of EDSTF account.

If you have any questions or need any additional information, please do not hesitate to call or email me.

Sincerely,

Patrick H. Reay
Executive Director

Patrick W. Rean

Enc. Prescott Joint Park and Recreation District -Prescott Pool Repair and Upgrades Project

cc: Port Commissioners

# Walla Walla County Economic Development Sales Tax Fund

## SECTION I.

# APPLICATION FOR FUNDING

Applicant:	Prescott Joint Park and Recreation District (PJPRD)			
Project Title:	Prescott Pool Repair and Upgrades			
Contact:	Chris Oliver			
Title:	Commissioner #4: Vice-Chair of PJPRD Board of	Commis	sioners	
Telephone:	(509) 849-2314			
Cell:	(509) 200-8195			
E-Mail:	ChrisOliver.piprd@amail.com			
Mailing Address:	PO Box 30			
City:	Prescott	Zip Code	: 99.348	
Total Project Financin	lg			
Total Project Cost:		\$ 110,00	00	
Amount secured to date: \$ 10,000				
The total amount requested from the Economic Development Sales Tax Fund: Loan & Grant combined  \$ 0				
Loan Information				
Amount of loan requ	est:	\$		
Loan term requested (Maximum term is 10 years):		# 1	/RS	Rate
of a loan, the jurisdiction project which prompted	gation or revenue obligation of the jurisdiction receiving to on agrees to obligate its full faith, credit, and revenue to re d the application for funding. The maximum loan amount le Guldelines for the Economic Development Sales Tax Fun	epay the lo	an, regardi I. Please re	ess of the
Grant Information				
Amount of Grant req (Please review Attachmen Tax Fund – Line item #4)	uest: nt A - Principle Guidelines for the Economic Development Sales	\$ 100,00	00	
Amount of Local Pub (Please review Attachmer Tax Fund – Line item #5)	lic Match: nt A - Principle Guidelines for the Economic Development Sales	\$ 10,000	)	

<u>Declaration</u>: I hereby certify that the information given in this application is true and correct to the best of my knowledge and belief and that I have reviewed Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.

Signature of Responsible Official:

Commissioner #4 Chris Oliver, Vice-Chairman PJPRD Board of Commissioners

Print or Type Name and Title:

# SECTION II. IDENTIFICATION OF PUBLIC FACILITY PROJECT AND COSTS

# 1. Describe the entire public facilities project, including the parts that you are not asking to fund.

(The term "public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical focilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.

The Prescott Pool Project will focus on required and needed upgrades for the safe operation of our public pool. The Prescott Pool is the only operational pool in the Touchet River Valley serving Dayton, Waitsburg, Prescott and the surrounding areas. The Prescott Pool has remained open because of constant annual assessments and then seeking funding for necessary repairs.

The most recent in-depth assessment of the pool began after the Prescott Joint Parks and Recreation Office received a letter from the Walla Walla Health Department in the Fall of 2021. In this letter the Health Department said the pool leaks and that these leaks could cause erosion and possible loss of structural integrity. We were aware of the leaks, but over time they have gotten worse. (Appendix A)

Since we received this letter, we have been evaluating the best method to resolve this problem as well as assess all of our other systems so that we can safely operate our pool. To make this assessment we called upon multiple experts both locally and regionally. We also consulted other communities who own and operate public pools.

This project will fund fixing the leak, upgrades to our filtration and chemical delivery systems, pump room repairs, structural engineers assessment, upgrades to our pool lighting ,some electrical safety updates, upgrades to our bath house and pool office, improve access into the pool facilities and upgrades in our office equipment. (See a complete list of projects and costs in Appendix B)

The fixing of the leak is the highest priority and we have already scheduled further assessment and repairs to begin this spring. We will begin these projects in April and plan to complete all projects by the Fall of 2023. The last major upgrades to the pool were in 1990. In that year, the pool was closed for the season. We will not close the pool this time, but will complete these projects in the spring and fall, working around the pool season.

# 2. <u>Summarize efforts taken to date regarding the project in terms of specific steps and studies and dates of action.</u>

September 2021 we received a letter from Walla Walla County Health Department, to fix the leaks at the pool. We did a total needs assessment for required/desired projects at our facilities at PJPRD. Our facilities are the pool and park grounds. We began by talking to subject matter experts on how to first, fix the leak. We collected nine bids from different contractors. See Appendix C

October 2021: We began looking at other funding sources as this project exceeds our levy funds.

November2021. Our annual levy passed by 64% of our voters. This levy is primarily an operational budget that does not include capital improvements or repairs.

December 2021: We applied for 2 grants.

January, 2022: We prioritized a list of repairs and upgrades by the PJPRD Commissioners.

February, 2022: Risk Management Service Agency (RMSA) awarded \$4643.00 grant for upgrades; we signed a Service Agreement with Walla YMCA, to staff our pool during 2022 season

A former PJPRD Commissioner announced she will start seeking to establish a 501(c)(3) to start " Friends of the Prescott Parks and Pool " .

We continue to accept bids and have set dates in Spring 2022 to fix the leak and complete other identified projects.

List of Contractors Appendix C

# 3. <u>Does this project qualify as economic development and does it create or retain family wage jobs?</u> (Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.").

No. This grant application does not meet the criteria as an economic development grant due to the jobs it creates are seasonal with only one part-time year-round job.

4. List the number of projected jobs to be retained and/or created by the firm as a result of the public infrastructure project. Jobs must be expressed in Full-Time Equivalents (FTEs).

Management positions should be indicated as an annual salary. \* Retained jobs are defined as jobs that would otherwise be lost in Walla Walla County.

Job Description	Number of Jobs Created (in FTEs)	Number of Jobs Retained* (in FTEs)	Hourly Wage and/or Annual Wage
Office Manager	0		\$
			\$
			\$
			\$
			\$
			\$

	Projected annual gross payroll for all job classifications?	·,	
	How many of these positions are part-time or seasonal work?		
5.	Is this project listed in the Walla Walla County Comprehensive Plan?	Yes ⊠	No 🗆
	Walla Walla County Comprehensive Plan - Chapter 11 Economic Developme	ent Elemen	t – Appendix G

6. <u>Does your organization have an active interest and involvement in economic development?</u>
Please explain?

6 Yes we do! The Prescott Pool is the largest employer of young adults in Prescott. Many of these young adults go on to college and increase their earning power for life. Pool patrons come from all over the Northwest. These guests often then have lunch in Prescott. The PJPRD supports an annual car show in Prescott, live music in our downtown Park Plaza and seasonal open-air markets by local merchants. We hire local contractors to maintain or upgrade our pool. The Prescott Pool has many positive benefits for Walla Walla County.

7. Will this project upgrade existing public infrastructure or build new public infrastructure?

Please explain?

The Prescott Pool will be a major upgrade to the existing infrastructure of our pool. This project will be the first major upgrade to our pool since 1990. This project will fix leaks, upgrade filtration and chemical delivery systems, improve the bath house, and in general make the pool a safer place to swim and teach aquatic instruction.

8. <u>List each funding source for the public project and amount. Identify whether the funding source has been secured or is being requested.</u>

Funding Source	Status	Amount
RMSA (Risk Management Service Agency)	Secured 🔻	\$ 4,600.00
PJPRD Reserve Fund	Secured 🔽	\$ 5,400.00
EDSTF	Pending 🔽	\$ 100,000.00
		\$
		\$
		\$
		\$
	Total Project Cost	\$ 110,000.00

9. Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.

Activities	Estimated Completion Date (Month/Year)
Preliminary Engineering Report	March 2022
All Required Permits Obtained	April 2022
Design Engineering	March 2022
Land/Right-of-Way Acquisition	
Final Bid Documents	April 2022
Award Construction Contract	March 2022
Begin Construction	April 2022
Complete Construction	December 2022
Construction Project Operational	March 2022

10. What other quantifiable outcomes can this project measure in addition to the number of jobs created and retained?

<b>\$</b> 4,600.00
\$
\$

Other: PJPRD Reserve Fund \$5400.00

11. Will the public facility project be maintained by the applicant? Indicate the projected annual operating cost of the proposed public facility project and revenue source for maintenance? Please explain.

Yes the pool will be maintained by the PJPRD. The 2022 operations budget is \$125,000 from the 2021 Pool Levy.

The PJPRD is a junior tax district. The operating costs each year are covered by an annual levy that must be passed by voters super majority of 60% of all votes cast. The voting district is the same as the Prescott School District. Funds are drawn from the Walla Walla County Treasurers Office. We are audited by the Washington State Auditor every year to insure we are in compliance of our budget. We monitor our budget closely to ensure our expenses do not exceed our revenue.

In November, 2021 a \$125,000 Pool Levy was passed by 64% of the voters. In 2020 a \$118,000 Pool Levy was passed by 68% of the voting public in our tax district. The levy funds the annual operation of the pool, our maintenance of our two parks, one part time year round staff and a modest office. Repairs/upgrades are funded

## **Application Submission Process**

- PDF Application Form: Download and save the "EDSTF Application Form". Open the "EDSTF Form" file in your PDF
  reader software application. Complete the application. At the end of the application is a "Submit By Email" button.
  Please review your completed application before clicking on the "Submit By Email" button.
- 2. <u>Print PDF Application Form:</u> Print the "EDSTF Form" and complete the application. Scan the completed application form into one (1) PDF file and email the PDF file as a file attachment to <u>pr@portwallawalla.com</u>.

**Submit By Email** 

**Reset Form** 

# OPENING REMARKS for PJPRD request for Port of Walla Walla

# **EDSTF Funds**

The Prescott Pool is a sound economic investment for the future of Walla Walla County. Even though the City of Prescott is the smallest community in Walla Walla County, we have the longest, continuously operating public swimming pool in Eastern Washington.

The Prescott Pool is a good economic investment because it has local tax payer support, it promotes water safety and supervised recreational family fun in our pool. Our pool is sustainable, our staff and Prescott Parks and Recreation Commissioners are fiscally responsible and the Prescott Parks and Recreational District has a positive economic impact on Walla Walla County.

Safety: the leading cause of death among young children is drowning. (medlineplus.gov/envy). Every year we hear in the news of a person drowning in our area. One of the primary missions of our pool is to teach swimming lessons. By teaching area children to swim, and offering a supervised safe place to swim, the Prescott Pool is saving lives. Happy and healthy residents in Walla Walla County benefit everyone.

The Prescott Pool has tax payer support. Every year our voters pass the pool levy by a supermajority of 60%. In 2021 the voters approved our 2022 operating budget of \$125,000 by a 64% majority. In 2020 voters passed our 2021 budget of \$118,000 by 68%. It is rare in today's world that so many voters agree on one issue, to keep supporting the Prescott Pool. Every year for the past 15 years our pool levy has passed. We have local taxpayer support.

The staff and leadership of the Prescott Parks and Recreation promote a pool that is sustainable. When we identify a problem, we face it, and then solve the problem. For example, when another Walla Walla County Pool closed due to a boiler problem, we took notice. Our boiler did not fail, but needed replaced. We raised funds by writing local grants and installed a new boiler. When another local pool closed several times due to paint problems, we painted our entire pool in 2020. The Prescott Pool remained open.

This EDSTF grant will fund the following projects at the Prescott Pool. First it will fix the leak. We will then upgrade the filtration and chemical delivery systems. Finally, we will complete several upgrades to both the interior and exterior of our bath house. All upgrades will have a focus on function and safety.

During the World Wide Covid-19 Pandemic, we had to delay our opening in 2020. Our staff worked with the Walla Walla County Health Department to meet all the new safety measures. The Prescott Pool was one of the first pools in our area to open safely. In 2020 we extended our season since we started late. In 2020 once the Prescott Pool opened, it never missed a single day of being open due to Covid-19.

In the past few years, we have had a national lifeguard shortage. To resolve this labor shortage, we are doing taking several actions. First, we signed a Service Agreement with the YMCA of Walla Walla. In this agreement the YMCA will staff our pool for the 2022 season. The next action we are doing to overcome this labor shortage is to partner with the Prescott School District and the YMCA. Prescott School's young adults who are 15 years or older who qualify will receive free transportation to the Walla Walla YMCA and free life guard training. If they pass, they are offered a job at the Prescott Pool. We are, "Growing our Own Guards".

The Prescott Pool has a Positive Economic Impact on Walla Walla County. The pool is the largest employer of youth in Prescott each summer. Many of these life guards go on to college. According to the executive director of the YMCA, life guards have a higher rate of getting into college vs. their nonguard peers. It is widely known that a person with a higher level of education has a higher salary for their life time. The pool draws guests from all over the Pacific Northwest. Those swimming work up a hunger and often eat out locally after swimming in the Prescott Pool. The Prescott Parks and Recreation supports an annual Prescott Car Show. This Car show has grown from less to ten cars to around forty cars in 2021. The Prescott Parks and Recreation District hire local contractors each year to maintain or repair our pool. Our parks host local live music in the summer and merchants who coordinate annual open-air markets. The Prescott Parks and Recreation District Pool, and activities we support, have a positive impact on the growth of the Walla Walla County Economy.

In Summary, the Prescott Pool promotes a safe family-oriented place to swim and we teach swimming safety. We have the trust of our tax payers. Each year the Prescott Pool Levy is passed. The Prescott Pool is sustainable because we follow a simple philosophy. We identify problems, we face those problems and we Solve problems as quickly as possible. Our Parks and Pool promote a healthy community. A healthy community is good for everyone. The Prescott Pool and Parks support economic growth of our economy in Walla Walla County.

I urge the Port of Walla Walla Commissioners to support the Prescott Parks and Recreation in our request to use EDSTF funds to keep the pool open for many years to come.

Thank You for your time today.

# **APPENDIX B**

# 2022 FIX THE LEAK BID LIST

1	Fix the Leak at the Pool	\$50,000.00
2	Sand filters & Upgrade chemical delivery	\$25,000.00
3	Pumproom: repairs/hangers/electrical	\$5,000.00
4	Engineering: Structural Analysis	\$5,000.00
5	Pool lighting and safety glass for office windows	\$5,000.00
6	Bath house upgrades, paint, electrical, windows,	
	remodel as funds permit	\$15,000.00
7	Re-gravel parking lot & improve access	\$5,000.00
		\$110,000.00

# **APPENDIX C**

Contractor	and De	scriptions					REC. DATE TOTALS
			1				
American Le	ak Detec	tion	Detection	ONLY			2/4/2022
-							
		-	-				
In a Detuctor	C						0/20/2021
loe Patrelo			-				9/30/2021
Total Comfo	eck Repa					updated *	3/7/2022
	Repair poo			T		updated	3/1/2022
-		and Labor	Evequation	n & concrete	to be done	hyothers	
Aquatic Spe		and Labor	EXCUVULION	I & CONCIETE	to be done	updated *	2/25/2022
	ipe Hang	orc	-			apaatea	2/23/2022
_		Filters and	Sand	+			
Jim's Glass S		Titters and	1			updated *	Mar-22
		ool window	s with safet	v plass	I	apadica	17701
Walla Walla		ooi wiiidow	T T T T T T T T T T T T T T T T T T T	1 81000			
	Pump Room			T			
			tes, new el	ectrical pane	l (office)	pending ne	w estimate *
Meticulous '		1					]
	aint:	2 Roofs, D	iving Board	Merry Go R	ound		
		Swimming	Pool Buildi	ing (inside a	nd outside)		
Joe Patrelo Construction						updated *	3/7/2022
1	Pressing F	Room Divide					
				with grab ba			Women)
				w/doors an			
				with doors			
		All waste	will be remo	oved; above	labor & ma	iterials)	2/2/2022
	ICIS (Bruce Larkin)					1	3/2/2022
	Test for p		- 1 - 1/-				
	Monitor 4 hr per day, 5 days X 2 staff @\$115 per hour						
	Surge Tank Inspection and Report: broken lid welds					-	
-	Maintenance on deck seams by diving board  Maintenance on skimmer trough seam				-		-
-	Maintenance on skim			seam	-		
	loor Seal	m Maintena	nce				TOTAL \$

<sup>\*</sup> updated due to cost increase on goods/services i.e. paint & labor

# Port of Walla Walla Staff Report

**TO:** Port of Walla Walla Commission

FROM: Patrick H. Reay, Executive Director

SUBJECT: Non-economic – Economic Development Sales Tax Fund (EDSTF) Grant Application

DATE: Thursday, March 24, 2022

<u>PROJECT LOCATION:</u> Prescott Joint Parks and Recreation District (PJPRD) – Prescott Pool Repair and Upgrades

Project

JURISDICTION: Port of Walla Walla

PURPOSE: Action Item

**STAFF RECOMMENDED ACTION:** Staff recommends approval of a non-economic - Economic Development Sales Tax Fund (EDSTF) grant for up to \$125,000 to the Prescott Joint Parks and Recreation District (PJPRD) for the Prescott Pool Repair and Upgrades Project.

<u>PROPOSED MOTION:</u> Motion to approve a non-economic - Economic Development Sales Tax Fund grant not to exceed \$125,000 to the Prescott Joint Parks and Recreation District (PJPRD) - Prescott Pool Repair and Upgrades Project and to authorize the Executive Director to submit said application to the Walla Walla County Board of Commissioners for their concurrence.

<u>BACKGROUND</u>: Port of Walla Walla in partnership with the Walla Walla County Board of Commissioners manages the Economic Development Sales Tax Fund for Walla Walla County. The Port and County have two (2) separate fund accounts which each jurisdiction manages separately. Currently, the account fund balance of the Port's managed fund is approximately \$2,641,613. See Exhibit 4. The Port Commission has the ability to award and distribute funds for projects that are listed on the approved Port of Walla Walla Economic Development Plan or projects listed within the Walla Walla County Comprehensive Plan in Appendix G: Projects of Regional Significance.

<u>DISCUSSION/ANALYSIS:</u> The Prescott Joint Parks and Recreation District provides service to Walla Walla and Columbia County residents. This is the only other public pool, other than the Walla Walla Memorial Pool in Walla Walla County. See Exhibit 3 for the history of the District.

The Prescott Parks and Recreation Dist rict – Prescott Pool Repair and Upgrades Project has been developing plans to make the necessary pool repairs and upgrades to meet the Walla Walla County Department of Community Health requirements. See Exhibit 2.

The project would be funded utilizing the non-economic criteria of the <u>Principle Guidelines for the Economic Development Sales Tax Fund (EDSTF)</u>, <u>Section 8</u>. See Attachment A-5. The project will create summer seasonal employment for young adults, but will not create or sustain any family-wage jobs. The employment opportunities created will assist with youth employment and workforce opportunities in the Prescott/Waitsburg region.

Principle Guidelines for the Economic Development Sales Tax Fund (EDSTF), Section 8.

Public infrastructure projects that cannot identify the creation of new direct family-wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes are encouraged to apply for an EDSTF loan. If the applicant is requesting an EDSTF grant, and an EDSTF grant is awarded, the applicant will be restricted in applying for an EDSTF grant for 5 years from the date of the award. However, during this 5-year restricted period, the applicant has a public infrastructure project that can demonstrate the creation of new direct family-wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes, their application would be considered for funding.

**LEGAL REVIEW:** No legal review of the grant application.

FISCAL IMPACT: The grant requested will lower the available Economic Development Sales Tax Funds by \$100,000. See Attachments Exhibit 4 for a summary of current and remaining fund balances if the project grant application is approved and funds dispersed.

# BUILDING REPAIRS AND TENANT IMPROVEMENTS: N/A ALTERNATIVE(S):

- 1. Do not fund the Prescott Joint Parks and Recreation District (PJPRD) Prescott Pool Repair and Upgrades Project with an Economic Development Sales Tax Fund grant request.
- 2. Fund the not fund the Prescott Joint Parks and Recreation District (PJPRD)—Prescott Pool Repair and Upgrades Project with an Economic Development Sales Tax Fund loan, rather than the requested grant.
- 3. Fund the request at a different funding level.

# **EXHIBIT**

Prescott Joint Parks and Recreation District (PJPRD) 9/10ths Economic Development (Non-
economic) Grant Application
Walla Walla County Community Health Department letter dated September 16, 2021
Prescott Joint Parks and Recreation District PowerPoint (History of District)
Port of Walla Walla 9/10ths Economic Development Sales Tax Fund Balance Spreadsheet
Attachment A – Principle Guidelines for Economic Development Sales Tax Fund (EDSTF)



# WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Website: https://www.co.walla-walla.wa.us/government/health\_department/index.php Email: health@co.walla-walla.wa.us

314 West Main Street • P.O. Box 1753 • Walla Walla, WA 99362 • Main Telephone: (509) 524-2650 • Main Fax: (509) 524-2677

September 16th, 2021,

Prescott Park and Recreation District P.O. Box 30 Prescott, WA 99348

Subject: Crack and Leak from Pool, into Equipment Room of Prescott Pool

Dear Prescott Park and Recreation District:

During a routine inspection of the Prescott Pool facility on August 18th, staff from the Walla Walla County Department of Community witnessed the crack along the wall in the equipment room, that is adjacent to the deep end of the pool, had a steady flow of water coming through. This crack has been observed for years in the equipment room and has usually only had moisture present. During this inspection, water was visibly seen pouring out along the crack and at the bottom of the crack. We strongly recommend that the pool is repaired as soon as possible. The longer this situation continues, the more erosion and loss of structural integrity will occur, and it is possible that the pool wall will eventually collapse and the consequence of it will be disastrous if there is anyone in the pool, in the equipment room, or just happens to be nearby. At this point it is unclear where else water may be leaking from. If it is leaking under the equipment room structure, it may be creating a sinkhole underneath, and the room may collapse.

Per our Washington Administrative Code (WAC) 246-260-131(2) regarding physical components, "Owners shall check each Water Recreational Facility's physical components routinely to ensure: (a) Barrier protection, emergency equipment and structural facilities are properly maintained." Prior to receiving a permit next year, proof of repair or structural mitigation will be required. An inspection may be needed to visually inspect the condition of the wall with the Building and Planning Department.

If you have any questions, please feel free to contact the Environmental Health Manager; Andrew Maycumber at 509-524-2669.

Thank you,

Stacy Cutter, R.S.

Environmental Health Specialist II

Walla Walla County Department of Community Health

Enclosure: Pictures of the crack in the equipment room

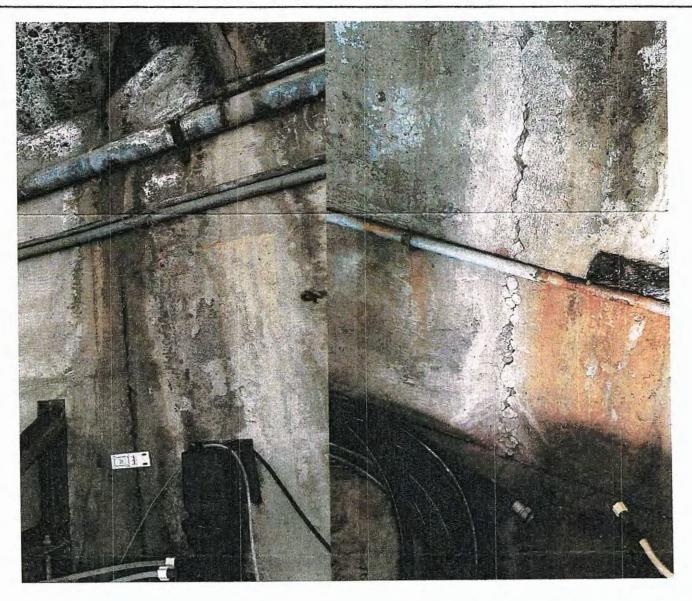
Community Health: Always working for a safer and healthier Walla Walla County



# WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Website: https://www.co.walla-walla.wa.us/government/health\_department/index.php Email: health@co.walla-walla.wa.us

314 West Main Street • P.O. Box 1753 • Walla Walla, WA 99362 • Main Telephone: (509) 524-2650 • Main Fax: (509) 524-2677





Date: April 25<sup>th</sup>, 2022 Proposal ID. 2022 04-25 TSD-1

To: Walla Walla Board of County Commissioners

From: Chad Goodhue, Technology Services Director

Intent - Decision

**Topic –** Approval to replace and purchase new End Point Protection Software

## **Summary**

Walla Walla County currently uses Sophos for its EDR (End Point Detection and Response). The contract renewal for Sophos is set for September of this year. Tech Services have had concerns about what we are getting vs. what we pay for. CIS, the Center for Internet Security, which is the technical arm of CISA and DHS, is offering Crowdstrike ESS/EDR software (best in breed ESS/EDR) at a significant discount. This is the contract for 200 licenses. The other 250 licenses are paid for by DHS as part of their critical infrastructure security initiative. This solution also comes with SOC monitoring which could save the County an additional \$50,000 annually if the service works as designed.

#### Cost

\$12,000 annually (we currently pay \$21,000 for Sophos)

#### **Funding**

**Technology Services Fund** 

## **Alternatives Considered**

The County could choose to stay with Sophos, however and because of the recent acquisition of Sophos and their stated consolidation of services, the support issues that we have experienced thus far will likely be worse than they have been through 2021-2022 time frame.

## **Acquisition Method**

CIS/Federal security partner

## Security

Enhanced analytics and behavioral heuristics

## **Access**

N/A

# **Benefits**

Reduced cost for a modern solution that incorporates software behavioral patterns and moves away from a more traditional signature-based awareness that is additionally monitored by our CIS/CISA partners for anomalous activity insights and after hours remediation.

***Authority to Execute Related Agreements Sought						
Yes						
Conclusion/Recommendation						
Approval of contract and authority to sign attached	contract					
Submitted By	Disposition					
Chad Goodhus	Approved					
Chad Goodhue Technology Services 04/25/2022	Approved with modifications					
	Needs follow up information					
	Denied					
	***Authority to Execute Related Agreements					
	Approved					
	Denied					
	BOCC Chairman Date					
Additional Requirements to Proposal						
Modification						
Follow Up						



Center for Internet Security, Inc. 31 Tech Valley Drive East Greenbush, New York 12061 United States

**ORDER for Walla Walla County** 

Order: SO-220413-0031484 Created Date: 4/13/2022 Valid Through: 8/11/2022 Prepared by: Mark Talty Phone: (518) 880-0772

# Order

#### Address Information

Bill To: Walla Walla County 27 N. 2nd Ave. Walla Walla, Washington 99362 United States

**Buying Contact: Chad Goodhue** 

Buying Email: cgoodhue@co.walla-walla.wa.us

Ship To: Walla Walla County 27 N. 2nd Ave. Walla Walla, Washington 99362 United States

Shipping Contact: Gregory Heimgartner

Shipping Email: gheimgartner@co.walla-walla.wa.us

#### **Related Information**

Currency: USD

Billing Frequency: One-Time

#### Service Lines

Product/Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	4/13/2022 - 4/12/2023	200	12 Mon	\$5.00	\$5.00	\$12,000.00

List Price Total: \$12,000.00 Sales Price Total: \$12,000.00

Net Amount: \$12,000.00

Balance Due Amount: \$12,000.00

## **Specific Terms**

CIS Endpoint Security Services via CrowdStrike Terms & Conditions

The following terms and conditions ("TCS") apply to CIS Endpoint Security Services (the "Services") provided by Center for Internet Security, Inc. ("CIS") to Customer, as specified in the attached Customer Order Form (the "Order").

#### I. Definitions

Security Operation Center (SOC) – 24 X 7 X 365 watch and warning center that provides cybersecurity infrastructure monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

Endpoint Security Services or ESS - Endpoint Security Services (ESS) is comprised of the following services:

Next Generation Antivirus (NGAV). A solution deployed on endpoint devices to prevent cyber-attacks with the following capabilities:

Detect malicious activity using signature-based and behavior-based threat detection methods with the capability to automate prevention (block attacks);

Deny/allow indicators list management to include anomalous behavior-based indicators;

Endpoint and file quarantine functionality;

Threat notification and alerts; and

Web-based management interface with a cloud-based data administration component for enterprise deployment.

Endpoint Detection & Response (EDR). Deployment and maintenance of an EDR software agent on Customer's identified endpoint devices, which will (a) block malicious activity at a device level if agreed to by the Customer; (b) remotely isolate compromised systems after coordination with the Customer; (c) identify threats on premise, in the cloud, or on remote systems; (d) inspect network traffic in a decrypted state on the endpoint for the limited purpose of identifying malicious activity; and (e) identify and remediate malware infections.

Centralized management of ESS data to allow system administration, event analysis and reporting by CIS SOC. Additionally, Customer will be able to interact with its own ESS data through the management system

Additional Endpoint Security Services. CIS may offer additional services under this Agreement from time to time as ESS. Purchase and receipt of such services will be subject to a separate Order.

Parties shall mean CIS and Customer; each a Party.

#### II. Selection of ESS

CIS hereby agrees to supply Entity with ESS as set forth in the attached Order. ESS for additional endpoints may be ordered by Entity during the Term (as defined herein below) by submitting a written request to CIS. The Service Start Date of subsequent Orders for ESS shall be the date of the approved Order but shall terminate as of the end of the applicable Term. Additional services may also be ordered from CIS by Entity by separate agreement with CIS.

#### III. Term

The Order will become effective on the date the Order is accepted by both Parties (the "Effective Date"), and shall continue in full force and effect for the period specified in the Order (the "Term").

#### IV. Pricing

A. Initial ESS Purchase

In consideration for receipt of ESS, Entity agrees to purchase the specified ESS at the purchase price set forth in the Order in US Dollars (USD), which shall be due and payable within thirty (30) days of the Effective Date. Payment may be made by: (i) EFT transfer; (ii) check made payable to Center for Internet Security and mailed to CIS Accounts Receivable, 31 Tech Valley Drive, East Greenbush, NY 12061; or (iii) credit card transaction according to the instructions provided to Entity by CIS. The amount of the purchase price to be paid by Entity to CIS pursuant to this section shall not be reduced by any amount of any taxes or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment to CIS.

#### B. Purchase of ESS for Subsequent Terms

At least sixty (60) days prior to the expiration of any Term. CIS will provide Entity an Order setting forth pricing for a subsequent Term. Payment for ESS for a subsequent Term shall be due to CIS no later than the last day of the then-current Term, using any of the methods described in section IV(A) above. In the event that such payment is not made prior to the end of the applicable Term, ESS shall not be renewed for a subsequent Term.

#### V. Amendments to the Order

The Order may only be amended as agreed to in writing by both Parties.

#### VI. Responsibilities of the Parties

A. Customer Responsibilities

Customer acknowledges and agrees that CIS's ability to perform the Endpoint Security Services provided by CIS for the benefit of Customer is subject to Customer fulfilling certain responsibilities listed below. Customer acknowledges and agrees that neither CIS nor any third-party provider shall have any responsibility whatsoever to perform the Endpoint Security Services in the event Customer fails to meet its responsibilities described below. Customer further acknowledges and agrees that the scope of this Agreement is limited to the number of endpoint devices identified in the Order Form. In the event that Customer installs the ESS software agent on a greater number of endpoint devices beyond those identified in the Order Form, Customer will be charged for those additional endpoints, including any associated additional charges, and that those additional endpoint devices will be subject to the requirements of this Agreement. Customer will ensure the correct functioning and maintenance of the endpoint devices receiving Endpoint Security Services.

Customer shall provide the following to CIS prior to commencement of the Endpoint Security Services and at any time during the Term if the information changes:

A completed PIQ, the form of which will be provided to Customer by CIS, which will identify the number and types of endpoints to be monitored during the Term, including identification of the operating systems used in the endpoints. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Endpoint Security Services;

Each endpoint device will have access to a secure Internet channel for ESS management and monitoring by CIS;

Accurate and up-to-date information, including the name, email, landline, mobile, and pager numbers for all designated, authorized Point of Contact(s); and

Customer will be responsible for installing the ESS software agent on its endpoints; CIS will provide Customer with a link to the ESS software agent.

During the Term, Customer shall provide the following:

Written notification to CIS SOC (SOC@MSISAC.ORG) at least thirty (30) days in advance of replacement of an existing endpoint device with another similar device and/or changes in operating systems for the endpoint devices that would affect CIS's ability to provide Endpoint Security Services;

Written notification to CIS SOC (SOC@MSISAC.ORG) at least twelve (12) hours in advance of any scheduled Internet outages affecting the endpoint devices:

A completed Escalation Procedure Form in the PIQ including the name, e-mail address and 24/7 contact information for all designated Points of Contact (POC). Revised information must be submitted when there is a change in status for any POC;

Sole responsibility for maintaining current maintenance and technical support contracts with Customer's software and hardware vendors for any endpoint device covered by ESS; and

Active involvement with CIS SOC to resolve any tickets requiring Customer input or action.

B. CIS Responsibilities

CIS shall be responsible for purchase of a commercial ESS capability provided by Crowdstrike, to be incorporated into the Endpoint Security Services, and for providing a link for the ESS software agent to Customer for Customer to install on their endpoints.

CIS will be responsible for the management and monitoring of the Endpoint Security Services to Customer's identified endpoint devices, including provision of the link for installation of the applicable ESS agent for the operating system of the endpoint devices, as identified by Customer in the PIQ.

CIS will provide the following as part of the Endpoint Security Services:

Analysis of logs from monitored security devices for attacks and malicious traffic;

Analysis of security events;

Correlation of security data/logs/events with information from other sources;

Notification of security events per the Escalation Procedures provided by Customer; and

Ensuring that all upgrades, patches, configuration changes and signature upgrades of the ESS agent are applied to Customer's endpoint devices receiving ESS.

CIS Security Operation Center. CIS will provide 24/7 telephone (1-866-787-4722) availability for assistance with events detected by the Endpoint Security Services.

Upon termination of ESS, CIS shall be responsible for the cancellation of the Endpoint Security Services. Customer will be responsible for removal of the ESS agent installed on Customer's endpoint devices.

C. Third Party Provider Terms and Conditions

Customer acknowledges and agrees that as part of providing ESS, CIS has contracted with the third-party provider, CrowdStrike, Inc. ("Crowdstrike"). Customer further acknowledges and agrees that in return for receipt of ESS, it agrees to the following terms and conditions ("Crowdstrike End User Terms") as an end user of CrowdStrike services as specified in the Order:

Access & Use Rights. Subject to these TCS, Customer has a non-exclusive, non-transferable, non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use. The Product includes a downloadable object-code component ("Software Component"); Customer may install and run multiple copies of the Software Components solely for Customer's Internal Use. Customer's access and use is limited to the quantity and the period of time specified on the Order. Restrictions. The access and use rights do not include any rights to (i) employ or authorize any third party (other than Partner) to use or view the Offering or Documentation; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party; (iv) allow third parties to access or use an Offering (except for Partner as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; (viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance date of, an Offening (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, the Order; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

Third Party Software. CrowdStrike uses certain third-party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third-party software that CrowdStrike uses at: <a href="https://falcon.crowdstrike.com/opensource">https://falcon.crowdstrike.com/opensource</a>.

Installation and User Accounts. For those Products requiring user accounts, only the individual person assigned to a user account may access or use the Product. Customer is liable and responsible for all actions and omissions occurring under Customer's user accounts for Offerings. Ownership & Feedback. The Offerings are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Offerings. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation, provided, Customer will not be identified publicly as the source of the feedback or suggestion. Crowdstrike Disclaimer. PARTNER, AND NOT CROWDSTRIKE, IS RESPONSIBLE FOR ANY WARRANTIES, REPRESENTATIONS, GUARANTEES, OR OBLIGATIONS TO CUSTOMER, INCLUDING REGARDING THE CROWDSTRIKE OFFERINGS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR. CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGMENT WITH RESPECT TO THE OFFERINGS. THERE IS NO WARRANTY THAT THE OFFERINGS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE OFFERINGS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS. AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. CUSTOMER AGREES THAT IT IS CUSTOMER'S RESPONSIBILITY TO ENSURE SAFE USE OF AN OFFERING IN SUCH APPLICATIONS AND INSTALLATIONS. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

Customer Obligations. Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software, hardware and computer systems (collectively, "Systems") where the Products will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings in accordance with the Order and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v) it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer Affiliate, to CrowdStrike.

Falcon Platform. The Falcon Endpoint Protection Platform ("Falcon EPP Platform") uses a crowd-sourced environment, for the benefit of ell customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, oligin data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customers, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's

products and services, and enhance cybersecurity; and (iv) permit Customer to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

Processing Personal Data. Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, comply with law, or otherwise in accordance with these TCS. Customer authorizes CrowdStrike to collect, use, store, and transfer the Personal Data that Customer provides to CrowdStrike as contemplated in this Agreement.

Compliance with Applicable Laws. Both CrowdStrike and Customer agree to comply with laws directly applicable to it in the performance of the ESS in accordance with the Order.

Definitions. For purposes of these Crowdstrike End User Terms, the following terms shall have the meaning as set forth below:

"CrowdStrike Data" shall mean the data generated by the CrowdStrike Offenings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

"Customer Data" means the data generated by the Customer's Endpoint and collected by the Products.

"Documentation" means CrowdStrike's end-user technical documentation included in the applicable Offening.

"Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"Execution Profile/Metric Data" means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with the Order or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

"Internal Use" means access or use solely for Customer's own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or Customer other than Customer, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by Customer's employees and Partner solely on Customer's behalf and for Customer's benefit.

"Offerings" means, collectively, any Products or Product-Related Services.

"Partner" means Center for Internet Security, Inc.

"Personal Data" means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

"Product" means any of CrowdStrike's cloud-based software or other products provided to Customer through Partner, the available accompanying API's, the CrowdStrike Data, any Documentation.

"Product-Related Services" means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products.

"Threat Actor Data" means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthonized third parties associated therewith and that is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

#### VII. Title

The Endpoint Security Services include use of software that is licensed to CIS by Crowdstrike. All title and ownership rights of the software shall remain with Crowdstrike. Customer shall own all right, title and interest in its data that is provided to CIS pursuant to these TCS. Customer hereby grants CIS a non-exclusive, non-transferable license to access and use such data as is necessary to provide the Endpoint Protection Services specified in of the Order.

#### VIII. No Third Party Rights

Except as otherwise specifically provided herein, nothing in these TCS shall create or give to third parties any claim or right of action of any nature against Customer or CIS.

IX. Warranty; Disclaimer

A. Warranty

CIS warrants to Entity during the applicable Term that: (i) the Endpoint Security Services operate without Error; and (ii) industry standard techniques have been used to prevent the ESS at the time of installation from injecting malicious software viruses into Entity's endpoints covered by this Agreement. Entity must notify CIS of any warranty claim during the Term. Entity's sole and exclusive remedy and the entire liability of CIS for its breach of this warranty will be for CIS, at its own expense, to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate the Order and Entity's access to and use of ESS and refund the prepaid fee prorated for the unused period of the Term. CIS shall have no obligation regarding Errors reported after the applicable Term. For purposes of this Section VIII, "Error" means a reproducible failure of ESS to perform in substantial conformity with its applicable Documentation (as defined herein below), as supplied by Crowdstrike.

#### B. Exclusions

The express warranties do not apply if the ESS (i) has been modified, except by CIS or Crowdstrike, or (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation.

#### C. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION VIII, CIS MAKES NO OTHER WARRANTIES RELATING TO THE ESS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

ENTITY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT CIS DOES NOT GUARANTEE OR WARRANT THAT USE OF ESS WILL FIND, LOCATE OR DISCOVER ALL SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND WILL NOT HOLD CIS RESPONSIBLE THEREFOR. ENTITY AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT CIS HAS PROVIDED SUCH GUARANTEE OR WARRANTY.

#### X. Confidentiality Obligation

CIS acknowledges that information regarding the infrastructure and security of Customer's information systems, assessments and plans that relate specifically and uniquely to the vulnerability of Customer information systems, Personal Data (as defined herein below), specific vulnerabilities identified as part of the Endpoint Security Services or information otherwise marked as confidential by Customer ("Confidential Information") may be provided by Customer to CIS in connection with the services provided under the Order. The Customer acknowledges that it may receive from CIS trade secrets and confidential and proprietary information ("Confidential Information"). Both Parties agree to hold each other's Confidential Information in confidence to the same extent and the same manner as each party protects its own confidential information, but in no event will less than reasonable care be provided and a party's information will not be released in any identifiable form without the express written permission of such party or as required pursuant to lawfully authorized subpoena or similar compulsive directive or is required to be disclosed by law, provided that the Customer shall be required to make reasonable efforts, consistent with applicable law, to limit the scope and nature of such required disclosure. CIS further agrees that any third party involved in providing Endpoint Security Services shall be required to protect Customer's Confidential Information to the same extent as required under these TCS. CIS shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees, agents and CIS's cyber security partners, including federal partners, provided that such partners have agreed to protect the Confidential Information to the same extent as required under these TCS. The Parties agree to use all reasonable steps to ensure that Confidential Information received under this Agreement is not disclosed in violation of this Section X. These confidentiality obligations shal

#### XI Notices

Notices shall be provided to those persons identified on the Order. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The Parties may, from time to time, specify any new or different contact information as their address for purpose of receiving notice under the Order by giving fifteen (15) days written notice to the other Party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration, resolving issues and problems and/or for dispute resolution.

#### **Standard Terms**

**Customer: Walla Walla County** 

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

The fees are listed in USD and do not include any taxes (including but not limited to VAT or withholding taxes) or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of the Balance Due Amount. If Customer is located in a country with applicable VAT/Withholding taxes, Customer is required to declare and make the VAT/Withholding payment. Once Customer makes the required VAT/Withholding payment, a copy of the receipt will be provided to CIS for our records.

Your acceptance of this Order shall constitute your intent to proceed with the purchase of the product or service listed above.

Signature	
Name	
Title	_
Date	_

All rights reserved. Copyright Center for Internet Security, Inc.





# **Endpoint Detection and Response (EDR)**

Endpoint Detection and Response (EDR) services are available for U.S. State, Local, Tribal, and Territorial (SLTT) government entities, offered in partnership with CrowdStrike. For protecting U.S. SLTT election systems and endpoints, this solution is federally funded and available at no cost. It is deployed on endpoint devices to identify, detect, respond to, and remediate security incidents and alerts. See page 2 for all capabilities.

## **Device-Level Cyber Defense**

EDR offers device-level protection and response to strengthen an organization's cybersecurity program. It includes various ways to protect endpoints, and provides active defense against cybersecurity threats, blocking both known (signature-based) and unknown (behavioral-based) malicious activity, as well as effective defense against encrypted malicious traffic.

The solution doesn't just block malicious activity; it can stop an attack in its tracks by taking an active role in mitigating and remediating malware, and killing or quarantining files. It's also capable of tracking actions that resulted in system compromise, enabling entities to learn how to help prevent future incidents.

#### Protection 24×7×365

Organizations using EDR have a full-time cybersecurity defense partner in the CIS Security Operations Center (SOC). Our SOC provides 24x7x365 monitoring and management, including analyzing malicious activity and escalating actionable threats. The SOC provides consolidated, actionable insights from expert analysts with industry-leading response times.

Additionally, any organization protected by this service can request the assistance of our Cyber Incident Response Team (CIRT) if they experience a cyber incident. Our CIRT analysts can reach directly into an affected system and conduct digital forensics remotely, acquiring evidence and performing analysis to determine the root cause, the scope of the incident, attack methodologies, and more.

## **Expand Your Multi-Tiered Defense Strategy**

Adding EDR to an organization's defense-in-depth portfolio helps ensure a layered approach to cybersecurity while significantly increasing the time and complexity required for bad actors to compromise its network. EDR capabilities are integrated into our existing defense-in-depth cybersecurity offerings for U.S. election entities, and complement other security measures, including the CIS Critical Security Controls, Albert Network Monitoring and Management, Managed Security Services (MSS), and Malicious Domain Blocking and Reporting (MDBR).

#### Scalable to Meet Your Needs

EDR can be configured to meet the unique cybersecurity needs of the smallest to the largest election organization. The chart on page 2 outlines the endpoint protection offering available from the industry-leading vendor of this service, CrowdStrike.

## Why Use EDR?

- Federally funded and available at no cost to protect election computers and systems
- Easy to deploy, low impact software solution for devices like servers and workstations
- Endpoint protection both on and off network
- Signature-based detections to identify known threats
- Rules-based logic to discover and learn about unknown threats
- Fully managed and monitored by our SOC
- Remote digital forensics support by our CIRT
- Compatible with on-premise, cloud, and remote systems
- Assists with implementation of CIS Critical Security Controls:

Control 01: Asset Inventory

Control 02: Software Inventory

Control 04: Secure Configuration of Enterprise Assets and Software

Control 05: Account Management

Control 06: Access Control Management

Control 07: Continuous Vulnerability Management

Control 10: Malware Defense

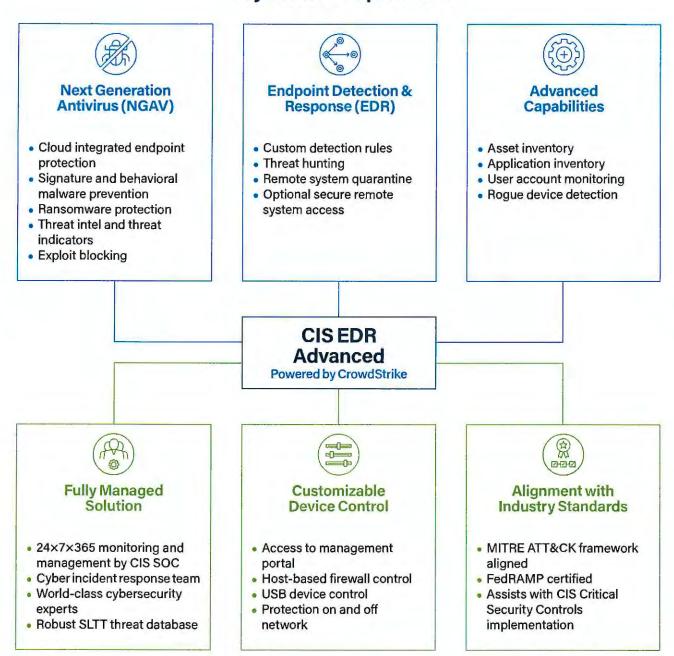
Control 13: Network Monitoring and Defense

Control 17: Incident Response Management

#### Contact Us

elections@cisecurity.org www.cisecurity.org 518.880.0699

# **Key Service Capabilities**



#### **Learn More**

U.S. election entities can learn more or request more information about Endpoint Detection and Response (EDR) services by contacting us at elections@cisecurity.org or 518-880-0699.

This solution is available at no cost to protect all U.S. SLTT election systems and endpoints through funding provided by the Cybersecurity and Infrastructure Security Agency (CISA). For U.S. SLTT government organizations interested in acquiring EDR protection for systems not covered by funding from CISA, additional coverage can be purchased through CIS Endpoint Security Services from CIS Services. Please contact services@cisecurity.org or 518-880-0699 for more information.

## **COUNTY COMMISSIONERS (Continued)**

- c) Action Agenda Items (Continued):
  - 4) Proposal 2022 04-25 TSD-2 Approval to move phone services from Lumen PRI to Lumen SIP
  - 5) Proposal 2022 04-25 DCH Approval of hiring full-time temporary employee and offering benefits (Medical/Dental/Vision) requested and paid for by associated grant
  - 6) Resolution Approving an Intergovernmental Agreement for Medical Examiner Services between Spokane County and Walla Walla County
- d) Miscellaneous business to come before the Board
- e) Review reports and correspondence; hear committee and meeting reports
- f) Review of constituent concerns/possible updates re: past concerns



Date: April 25<sup>th</sup>, 2022 Proposal ID. 2022 04-25 TSD-2

To: Walla Walla Board of County Commissioners

From: Chad Goodhue, Technology Services Director

Intent - Decision

Topic – Approval to move phone services from Lumen PRI to Lumen SIP

#### **Summary**

Historically Walla Walla County has used Lumen PRI (physical telephone lines). We have had two PRI circuits that have provided a total of 40 inbound and outbound lines. The cost to maintain these lines has increased by 50% in 2021, thru 2022 and will likely never come back down.

The County has the opportunity, now that our contract for these PRI's is expiring, to move away from them and to an internet-based SIP service (Internet based phone lines). This will save the County approximately \$425 per month, provide a secondary connection for the phone lines and give the County more inbound and outbound phone lines.

#### Cost

PRI: \$1072.32 - SIP: \$646.85

#### **Funding**

Technology Services Fund

#### **Alternatives Considered**

The only alternative would be to continue using the PRI lines and renew the contract with Lumen.

#### **Acquisition Method**

**Security** 

N/A

Access

N/A

This will reduce our costs, enhance our service and provide additional service.				
***Authority to Execute Related Agreements Soug	<u>nt</u>			
Conclusion/Recommendation				
Approvalfrom the BOCC to move forward with switch	hing from Lumen PRI lines to Lumen SIP lines			
Submitted By	Disposition			
Chad Goodhus	Approved			
Chad Goodhue Technology Services 04/25/2022	Approved with modifications			
	Needs follow up information			
	Denied			
	***Authority to Execute Related Agreements			
	Approved			
	Denied			
	BOCC Chairman Dat	te		
Additional Requirements to Proposal				
Modification				
Follow Up				

<u>Benefits</u>



Customer Name: WALLA WALLA COUNTY - WA

Order #: Q-01233747 Order Generation Date: 4/6/2022 3:33:53 PM

Cutoff/Expiration Date: 5/21/2022 Currency: USD

Customer Information	Account Information	Prepared By
Name: WALLA WALLA COUNTY - WA Primary Contact: Board of County Commissioners Primary Contact Phone: 509-524-2505 Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 607763 Biffing Account: Biffing Address: 315 W Main St walla walla, WA 99362 Contract ID#: New (Internal Use Only)	Name: Tom Stice Phone: (509) 624-1909 Emall: tom.stice@inlandnwtelecom.com Sales Rep: TOM STICE_TDN8

#### <u>Order</u>

Pricing Table	Pr	rici	ina	Tab	le
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1							1
	315 W MAIN ST WALLA WALLA WA 99362		Seat Band: 151+ Seats Total Session Band: 1-100 Sessions	36 Months	\$0.00	\$0.00	
590		Standard Seat		36 Months	\$106.20	\$0.00	
25		Enhanced E911 Service (per TN)		36 Months	\$2.50	\$0.00	_
27		Premium Enterprise Session		36 Months	\$459.00	\$0.00	
5		Premium Seat		36 Months	\$11.25	\$0.00	
_	25 27	25 27	25 Enhanced E911 Service (per TN)  Premium Enterprise Session	590 Standard Seat  25 Enhanced E911 Service (per TN)  Premium Enterprise Session	590         Standard Seat         36 Months           25         Enhanced E911 Service (per TN)         36 Months           27         Premium Enterprise Session         36 Months           5         Premium Seat         36	590         Standard Seat         36 Months         \$106.20           25         Enhanced E911 Service (per TN)         36 Months         \$2.50           27         Premium Enterprise Session         36 Months         \$459.00           5         Premium Seat         36         \$11.25	590         Standard Seat         36 Months         \$106.20         \$0.00           25         Enhanced E911 Service (per TN)         36 Months         \$2.50         \$0.00           27         Premium Enterprise Session         36 Months         \$459.00         \$0.00           5         Premium Seat         36         \$11.25         \$0.00

Service Sub Total: \$578.95 \$0.00

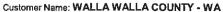
CenturyLink IQ SIP Trunk terms and conditions are located in the CenturyLink IQ SIP Trunk Service Exhibit.

- 1. CenturyLink IQ SIP Trunk Pricing. Lumen will charge Customer and Customer will pay the rates set forth in this Order and in the SIP Trunk Rate Sheet located at http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf. In the event of a conflict, the following order of precedence will apply in descending order of control: this Order, the SIP Trunk Rate Sheet, and any other pricing documents.
- 1.1 Seat Pricing. Seat pricing tables are found in the Rate Sheet for SIP Trunk Service. Customer will review the seat range pricing in the SIP Trunk Rate Sheet before making modifications in the VolP portal.
- 1.2 CTAC Customer Support. Pricing for CTAC customer support is located in the Rate Sheet for SIP Trunk Service. Charges are not prorated. Service is subject to availability.
- 1.3 Additional Charges. Please see the Rate Sheet for SIP Trunk Service for additional charges, which includes the terms and pricing for the LD/TF Offer, Upgrade/MACD, session types and other charges. Any reference to "Basic White Page Listing" in the table above is also known as "Basic business white page listing" in the SIP Trunk Rate Sheet.
- 1.4 MACD. In the event customer chooses to move, add, change or delete an IQ SIP Trunk or a portion of such Service, Customer must access the VoIP portal at https://centurylink.com/voip to place orders. Modifications made by Customer in the VoIP portal may impact pricing for Services ordered under this Order.
- 1.5 911. Service is subject to the 911 Emergency Service Acknowledgment below.

911 EMERGENCY	'SERVICE	ACKNOWLEDGMENTS:
Customer Initials:		

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF

<sup>&</sup>quot;Terms and Conditions for CenturyLink IQ SIP Trunk Service"



Order #: Q-01233747 Order Generation Date: 4/6/2022 3:33:53 PM

Cutoff/Expiration Date: 5/21/2022 Currency: USD

LUMEN®

LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf.

Service(s) Total for Services priced in this Order			
	·	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
	Total	\$ 578.95	\$ 0.00



Customer Name: WALLA WALLA COUNTY - WA

Order #: Q-01233747 Order Generation Date: 4/6/2022 3:33:53 PM Cutoff/Expiration Date: 5/21/2022

Currency: USD

#### **SLED Terms and Conditions Governing This Order**

- 1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.
- 2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
- 3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.
- 4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

- 5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
- 6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.
- 7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <a href="https://www.lumen.com/taxes">www.lumen.com/taxes</a> or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).
- 8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <a href="https://www.lumen.com/login">https://www.lumen.com/login</a>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at <a href="www.lumen.com/ancillary-fees">www.lumen.com/ancillary-fees</a>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.
- 9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

#### Customer Name: WALLA WALLA COUNTY - WA

Name: WALLA WALLA COUNTY - WA Order #: Q-01233747

Order Generation Date: 4/6/2022 3:33:53 PM Cutoff/Expiration Date: 5/21/2022

Currency: USD



- 10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.
- 11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.
- 12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Customer: WALLA WALLA COUNTY - WA
Authorized Otto Aug
Authorized Signature
Name Typed or Printed
Name Typed of Finited
Title
Tito
Date



Date: April 19, 2022 Proposal ID: 2022 04-25 DCH

To: BOCC

From: Nancy Wenzel, Administrative Director

Intent: Hire Temporary Position with Medical/Vision/Dental

Topic: Temporary Program Assistant – SNAP-Ed

## **Summary**

The Department of Community Health (DCH) has been recruiting for a Temporary Program Assistant since we promoted our last temporary assistant to a full-time permanent position several months ago. This temporary position will be filled from date of hire through six months and possible through 12/31/2022. Our SNAP program currently teaches direct nutritional education in rural schools; support policy, systems, and environmental work with our food pantries; support for Kids Club at the Farmers Market; potentially support a senior walking club; support PSE work with childcare providers; and direct nutritional education at housing sites. DCH has recently been notified we will be awarded additional funding (May 1, 2022 - Sept 30,2022) to complete more detailed system work. We have a highly capable candidate who also has case management experience working with homeless populations. This candidate is requesting medical, vision and dental insurance as part of the hiring package. This grant allows benefits as an allowable reimbursement and has benefits budgeted in a line litem expense even as a temporary position. I have talked with Shelly in Human Resources about this request, and recognizing a changing environment, she is willing to work with us if approved by the Board of County Commissioners.

DCH would like to request the below approvals:

- Hire candidate as temporary employee not to exceed employment through 12/31/2022 without additional BOCC approval and allow medical, dental, vision insurance following the county contribution policy.
- 2) With the extra funding, approval to hire an additional Temporary Program Assistant (May-September 2022) to accomplish detailed deliverables. For equity and transparency, we would offer this position without benefits but would like approval to work with HR to ensure equity if additional candidate should ask for benefits.

## Cost

Department of Health grant funding. No cost to county local funds.

## **Funding**

Department of Health grant funding. No cost to county local funds.

## **Alternatives Considered**

Continue searching for a candidate to hire. Releasing funds back to Department of Health to allocate to other counties.

## **Acquisition Method**

N/A

## Security

N/A

## <u>Access</u>

N/A

#### Risk

This does require county leadership to deviate from standard policy during a unique time in employment history.

#### **Benefits**

This proposal would benefit those vulnerable to food insecurity by continuing policy and educational work on our county. The proposal benefits the county by possibly having an employee that can move into a permanent position in the future. The proposal benefits the potential employee by allowing them access to medical benefits that align with foundational public health for access and linkage to clinical care.

#### Conclusion/Recommendation

Recommend the BOCC approve option 1 as listed above. Recommend BOCC approve option 2 with understanding CHD will work with Shelly and inform BOCC Clerk with our final decision regarding hiring a second Temporary Program Assistant.

Submitte	d By		Disposition
Nancy W	enzel, DCH		Approved
Name	Department	Date	Approved with modifications
			Needs follow up information
Name	Department	Date	Denied
			BOCC Chairman Date
	Requirements to P	roposal	
Follow	v Up		

# BOARD OF COUNTY COMMISSIONERS WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MEDICAL EXAMINER SERVICES BETWEEN SPOKANE COUNTY AND WALLA WALLA COUNTY

RESOLUTION NO. 22

WHEREAS, Walla Walla County has proposed an intergovernmental agreement with Spokane County for Medical Examiner services; and

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

WHEREAS, the County Prosecuting Attorney and Risk Manager have reviewed said agreement; now therefore

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

Passed this <u>25<sup>th</sup></u> day of <u>April, 2022</u> other means, and by the following vote:	by Board members as follows:Present or Participating via AyeNay Abstained Absent.
Attest:	
Diane L. Harris, Clerk of the Board	Todd L. Kimball, Chairman, District 2
	Jennifer R. Mayberry, Commissioner, District 1
	Gregory A. Tompkins, Commissioner, District 3
	Constituting the Board of County Commissioners

of Walla Walla County, Washington

## AGREEMENT FOR MEDICAL EXAMINER SERVICES

THIS AGREEMENT is entered into between Spokane County, a political subdivision of the State of Washington ("SPOKANE COUNTY") and Richard Greenwood, Walla Walla County Coroner ("CORONER") (each individually "PARTY" and collectively "PARTIES").

#### WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of county property and the management of county funds and business; and

WHEREAS, pursuant to the provisions of RCW 36.24.190, the Spokane County Medical Examiner performs the statutory duties of coroner in Spokane County; and

WHEREAS, Richard Greenwood is the elected Coroner for Walla Walla County; and

WHEREAS, pursuant to the provisions of Chapter 36.39 RCW, any two or more public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the PARTIES desire to enter into an agreement for the provision of medical examiner services.

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

#### **SECTION NO. 1: SCOPE OF SERVICES**

SPOKANE COUNTY, through the Spokane County Medical Examiner's Office, shall provide to the CORONER services as described in Attachment A, attached hereto and incorporated herein by reference.

SPOKANE COUNTY shall not provide any medical examiner services for CORONER for Page 1 of 8 mass fatality events.

SPOKANE COUNTY may decline a request for services from CORONER for any lawful reason, including but not limited to SPOKANE COUNTY'S personnel or facility capacity, as determined by SPOKANE COUNTY in its sole discretion.

CORONER shall comply with the obligations, policies, and procedures set forth in Attachment A.

## **SECTION NO. 2: DURATION**

This Agreement shall commence on the last signature date on the signature page and shall continue until December 31, 2023 unless terminated earlier as provided hereinafter.

## **SECTION NO. 3: PAYMENT**

CORONER shall pay SPOKANE COUNTY the fees for services provided as set out in Attachment B and Attachment C, attached hereto and incorporated herein by reference.

SPOKANE COUNTY shall bill CORONER monthly for services provided. CORONER shall pay SPOKANE COUNTY within 14 days of receipt of the invoice for services provided.

## **SECTION NO. 4: TERMINATION**

Either PARTY may terminate this Agreement for any reason upon thirty (30) calendar days written notification to the other PARTY. CORONER shall pay for all services provided to the date of termination.

#### **SECTION NO. 5: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship be created by this Agreement. No agent, employee, servant, or representative of any party shall be deemed to be an employee, agent, servant, or representative of the other party for any purpose. SPOKANE

COUNTY has the authority and discretion to control and direct the performance and details of its services provided pursuant to this Agreement.

#### **SECTION NO. 6: WAIVER**

No officer, employee, agent or otherwise of the SPOKANE COUNTY has the power, right or authority to waive any of the conditions or provisions to this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the SPOKANE COUNTY to enforce at any time any of the provisions of this Agreement or to require at any time performance by CORONER of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the SPOKANE COUNTY to hereafter enforce each and every such provision.

#### **SECTION NO. 7: VENUE STIPULATION**

This Agreement has and shall be construed as having been made and delivered in the state of Washington and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in a court of competent jurisdiction within Spokane County, Washington.

#### **SECTION NO. 8: COMPLIANCE WITH LAWS**

SPOKANE COUNTY and CORONER specifically agree to observe all federal, state and local laws, ordinances and regulations that have any bearing upon this Agreement.

#### **SECTION NO. 9:** MODIFICATION

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this present Agreement.

## **SECTION NO. 10: NOTICES**

All notices shall be in writing and served on any of the PARTIES at their respective addresses set forth below by personal service; by certified mail, return-receipt requested; or by email with receipt confirmed.

## **SECTION NO. 11: PARTIES' REPRESENTATIVES**

Veena Singh, MD, MPH Spokane County Medical Examiner 102 S. Spokane Street Spokane, WA 99202 vsingh@spokanecounty.org

Richard Greenwood Walla Walla County Coroner 310 W. Poplar Street, Ste. 2 Walla Walla, WA 99362 rgreenwood@co.walla-walla.wa.us

## **SECTION NO. 12:** EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

#### **SECTION NO. 14:** THIRD PARTY BENEFICIARIES.

This Agreement is intended for the benefit of SPOKANE COUNTY and CORONER and not for the benefit of any third parties.

## **SECTION NO. 15:** NON-DISCRIMINATION

Neither PARTY shall discriminate against any person, living or dead, based on race; religion; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

## **SECTION NO. 16:** INDEMNIFICATION

SPOKANE COUNTY shall indemnify, defend and hold harmless the CORONER, its officers and employees from all claims, demands, or suits in law or equity arising from SPOKANE COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. SPOKANE COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CORONER, its officers and employees.

The CORONER shall indemnify, defend and hold harmless SPOKANE COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CORONER's intentional or negligent acts or breach of its obligations under the Agreement. The CORONER's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the SPOKANE COUNTY, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the PARTIES in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion. Where an officer or employee of a party is acting under the direction and control of the other party, the party directing and controlling the officer or employee in the activity and/or

omission giving rise to liability shall accept all liability for the other party's officer or employee's negligence.

Each party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each party waives, with respect to the other party only, its immunity under RCW Title 51, Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CORONER and/or SPOKANE COUNTY employees acting within the scope of this Agreement.

## SECTION NO. 17: ALL WRITINGS CONTAINED HEREIN

This Agreement, including the attachments hereto, contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto. CORONER has read and understands all of this Agreement and now states that no representation, promise or agreement not expressed in this Agreement has been made to induce CORONER to execute the same.

#### **SECTION NO. 18: SEVERABILITY**

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

#### **SECTION NO. 19: NON-EXCLUSIVITY**

This Agreement is non-exclusive. During the term of this Agreement, SPOKANE COUNTY reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way SPOKANE COUNTY'S right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as SPOKANE COUNTY may in its sole discretion deem appropriate.

## SECTION NO. 20: SUCCESSORS AND ASSIGNS

SPOKANE COUNTY and CORONER each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither PARTY shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

## **SECTION NO. 21: HEADINGS**

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

#### **SECTION NO. 23:** TIME IS OF THE ESSENCE

Time is of the essence with respect to each and every provision of this Agreement.

IN WITNESS WHEREOF, the PAR' the dates below.	ΓΙΕS have caused this Agreement to be executed or	1
Richard Greenwood Walla Walla County Coroner	Date	
Veena Singh, MD, MPH Spokane County Medical Examiner	Date	
Todd L. Kimball Chair, Board of County Commissioners of Walla Walla County	Date	

# ATTACHMENT A

# SPOKANE COUNTY MEDICAL EXAMINER'S OFFICE Statement of Policy, Procedure and Practice

Policy Title: PROCEDURES IN OUTSIDE COUNTY CASES

# Policy:

The Spokane County Medical Examiner's Office serves as a regional center for much of Eastern Washington and the Panhandle of Idaho. Frequently coroners and prosecutor/coroners in these jurisdictions arrange for autopsies. The Spokane County Medical Examiner's Office has no jurisdictional authority in any of these outside counties. However, the same high standards in performance of a forensic autopsy will be followed in outside county cases, as is expected in cases that come under the legal jurisdiction of the Spokane County Medical Examiner's Office.

# **Procedures and Practices:**

#### INVESTIGATIONS, REQUEST FOR AUTOPSIES:

Investigations come under the authority of the county wherein the death occurred, and are not the responsibility of the Spokane County Medical Examiner's Office. When outside counties request autopsy examination, the Autopsy Authorization Worksheet must be fully completed in MDILog, including information about whether law enforcement or coroner's office personnel wishes to attend the examination and when the body will arrive at the Spokane County Medical Examiner Facility (entered in the "Special Instructions" or "Case Information" text box). Coordination for body transfer must be made prior to transport of the body to Spokane County. Medical Examiner staff are available after hours, weekends and holidays by phone for this coordination. The sooner the Spokane Medical Examiner's Office is notified, and body transportation arranged, the more efficiently the Spokane County Staff can meet the needs of referral counties. There may be times when staffing or workload precludes same-day or next-day examination; in these instances, this will be communicated to the requesting agency and arrangements will be made accordingly.

To facilitate body transfer, Funeral Home or transport service information must be entered on the Case Administration page of MDILog.

The Spokane County Medical Examiner's Office must be notified at the time of receipt of request for autopsy if law enforcement will attend the postmortem examination, with appropriate contact information also provided.

Referral county coroners and prosecutor/coroners are required to enter some decedent demographic information as well as a narrative in Spokane County Medical Examiner's computer database via the internet (MDILog system). This system allows referral

Procedures in Outside County Cases Page 2

counties to track data relating to their own autopsies but is designed so that the coroners and prosecutor/coroners cannot access data for any other county, including Spokane county. MDILog assigns a unique individual case number for each new case entered. MDILog is used to generate forms and labels used for each autopsy. The case number is used for filing and archiving of case materials. The narrative entry in MDILog must include scene findings, the sequence of events preceding death, a list of the decedent's medical conditions if known, and other information as is appropriate to good documentation of a detailed scene investigation. An incomplete narrative description of the scene and circumstances of death hinders the autopsy examination. The Medical Examiner administrative staff is available to provide assistance if referral county coroners and prosecutor/coroners are unable to gain access to MDILog.

The autopsy cannot be performed until investigative and logistical information has been provided. While investigations are the responsibility of the local agencies, the Spokane County Medical Death Investigators can assist in providing follow-up research required as a part of autopsy, such as retrieval of necessary medical records. Surrounding coroners and coroner/prosecutors are reminded again that an autopsy performed in a "vacuum" without investigation information is not nearly as valuable as one performed with complete scene investigation information.

## THE MEDICAL EXAMINER FACILITY / ENTRANCES

In past decades Medical Examiner autopsies were performed at Providence Holy Family Hospital. In June of 2020 the Spokane County Office of the Medical Examiner moved onto a newly constructed free-standing facility at 102 S. Spokane Street in the City of Spokane. All Medical Examiner autopsies are performed at this facility (the Medical Examiner no longer does any pathologist examinations at the hospital).

The building and perimeter may be accessed by one of three separate secured entrances.

The general-public walk-in entrance is located on the east side of the building, facing Spokane Street (102 S. Spokane Street).

A law enforcement personnel walk-in entrance is located on the north side of the Building facing E. 1st Avenue. Dedicated police vehicle parking is located on E. 1st Avenue next to the Medical Examiner building, near Spokane Street.

Body transport vehicles are to enter through the facility's vehicle gate from <u>S. Cowley Street</u> (south of 1<sup>st</sup> Avenue) at the west end of the property and proceed to the south-side garage-door entrance of the Sally Port (attached to the west side of the building). The vehicles will exit through the north-side garage door of the Sally Port onto 1<sup>st</sup> Avenue.

Each of these three entrances is equipped with an audio/video intercom and call button, to be used to contact Medical Examiner staff and gain entrance to the facility.

#### TRANSPORT OF BODY TO AND RECEIPT IN THE MEDICAL EXAMINER'S FACILITY

Body bags are provided to all outside counties, along with evidence-seal tags, which are sequentially numbered. The bodies are to be packaged in the body bags, after an identification band is secured around an ankle or arm, ensuring all body parts are in one bag.

The identification band is to be marked with the <u>decedent's name and MDILog-generated case number</u>. Other identifying case information may be added as deemed appropriate by the outside agencies.

The bags are to be sealed with the numbered evidence-seal tags.

The <u>decedent's name</u>, <u>evidence-seal tag number</u>, and <u>MDILog-generated case number</u> are to be written on the outside of the body bag.

For cases where the decedent is initially unidentified, coroners are advised not to use identifiers such as John or Jane Doe. It is recommended that unidentified decedents be given a descriptive designation indicating gender if known, the date of death or discovery of the body, and location of where the body was found.

# Suggested:

Numerical date designation excluding year (the case number has the year)

Abbreviated location name or description

Example: UDM 09/30 Spokane River

Outside agencies may occasionally use other types of body bags, or other packaging techniques. These are also acceptable as long as the decedent is clearly identified via band or other means, and as long as the integrity of personal property is assured. The bodies received at the Spokane County Medical Examiner Facility cannot be examined if they are received without an identification band on the body itself (not just written on the body bag) or label. The only exception is if law enforcement or the coroner is present at autopsy and is willing to identify the body.

Medical Examiner Staff will routinely be available to receive a body transported from a referral county to the Medical Examiner's facility, <u>8 AM to 4 PM weekdays</u> (Monday through Friday, except holidays).

Procedures in Outside County Cases
Page 4

The receiving of a body transported from a referral county to the Medical Examiners' facility at times outside of the usual weekday hours may be scheduled by calling the office (509) 477-2296. If the call is made after usual office hours, the call will automatically be forwarded to the cell phone of the on-duty medical investigator who will make an effort to arrange and coordinate a scheduled body delivery to/receipt at the Medical Examiner's facility.

#### RELEASE OF BODIES FROM THE MEDICAL EXAMINER'S FACILITY:

It is the responsibility of the outside county to provide the Spokane County Medical Examiner's Office with the name of the funeral home or body transport service to notify after completion of autopsy. When bodies are released, this is documented as in any Spokane jurisdiction death (described in separate policy).

Bodies ready for release will be made available for pick-up by the funeral home or body transport service <u>between Noon and 4 PM weekdays</u> (Monday through Friday, except holidays).

#### PERSONAL PROPERTY:

Once a body is received at the Spokane County Medical Examiner Facility, personal property becomes the temporary responsibility of the Spokane County Medical Examiner's Office. Clothing will be inventoried and placed in a labeled plastic bag with the decedent on the body cart at the conclusion of autopsy, for release to the funeral home (or submitted in evidence at the request of the police agency having jurisdiction). Other personal property (estimated to have monetary value) will be inventoried at the time of autopsy, and described in detail on the Personal Property Inventory Form.

If a law enforcement agency attends the autopsy and desires the personal property as evidence, it will be released to them with written chain-of-custody record. If this is not the case, the personal property will be securely stored at the Spokane County Medical Examiner Facility; or, in the case of an out-of-town funeral home or transport service, released along with the body directly to the funeral home representative or transport agent performing body transport for the referral county Coroner, with appropriate signatures.

Alternatively, if requested, personal property may be mailed at outside county expense to the coroner or prosecutor/coroner having jurisdiction. Arrangements may also be made to have personal property picked up in person by next-of-kin or mailed directly to next-of-kin if requested (this is also done at the expense of the referral county).

#### **BODY STORAGE:**

The Medical Examiner's Office is not a long-term body storage facility. Referral county decedents will be held at the facility, if there are portions of autopsy examinations which are not complete. An example of this would be if dental identification has not yet been

## Page 5

performed. Another example would be if anthropologic work-up is needed the body will be held until completion of this anthropology examination. Otherwise, because storage facilities are limited, efforts should be made to remove bodies in a timely fashion. It is the obligation of the outside agencies to contact the Medical Examiner's Office if release cannot occur within a few days after autopsy. The Spokane County Medical Examiner's Office will charge outside counties for any long-term body storage, except when held intentionally for further examination.

## **NEXT-OF-KIN:**

In deaths occurring outside Spokane County, the Spokane Medical Examiner's Office assumes no responsibility for locating or identifying next-of-kin, or for making notification of death to next-of-kin.

Communication with next-of-kin: The coroner or prosecutor coroner is responsible for all general communication with family members. Important information about autopsy examination findings will be communicated to the coroner, but it is the coroner's judgement to provide any information to the family.

#### **AUTOPSY REPORT/CONFIDENTIALITY:**

The autopsy reports generated after examination of decedents from outside counties are confidential. Since the Spokane County Medical Examiner's Office has no jurisdiction, the office will not release any autopsy reports or information relating to examination to the general public, or to next-of-kin of the decedent.

When the Medical Examiner's Office receives requests for information about outside county cases, these requests will be referred to the coroner or coroner/prosecutor having jurisdiction. Only with the permission and at the request of the local coroner or coroner/prosecutor, the Medical Examiner's Office in Spokane County may fully cooperate and speak with families who desire information related to autopsy examination. However, Medical Examiner staff reserves the option to decline to speak.

Preliminaryautopsy findings will be entered into MDILog. Completed autopsy reports and toxicology reports are uploaded into MDILog.

#### MANNER OF DEATH:

An autopsy report prepared after completion of an autopsy for outside counties will include an opinion of cause of death. However, since the investigation is the primary responsibility of the outside coroner or county, the manner of death determination is made by the local coroner or coroner/prosecutor.

#### PAYMENT FOR OUTSIDE AUTOPSY EXAMINATION:

Procedures in Outside County Cases Page 6

Any changes in fees charged to outside counties will be communicated to the counties in a timely fashion. These are set by Spokane County in conjunction with the Spokane County Medical Examiner Advisory Board and with the approval of the Spokane County Board of County Commissioners. This Advisory Board is made up of representatives from the Spokane County Board of County Commissioners, Prosecutors, Public Defenders, and the Spokane County Law Enforcement Community.

The outside county will be financially responsible for any additional testing or examination deemed necessary for the completion of the autopsy by the Forensic Pathologist (i.e. histology, clinical chemistry, neuropathology).

## IDENTIFICATION:

When remains are transported to the Spokane County Medical Examiner's Office as "unidentified remains" the Forensic Pathologist will assist coroners in identification. Identification of all decedents is, however, the responsibility of the local coroner or coroner/prosecutor. The coroner must determine when there is a need for scientific verification of identification; otherwise, it will be assumed by the Forensic Pathologist that the identification tag on the body bears the correct name. When scientific methods are used for identification, it will be the coroner's decision whether identification has been adequately confirmed.

#### SPECIMEN RETENTION

The Spokane County Medical Examiner's staff will use the same high standards in performing autopsies for surrounding counties as required in Spokane County case work. Referral county autopsy cases are reviewed as part of the quality assurance procedures. That is, the procedures outlined under separate policies concerning performance of the autopsy and collection of forensic specimens applies equally to the referral county autopsies.

All surrounding counties who refer autopsies to the Spokane County Medical Examiner's Office agree to abide by the Spokane County Medical Examiner's specimen retention policy. This policy provides for scheduled discarding of specimens collected during performance of autopsy. The Spokane County Medical Examiner's Office will not hold specimens longer than described in the retention policy for any agency, coroner, or consultant. If a coroner or coroner/prosecutor has need of placing any specimen on any type of "hold" status, the Spokane County Medical Examiner's Office should be contacted immediately. Although Spokane County will not hold the specimens, it will arrange for transfer of autopsy specimens, samples, or evidence to the surrounding county using appropriate chain-of-evidence procedures. Any costs generated by the transfer of these specimens must be paid by the referral county.

#### ORGAN DONATION

# Procedures in Outside County Cases ATTACHMENT A Page 7

The Spokane County Medical Examiner's Office has no jurisdiction over deaths in surrounding counties. Because of this, it is not within the authority of Spokane County to provide coroner/medical examiner release for any tissue, cornea, or solid organ donation procedure. If a surrounding coroner or prosecutor/coroner has released organs or tissues for donation, the Spokane County Medical Examiner's Office should be notified prior to autopsy. Recovery may be performed in the referral county, before the body is transported to Spokane, so that the coroner, prosecutor/coroner can fully coordinate all activities. If come donation or other donation procedure is performed at the Spokane County Medical Examiner Facility via the consent of a surrounding coroner or prosecutor, that county will be liable for any Spokane County costs related to the procedure. The coroner or prosecutor coroner is responsible, not only for releasing organs/tissues but also for providing information to organ/tissue procurement agencies, such as investigative information, demographic information, and next of kin information as allowed by law.

The Spokane County Medical Examiner's Office facility has a tissue recovery room designed and intended to be used for postmortem tissue harvesting procedures. Any organ or tissue procurement agency wanting to conduct postmortem tissue harvesting for donation in the Medical Examiner's facility, utilizing the tissue recovery room, must establish a formal written facility-use agreement with Spokane County and pay a facilityuse fee to the County.

## NO PARTIAL AUTOPSIES

The Spokane County Medical Examiner's Office will not perform external examinations (only) or incomplete or partial autopsies such as "head only" examinations for any surrounding coroner or medical examiner county under any circumstances.

#### LAW ENFORCEMENT PERSONNEL ATTENDING/OBSERVING AUTOPSIES

Members of law enforcement may observe an autopsy for cases of death occurring in their jurisdiction. Referral county Coroners should be in close communication with their local law enforcement regarding the scheduling of an autopsy, and if law enforcement indicates a desire to attend/observe the autopsy, that fact should be recorded on the autopsy request form sent by the Coroner to the Spokane County Medical Examiner's Office. The name of the officer or detective and contact information should be included on the autopsy request form.

It is imperative that the member of law attending/observing the autopsy have direct knowledge of the case or to have been fully briefed about the case prior to attending the autopsy. If a member of law enforcement wishes to observe an autopsy as a part of their training to be a detective, they should be accompanied by an experienced fellow officer or detective who has knowledge of the case to be observed.

Members of law enforcement will be allowed to observe an autopsy from one of two observation rooms in the Medical Examiner's facility which have a glass window into an Procedures in Outside County Cases
Page 8

autopsy room through which the autopsy can be observed, protected from biohazard exposure. Both observation rooms are equipped with an intercom system, connected with the autopsy room being observed. Witnesses "sign in" upon arrival to the facility...

In general, when a case warrants collection of items of evidence, Medical Examiner staff will collect the evidence from the body during the autopsy, and transfer the collected items to law enforcement after the autopsy, with written chain-of-custody record made. In rare instances, when a particular autopsy case presents an unusual evidence collection situation, the member of law enforcement observing the autopsy may be allowed into the autopsy room to assist with evidence collection, after donning all appropriate personal protective equipment (PPE).

After the autopsy is completed, the pathologist who conducted the autopsy can be available to discuss the findings with law enforcement, either via the intercom, or inperson in the observation room.

For cases where items of evidence were collected at autopsy for transfer to law enforcement, the detective or officer attending the autopsy will be allowed to drive his or her vehicle into the Medical Examiner's Facility's Sally Port, where the collected items of evidence can be transferred from a member of the Medical Examiner staff in a secure area, and loaded into the vehicle protected from the weather.

## MASS FATALITY

The Spokane County Medical Examiner's Office has no authority or jurisdictional responsibility in any mass fatality incident except in Spokane County. For purposes of this policy, mass fatality is defined as greater than 5 deaths from a single scene or event.

## **ENACTMENT OF NEW POLICIES FOR SURROUNDING COUNTIES**

When any Spokane County policies regarding procedures in outside county cases are changed, a copy of the new policy will be sent to all referral counties in a timely fashion.

#### REFERENCES:

Spokane County Medical Examiner's Advisory Board Resolution

#### ATTACHMENT A

Procedures in Outside County Cases Page 9

Veena Singh, M.D.

Chief Medical Examiner

Jennifer Nara, D. O.

**Deputy Medical Examiner** 

Makinzie Mott, M.D.

Deputy Medical Examiner

Implemented: Nov 2008

Revised: April 2010, June 2012; Sept 2013; August 2015; March 2017; December 2017; August 2017; October 2020; January 2022, April 2022

Computer File Name: Procedures in outside county cases

4 CK 160 CHC

<sub>NO.</sub> 98 0633

#### BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF ESTABLISHING A SPOKANE )	
COUNTY MEDICAL EXAMINER ADVISORY COUNCIL)	RESOLUTION
AND OTHER MATTERS RELATED THERETO )	

WHEREAS, pursuant to the provisions of RCW Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provision of RCW 36.24.190, in a county with a population of 250,000 or more, the board of county commissioners may, upon a majority vote at an election called by the county legislative authority, adopt a system under which a medical examiner may be appointed to replace the office of the coroner; and

WHEREAS, pursuant to the above-cited statutory provisions, the Board of County Commissioners of Spokane County submitted to the electorate, on Tuesday, November 4, 1997, a ballot proposition concerning the establishment of the position of a Medical Examiner to replace the Office of the County Coroner, effective as of January 1, 1999; and

WHEREAS, the electorate, by a vote of 82.2% yes and 17.8% no, approved the Board of County Commissioners' Resolution establishing Medical Examiner System to replace the Office of the County Coroner, effective as of January 1, 1999; and

WHEREAS, pursuant to the provisions of RCW 36.24.190, the Board of County Commissioners desires to establish a Spokane County Medical Examiner Council to provide certain advice and recommendations to the County Medical Examiner and/or the Board of County Commissioners and/or Spokane County Office of Medical Examiner on matters related to the duties and responsibilities of the Medical Examiner and the Spokane County Office of Medical Examiner.

# 98 0633

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW Section 36.24.190, that the Board does hereby establish the Spokane County Medical Examiner Advisory Council, having certain responsibilities, all more particularly described in Attachment "A," attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 4th day of August, 1998.

O COMMONION OF THE COUNTY OF T

ATTEST: WILLIAM E. DONAHUE, Clerk of the Board

By: Duulla Crickson

DANIELA ERICKSON, Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF SPOKANE COUNTY, WASHINGTON

VY XW JAVAC

M. KATE Mc ASLIN, Vice-Chair

JOHN ROSKELLEY

(res/mdexcusl.jpe)

# 98 0633

# ATTACHMENT "A"

# Section No. 1: Creation/Composition

There is created a Spokane County Medical Examiner Advisory Council to consist of eleven (11) voting members to be known as the Spokane County Medical Advisory Examiner Council, hereinafter referred to as the "Council." The eleven-member Board shall have the following composition:

- (1) One representative from the Spokane Regional Health District,
- (2) One representative from the Spokane County Medical Society,
- (3) One representative from the Holy Family Hospital,
- (4) One representative from the Spokane City Police Department,
- (5) One representative from the Spokane County Sheriff's Office,
- (6) One representative from the Washington State Patrol,
- (7) One representative from the Spokane County Prosecuting Attorney's Office,
- (8) One representative from the Spokane County Public Defender's Office,
- (9) One representative from the Office of the Board of County Commissioners County,
- (10) One representative from the Spokane County Medical Examiner's Office to be its Administrator, and
- (11) The Spokane County Medical Examiner.

# Section No. 2: Appointment

The members of the Council shall be appointed by their respective bodies as set forth in Section No. 1.

## Section No. 3: Term

The terms of the members of the Council shall run in perpetuity as long as such individual retains the prerequisite for the position which they are filling or until their body designates a new representative.

#### Section No. 4: Vacancies

Vacancies occurring for any reason whatsoever shall be filled in the same manner in which the underlying members' position was filled.

#### Section No. 5: Removal

Any appointed member to the Council may be removed by that entity who designates the Council member for any reason whatsoever.

#### Section No. 6: Officers

The Council shall every year elect a chairperson and vice-chair person from among its membership. The chairperson shall preside over all meetings and in his/her absence the vice-chairperson shall preside. The Chair will update and/or present matters to the Board of County Commissioners.

#### Section No. 7: Meetings - Rules and Regulations

The Council shall minimally hold quarterly meetings each year. More frequent meeting may be called if necessary. The Council may adopt rules and regulations governing the transaction of business and shall also keep a public record of all actions. The Council will report/update the Board of County Commissioners at least two times a year or more frequently as may be necessary on items related to their powers and duties as enumerated hereinafter.

#### Section No. 8: Compensation - Expenses

Members of the Council shall serve without compensation an/or per diem of any kind or nature whatsoever, including compensation for travel to and from the usual places of business to the place of a regular or special meeting of the Council.

## Section No. 9: Powers and Duties of Council

The Council shall have the following duties/responsibilities:

- (1) To review and make recommendations to the Spokane County Medical Examiner's Office and/or Medical Examiner on their respective policies and procedures;
- (2) To report to the Board of County Commissioners on the performance of the Medical Examiner's Office and/or Medical Examiner, as may be requested;
- (3) To make recommendations to the Board of County Commissioners on the needs of the Medical Examiner's Office and/or Medical Examiner;
- (4) To review the preliminary yearly budget of the Medical Examiner's Office and make recommendations thereon;
- (5) To establish such subcommittees as it shall deem necessary to assist the Council in meeting its duties set forth in this Section.

#### ATTACHMENT A

- (6) To make recommendations to the Board of County Commissioners on visioning and planning as it concerns the Medical Examiner's Office, and
- (7) To report and make recommendations to the Board of County Commissioners, Medical Examiner's Office and/or Medical Examiner on any matter referred to it.

The Medical Examiner, Spokane County Medical Examiner's Office and/or Board of County Commissioners shall not be bound by any recommendation(s) of the Council.

(res/med.1)

## ATTACHMENT B

# FEE SCHEDULE FOR AUTOPSY & FORENSIC PATHOLOGY SERVICES

Service: SCMEO	Price
Basic autopsy: Includes Lodox imaging, coordination with investigations and administrative services, pathologist and autopsy assistant time, collection and submission of toxicology and histology specimens, basic photography, review of records, microscopic examination by pathologist, pathologist opinion on cause of death (and, where applicable, manner of death), final autopsy report	\$ 1800.00
Basic evidence collection/preparation: Includes standard evidence collection in homicides and suspicious deaths, including additional photos and directed x-rays as needed; collection of trace evidence, biological evidence, and evidentiary material from body (ligatures, bullets, etc); packaging the evidence for release to jurisdictional law enforcement agency	\$200.00
Complex autopsy: For cases requiring substantial additional time to document extensive injuries, retrieve bullets or other evidentiary items, or perform investigation and/or procedures necessary to identify an unidentified decedent	\$ 2200.00
SUID additional services: Includes additional testing and services provided for sudden unexplained infant deaths (<3 years old), such as standard metabolic screening tests, viral cultures, specialized procedures as indicated, additional histology and stains, directed x-rays, and extended review of medical and investigative records. Please Note: the SCMEO requires that the jurisdictional agency complete the SUID investigation form and forward the form to the SCMEO, preferably with doll re-enactment of scene	\$250.00
<b>Decedent Storage fees:</b> Storage fees are assessed after completion of case. If remains are retrieved within five (5) days the fees are waived	\$5.00 Per day
Additional radiology: For additional studies beyond those normally done during basic autopsy and/or basic evidence collection, including detailed imaging of injuries, repeated x-rays for localization of bullets, and dental imaging for identification. Charged per image. Does not include interpretation	\$75.00 per study
Cranial autopsy: For documentation of head injury or brain disease only; may be coupled with neuropathology consultation	\$1000
<b>Brain removal</b> : For cases in which the decedent is enrolled in a research study; includes removal of brain, preparation of specimens as per study protocol, and shipment of brain to research institution. Does not include pathologist examination of the brain	\$850.00
Pathologist case review and sign out: For cases in which the pathologist who performed the autopsy is not available to issue the final autopsy report. Includes review of records, gross findings, microscopic slides, and ancillary test results	\$ 140.00/hour
Specialty consults: For cases requiring anthropology, cardiac pathology, neuropathology, or forensic dental consultation	Actual cost charged by consultant
Other:	

# ATTACHMENT C

## ATTACHMENT C

## **Legal Consultation Fees**

Fee Type	Fee Amount
Review of Records, Reports, and Related Literature	\$500.00 / hour
Phone and/or Office Consultation	\$500.00 / hour
Court Testimony	\$600.00 / hour
Court Standby	\$600.00 / hour
Travel Time	\$300.00 / hour
Deposition	\$600.00 / hour
Court Affidavit	\$100.00 / hour

## Miscellaneous Fees

Fee Type	Fee Amount	Comments
Autopsy Report	\$20.00	Requesting party must be immediate family or surviving next of kin.
Case File Documents	\$20.00	Requesting party must pay \$20.00 fee per document. Requesting party must be immediate family or surviving next of kin.
Biological Specimen	\$100.00	Requesting party is responsible for 100% of shipping costs.
Re-Cuts of Slides	\$50.00 plus the cost of re-cuts of each slide/case	Requesting party is responsible for 100% of shipping costs.
CD Copy of Photos	\$50.00 / CD	Requesting party is responsible for 100% of shipping costs.
Copy of Entire File	\$100.00	This fee includes paper copy only; if the request is made for a CD of photos, an additional \$50.00 fee will be charged.

## 1:30 PUBLIC WORKS DEPARTMENT

Tony Garcia

a) Department update and miscellaneous

## 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: 20 April 2022

Re: Director's Report for the Week of 18 April 2022

Board Action: 25 April 2022

**Update Only** 

#### **ENGINEERING:**

- Mill Creek Road MP 1.1 to MP 3.96: Project is out for bids.
- Peppers Bridge Road: Working on right of way acquisition.
- Wallula/Gose: Working on right of way.
- Arch Bridge: Paving is scheduled to take place as soon as weather allows.
- Lower Waitsburg Road: Working on project design.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Contractor will resume work as weather allows.
- Dell Sharpe Bride: Beginning right of way acquisition.
- Abbott Road Sidewalk: Working on coordination with the City of Walla Walla and Walla School District. Project is slated for construction this summer.

#### MAINTENANCE/FLEET MANAGEMENT:

- South Crew Blading roads and brush mitigation.
- North Crew Crack sealing and blading roads.
- Signs and Veg Crew Routine sign maintenance and spraying as weather permits.
- Garage Routine maintenance.

#### **ADMINISTRATION:**

- · Conducted weekly: Staff, Road Operations, and Engineering meetings.
- Conducted interviews for our Maintenance Tech I positions.
- Attended a webinar from the Washington Counties Risk Pool (WCRP) on Due Process and Performance Management.
- Attended a webinar from the Municipal Research and Services Center (MRSC) on Public Works procurement.
- Participated in the Washington State Association of County Engineers (WSACE) Board meeting as the Representative of the Eastern Counties.
- Working on Quarterly Counseling departmentwide.
- We have multiple job openings: 3 Truck Divers, 1 Mechanic, and 1 Accounting Tech.

#### 1:45 HUMAN RESOURCES/RISK MANAGER

**Shelly Peters** 

a) Department update and miscellaneous

### b) Active Agenda Items:

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

## 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

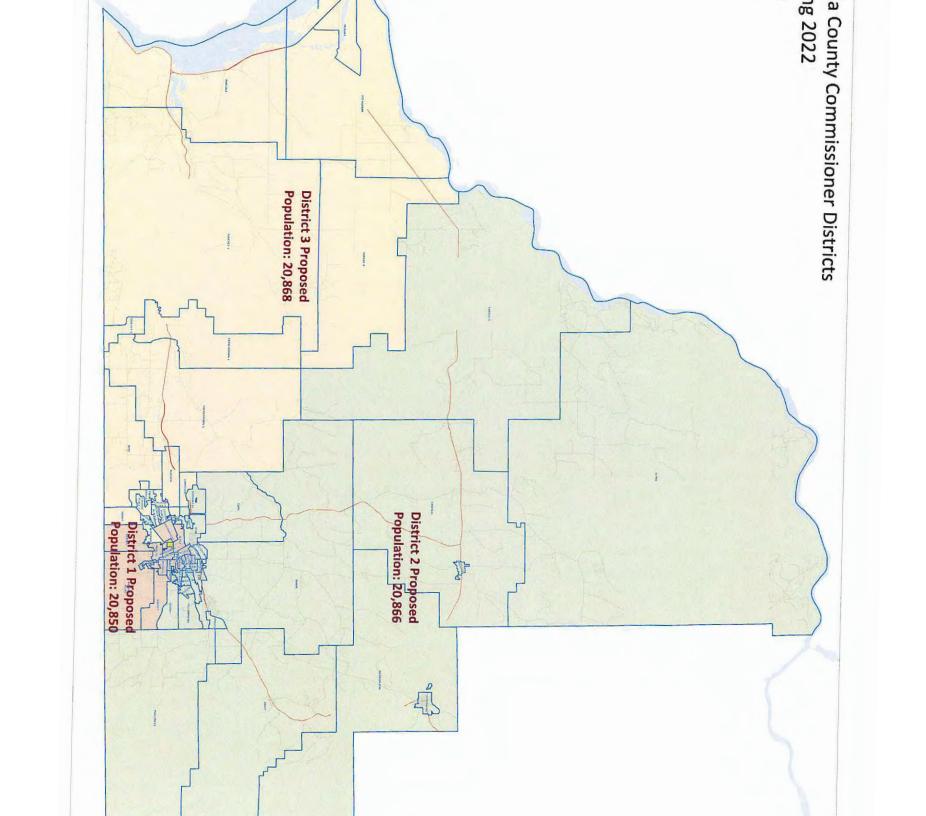
## 2:30 RECESS

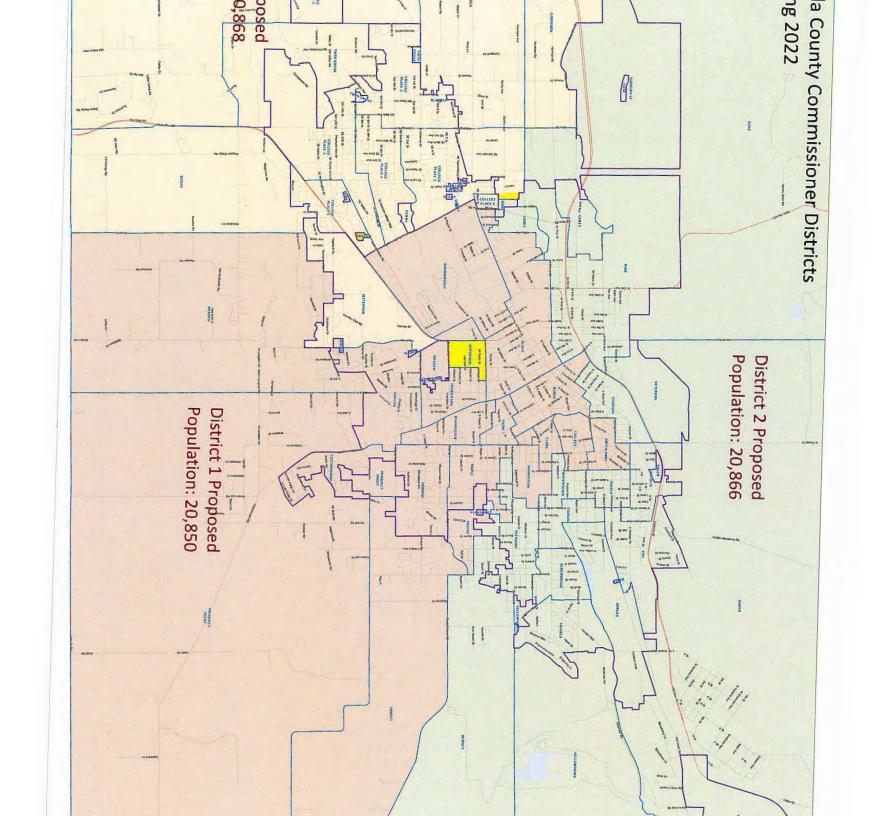
PLEASE NOTE: Evening meeting to follow – please see next page.

4:30 - 5:30 p.m. In person open house to review draft plans for redistricting/reassigning voters due to the 2020 Census

## 5:30 p.m. COUNTY COMMISSIONERS

- a) Public Hearing:
  - 1) To consider a draft plan to redistrict County Commissioner Districts due to the 2020 census
- b) Miscellaneous or unfinished business to come before the Board





#### Proposal B would:

- Move Birch from Commissioner District 2 to Commissioner District 1. (Population: 1,198)
- Move Clark from Commissioner District 2 to Commissioner District 1. (Population: 596)
- Move College from Commissioner District 2 to Commissioner District 1. (Population: 1,459)
- Move Green Park from Commissioner District 2 to Commissioner District 1. (Population: 832)
- Split Jefferson between Commissioner Districts 1 & 3. (District 1 Population: 432, District 3 Population: 1,131)
  - o Create new precinct or merge area to Henderson?
- Move Pine from Commissioner District 1 to Commissioner District 2. (Population: 4,178)
- Move Sharpstein from Commissioner District 2 to Commissioner District 1. (Population: 582)
- Move Wainwright from Commissioner District 3 to Commissioner District 1. (Population: 1,638)
- Move Berney from Commissioner District 1 to Commissioner District 2. (Population: 606)
- Move area of Braden (in Walla Walla School District) to Derry in Commissioner District 3. (Population:
   3)
- Move Derry from Commissioner District 1 to Commissioner District 3. (Population: 285)
- Move Eureka 5 from Commissioner District 3 to Commissioner District 2. (Population: 1,079)
- Move Garrison from Commissioner District 3 to Commissioner District 2. Merge area in Walla Walla School District to Gose in Commissioner District 2.

Proposed District 1 - Population: 20,850 (11 below ideal)
Proposed District 2 - Population: 20,866 (5 above ideal)
Proposed District 3 - Population: 20,868 (7 above ideal)

## -ADJOURN-

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.