

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, FEBRUARY 28, 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: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

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

10:00 A.M. COUNTY COMMISSIONERS

Chairman 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) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- f) **Consent Agenda Items:**
 - 1) Resolution - Minutes of County Commissioners' proceedings for February 22 and 23, 2022
 - 2) Resolution – Awarding contracts for Indigent Legal Services for 2022
 - 3) Payroll action and other forms requiring Board approval
- g) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$ _____; _____ through _____ totaling \$ _____ (travel)
 - 2) Resolution – Approving out of state travel for Fair Board and Fair Court Members and Others for 2022
- h) Miscellaneous business to come before the Board
- i) Review reports and correspondence; hear committee and meeting reports
- j) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF AWARDING
AN ADDITIONAL CONTRACT FOR
INDIGENT LEGAL SERVICES FOR
2022**



RESOLUTION NO. 22

WHEREAS, Walla Walla County is required to provide legal representation for indigent citizens when so determined by the Courts of Jurisdiction on all matters related to District Court criminal matters and Superior Court criminal matters, dependency hearings, mental health hearings, and other such matters before the Courts; and

WHEREAS, it is the opinion of this Board of Walla Walla County Commissioners that said legal services can best be provided for indigent persons by entering into individual contracts with certain attorneys who will accept a percentage of the appointments for felony and other cases pursuant to the conditions set forth in the contract; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign the contracts between Walla Walla County and the following named attorneys to provide legal services as outlined in the contracts: Cortez Law Office, John Hartzell, Holce Law Office, Bridie Monahan Hood, Lewellyn Law Office (Jamie Harper), Robin L. Olson, Julie Carlson Straube and Julie Karl.

BE IT FURTHER RESOLVED that the contract period shall be for year 2022.

Passed this 28th day of February, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

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
APPROVING OUT OF STATE
TRAVEL FOR FAIR BOARD
AND FAIR COURT MEMBERS
AND OTHERS FOR 2022



RESOLUTION NO. 22

WHEREAS, there is a need to approve out of state travel for county employees and volunteers associated with county-sanctioned events; and

WHEREAS, annually the Walla Walla Fair and Frontier Days Royalty (fair court) and parade marshal(s), accompanied by advisors and various members of the Walla Walla and Frontier Days Board of Directors and persons utilized to carry flags, travel within and outside the state of Washington and surrounding states, to include Idaho, Nevada, Oregon, Wyoming and Canada to promote the annual Walla Walla Fair and Frontier Days event by participating in community parades and other functions; and

WHEREAS, Walla Walla Fair and Frontier Days Royalty Advisor Cindy Granger and Royalty Director Charlie Barron, via Fairgrounds Manager Gregory Lybeck, have requested approval for out of state travel as outlined above to the events listed on the attached memo dated February 23, 2022 and which is by this reference made a part hereof; and

WHEREAS, it is understood that if the guidelines or recommendations related to Covid-19 can not be met, the trip(s) would be cancelled; and

WHEREAS, in advance of travel to other related events/commitments not currently listed or known at the time of the original request, the fairgrounds manager or designee will provide information on the additional dates of travel and location as backup information for auditing and insurance purposes; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel as outlined above and under the conditions outlined above is and shall be approved.

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

Passed this 28th day of February, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

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February 23, 2022 - Out of state travel requests for the Walla Walla Fair & Frontier Days Royalty for the remainder of 2022. Please feel free to call 509-386-2499 or email clgksg@gmail.com with any questions you may regarding an event. I am asking for approval now so that I can get reservations made. I understand that if we cannot meet the Covid-19 recommendations in place we would cancel the trip. As of right now all have stated they will be having their events following their states recommendations.

February

26th—Big 4 Meet-n-Greet—Lewiston, Idaho

April

8th-10th—Miss Rodeo Oregon Clinic—Madras, Oregon

April 16th—Lewiston Horseman Ball—Lewiston, Idaho

June

4th--Weston Parade—Weston, Oregon

10th-11th—Sisters Rodeo & Parade—Sisters, Rodeo

16th-20th—Reno Rodeo & Parade—Reno, NV

TBD--Visiting Royalty Entry at Milton-Freewater Posse

July

2nd -4th --St. Paul/Molalla Rodeo & Parade—St. Paul and Molalla, Oregon

7th-10th --Calgary Parade & Rodeo—Calgary, Canada

16th --Athena Parade—Athena, Oregon

16th --Elgin Parade & Rodeo—Elgin, Oregon

21st-24th --Cheyenne Parade & Rodeo—Cheyenne, Wyoming

28th -31st—Joseph Parade & Rodeo—Joseph, Oregon

31st—Grand Entry @ Pro-West Rodeo—Milton-Freewater, OR 97862

August

TBD --Lunch/Breakfast with Milton-Freewater Rotary

6th --Hermiston Parade

September

11th --Lewiston Parade

12th or 13th --Extreme Bulls—Pendleton, Oregon

15th --Big 4 Day—Pendleton, Oregon

16th -- Pendleton Round-Up Parade—Pendleton, Oregon

Possible shopping days in Pendleton

October

1st -2nd -- Possible Grand Entry @ Pro-West Rodeo—Milton-Freewater, Oregon

Possible shopping days in Pendleton

December

2nd --Christmas Parade—Milton-Freewater, Oregon

a) Action Agenda Items:

- 1) Resolution – Bid award for Aggregate Crushed Surfacing – Base Course
- 2) Resolution – Bid award for Bituminous Surface Treatment (Chip Rock)
- 3) Resolution – Bid award for Aggregate Crushed Surfacing – Top Course
- 4) Resolution – Bid award for Aggregate Crushed Surfacing – Winter Road Sand
- 5) Resolution – Bid award for CRS-2P Emulsified Asphalt
- 6) Resolution – Bid award for Hot Mix Asphalt for 2022

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A BID AWARD
FOR AGGREGATE CRUSHED
SURFACING – BASE COURSE



RESOLUTION NO. **22**

WHEREAS, as advertised, a bid opening was held on February 22, 2022 for furnishing Walla Walla County with Aggregate Crushed Surfacing – Base Course, the following bids were opened and read publicly; and

WHEREAS, bids were received from Humbert Asphalt Inc, Koncrete Industries Inc., Barker Inc, Central Washington Asphalt Inc. and American Rock Products; and

WHEREAS, Humbert Asphalt Inc. submitted the lowest responsive, responsible bid on item one on Exhibit "A" and Koncrete Industries, Inc. submitted the lowest responsive bid on item 2 on Exhibit "A"; and

WHEREAS, Section 9 of the Instructions to Bidders indicated this Board may award each item separately to the successful bidder for that item; now therefore

BE IT HEREBY RESOLVED, that the Aggregate Crushed Surfacing – Base Course be awarded as described on Exhibit "A" by this Board of Walla Walla County Commissioners; and

BE IT FURTHER RESOLVED, that the County reserves the right to purchase any or no quantities at the unit bid price, or to utilize other processes, such as the County vendor's list or purchasing from the state contract.

*Passed this 28th day of **February, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

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*

Aggregate Crushed Surfacing – Base Course

Exhibit “A”

	<u>Location</u>	<u>Bidder</u>	<u>Total Amount</u>
Item 1	Walla Walla Stockpile Site	Humbert Asphalt, Inc Milton Freewater, OR	\$25,000
		Central Washington Asphalt Moses Lake, WA	\$27,000
		Koncrete Industries, Inc. Walla Walla, WA	\$32,140
		American Rock Products Walla Walla, WA	\$33,000
		Barker Inc. Dayton, WA	\$47,000
Item 2	Waitsburg Stockpile Site	Koncrete Industries Walla Walla, WA	\$22,155
		Barker Inc. Dayton, WA	\$23,250
		Central Washington Asphalt Moses Lake, WA	\$24,000
		Humbert Asphalt, Inc, Milton Freewater, OR	\$24,750
		American Rock Products Walla Walla, WA	\$28,500

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A BID AWARD
FOR AGGREGATE FOR
BITUMINOUS SURFACE
TREATMENT



RESOLUTION NO. **22**

WHEREAS, as advertised, a bid opening was held on February 22nd, 2022, for furnishing Walla Walla County with Aggregate for Bituminous Surface Treatment, and the following bids were opened and read publicly:

- | | |
|-------------------------------------------------------|----------------------|
| 1) Humbert Asphalt Inc.
Milton-Freewater, OR | Total Bid: \$408,000 |
| 2) Koncrete Industries, Inc.
Walla Walla, WA | Total Bid: \$444,320 |
| 3) Central Washington Asphalt, Inc.
Moses Lake, WA | Total Bid: \$448,000 |

and,

WHEREAS, Humbert Asphalt, Inc. submitted the lowest responsive, responsible bid; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the bid to furnish Walla Walla County with Aggregate for Bituminous Surface Treatment be awarded to Humbert Asphalt, Inc, of Milton-Freewater, OR for the total bid price of \$408,000.00.

Passed this 28th day of February, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A BID AWARD
FOR AGGREGATE CRUSHED
SURFACING – TOP COURSE

}

RESOLUTION NO. **22**

WHEREAS, as advertised, a bid opening was held on February 22, 2022 for furnishing Walla Walla County with Aggregate Crushed Surfacing – Top Course, the following bids were opened and read publicly; and

WHEREAS, bids were received from Humbert Asphalt Inc, Koncrete Industries Inc., Barker Inc, Central Washington Asphalt Inc. and American Rock Products; and

WHEREAS, Humbert Asphalt Inc. submitted the lowest responsive, responsible bid on item one on Exhibit "A" and Koncrete Industries, Inc. submitted the lowest responsive bid on item 2 and Barker Inc. submitted the lowest responsive bid on item 3 on Exhibit "A"; and

WHEREAS, Section 9 of the Instructions to Bidders indicated this Board may award each item separately to the successful bidder for that item; now therefore

BE IT HEREBY RESOLVED, that the Aggregate Crushed Surfacing – Top Course be awarded as described on Exhibit "A" by this Board of Walla Walla County Commissioners; and

BE IT FURTHER RESOLVED, that the County reserves the right to purchase any or no quantities at the unit bid price, or to utilize other processes, such as the County vendor's list or purchasing from the state contract.

Passed this 28th day of **February, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

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*

Aggregate Crushed Surfacing – Top Course

Exhibit “A”

	<u>Location</u>	<u>Bidder</u>	<u>Total Amount</u>
Item 1	Walla Walla Stockpile Site	Humbert Asphalt, Inc Milton Freewater, OR	\$50,000
		Central Washington Asphalt Moses Lake, WA	\$56,000
		Koncrete Industries, Inc. Walla Walla, WA	\$64,280
		American Rock Products Walla Walla, WA	\$66,000
		Barker Inc. Dayton, WA	\$94,000
Item 2	Waitsburg Stockpile Site	Koncrete Industries Walla Walla, WA	\$73,850
		Barker Inc. Dayton, WA	\$77,500
		Central Washington Asphalt Moses Lake, WA	\$80,000
		Humbert Asphalt, Inc, Milton Freewater, OR	\$82,500
		American Rock Products Walla Walla, WA	\$95,000
Item 3	Saxon Stockpile Site	Barker Inc. Dayton, WA	\$78,000
		American Rock Products Walla Walla, WA	\$80,400
		Humbert Asphalt, Inc, Milton Freewater, OR	\$88,000
		Central Washington Asphalt Moses Lake, WA	\$100,000
		Koncrete Industries Walla Walla, WA	\$100,280

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF A BID AWARD
FOR AGGREGATE CRUSHED
SURFACING – WINTER SAND**

RESOLUTION NO. 22

WHEREAS, as advertised, a bid opening was held on February 22, 2022 for furnishing Walla Walla County with Aggregate Crushed Surfacing – Winter Sand, the following bids were opened and read publicly; and

WHEREAS, bids were received from Humbert Asphalt Inc, Koncrete Industries Inc., Barker Inc, and,

WHEREAS, Barker Inc. submitted the lowest responsive, responsible bid on item one and item two on Exhibit “A” and,

WHEREAS, Section 9 of the Instructions to Bidders indicated this Board may award each item separately to the successful bidder for that item; now therefore,

BE IT HEREBY RESOLVED, that the Aggregate Crushed Surfacing – Winter Sand be awarded as described on Exhibit “A” by this Board of Walla Walla County Commissioners, and

BE IT FURTHER RESOLVED, that the County reserves the right to purchase any or no quantities at the unit bid price, or to utilize other processes, such as the County vendor’s list or purchasing from the state contract.

*Passed this 28th day of **February, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

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*

Aggregate Crushed Surfacing – Winter Sand

Exhibit “A”

	<u>Location</u>	<u>Bidder</u>	<u>Total Amount</u>
Item 1	Walla Walla Stockpile Site	Barker Inc. Dayton, WA	\$9,600
		Humbert Asphalt, Inc. Milton-Freewater, OR	\$10,200
		Koncrete Industries, Inc. Walla Walla, WA	\$14,308
Item 2	Waitsburg Stockpile Site	Barker Inc. Dayton, WA	\$14,400
		Koncrete Industries Walla Walla, WA	\$23,816
		Humbert Asphalt, Inc, Milton Freewater, OR	\$25,600

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A BID AWARD
FOR CRS-2P EMULSIFIED
ASPHALT



RESOLUTION NO. **22**

WHEREAS, as advertised, a bid opening was held on February 22, 2022 for furnishing Walla Walla County with CRS-2P Emulsified Asphalt from May 13, 2022 through August 31, 2022, and the following bids, were opened and read publicly:

Ergon Asphalt & Emulsion Pasco, WA	CRS-2P	\$568.00/Ton
Idaho Asphalt Hauser, ID	CRS-2P	\$614.00/Ton
Albina Asphalt Vancouver, WA	CRS-2P	\$630.00/Ton

and,

WHEREAS, Ergon Asphalt & Emulsion submitted the lowest responsive, responsible bid; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that the contract to furnish Walla Walla County with CRS-2P Emulsified Asphalt be awarded to Ergon Asphalt & Emulsion for \$568.00/Ton.

*Passed this 28th day of **February, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

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 A BID AWARD
FOR HOT MIX ASPHALT FOR 2022**

}

RESOLUTION NO. 22

WHEREAS, as advertised, a bid opening was held on February 22, 2022 for furnishing Walla Walla County with Hot Mix Asphalt from April 1, 2022 through November, 2022, the following bids were opened and read publicly:

- | | | |
|--------------------------------------------------|---------|-------------|
| 1) Central Manufacturing, Inc.
Moses Lake, WA | Hot Mix | \$66.00/Ton |
| 2) Humbert Asphalt, Inc.
Milton-Freewater, OR | Hot Mix | \$68.00/Ton |

and;

WHEREAS, Central Manufacturing, Inc. submitted the lowest responsive, responsible bid; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the bid to furnish Walla Walla County with Hot Mix Asphalt be awarded to Central Manufacturing, Inc. of Moses Lake, WA for \$66.00/Ton.

*Passed this 28th day of **February, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

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*

**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: 23 February 2022

Re: Director's Report for the Week of 14 February

Board Action: 28 February 2022

Bid Awards:

- In the Matter of a Bid Award – Aggregate Crushed Surfacing Base Course**
- In the Matter of a Bid Award – Aggregate for Bituminous Surface Treatment (Chip Rock)**
- In the Matter of a Bid Award – Aggregate Crushed Surfacing Top Course**
- In the Matter of a Bid Award – Aggregate Crushed Surfacing Winter Road Sand**
- In the Matter of a Bid Award – Emulsified Asphalt**
- In the Matter of a Bid Award – Hot Mix Asphalt**

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: All property rights have been acquired. Working on certification.
- Peppers Bridge Road: Working on right of way acquisition.
- Dell Sharpe Bridge: Returned comments on 75% design to consultant.
- Lower Waitsburg Road: Working on project design.
- Wallula/Gose: Working on right of way.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew – Hauling sand from Carpenter's to Greenville, brush cutting and snow removal.
- North Crew – Bridge rail repair, snow removal and blading roads.
- Signs and Veg Crew – De-icing and sign maintenance.
- Garage – Routine maintenance and starting pre-season maintenance on equipment.

ADMINISTRATION:

- Conducted weekly Staff, Engineering and Road Operations meetings.
- Met with the City of College Place and College Place School District to discuss improvement plans on Mojonnier Road.
- Attended a Washington State Association of County Engineers Legislative Update.
- Met with Community Development to coordinate a plan moving forward with plan reviews since we don't currently have a County Surveyor on staff.
- We are currently trying to backfill our Fiscal Manager and County Surveyor positions. More information can be found on our County website under HR.

a) Action Agenda Items:

- 1) Proposal 2022 02-28 DCH-1 Approval to sign Interagency Agreement between State of Washington Department of Health and Walla Walla County Health Department
Contract Number GVL26653
- 2) Proposal 2022 02-28 DCH-2 Approval to add Walla Walla County logo to "No smoking or vaping" signs for City of College Place events

b) COVID-19 update and miscellaneous



MEMO

Date: February 18, 2022

Proposal ID: 2022 02-28 DCH-1

To: BOCC

From: Nancy Wenzel
Administrative Director

Lead Staff: Sam Jackle
Nikki Sharp

Intent: Gain Approval for BOCC to Sign and Execute Rural Health Equity Contract

Topic: GVL26653 Rural Health Equity and COVID-19

Summary

The State Department of Health (DOH) has offered a \$370,000 grant to lead and coordinate efforts to reduce Covid-19 related health disparities at the community level. Our department will advance health equity in our community and collaboratively work to reduce Covid-19 related health disparities, improve and increase testing and contact tracing for rural populations. We will also work on improving our local capacity and services to prevent and control Covid-19 infection and transmission among populations who are rural and underserved.

Cost

No additional staffing needed.

Funding

Funding is \$370,000. This contract would normally be part of the Department of Health Consolidated Contract, however our contract negotiations started last fall and the current Consolidated Contract was ending. DOH decided to leave this contract as a stand-alone, but due to confidential data requirements, it has taken many months to get language accepted through our legal review process. Once the new Consolidated Contract was ready, DOH decided to keep this as a stand-alone contract due to amount of work we had invested in it.

Alternatives Considered

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

Although this funding is centralized around Covid-19 health inequities and rural outreach, this contract will have us form and facilitate a local Rural Equity Advisory Team (REAT). We do hope the REAT will become a permanent advisory team to continue work in our rural communities.

Conclusion/Recommendation

Recommend the BOCC sign this contract with DOH and any future subawards related to this contract after they are approved by legal.

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

Additional Requirements to Proposal

Modification

Follow Up



CONTRACT NUMBER: GVL26653	SUBRECIPIENT * <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	FFATA FORM REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

INTERAGENCY AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
WALLA WALLA COUNTY HEALTH DEPT

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and **WALLA WALLA COUNTY HEALTH DEPT**, hereinafter referred to as Contractor pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE: To lead and coordinate efforts to reduce Covid-19 related health disparities at the community level as described in Centers for Disease Control and Prevention (CDC) Grant National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (CDC-RFA-OT21-2103). Implementation Leads will advance health equity in their communities and collaboratively work to reduce Covid-19 related health disparities, improve and increase testing and contact tracing for rural populations, and improve local capacity and services to prevent and control Covid-19 infection and transmission among populations who are rural and underserved. Work will focus in local service area, primarily in Walla Walla County.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK AND BUDGET: The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this Agreement shall commence on *March 15, 2021* and be completed on *May 31, 2023*, unless terminated sooner as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this Agreement, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Information about your organization and this Agreement will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this Agreement and must be completed and returned along with the Agreement.

PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$370,000.00** in accordance with Exhibit A, attached hereto and incorporated herein. Consideration includes but is not limited to all taxes, fees, surcharges, etc. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

Source of Funds:

Federal: \$370,000.00 State: Other: **TOTAL: \$370,000.00**

Contractor agrees to comply with applicable rules and regulations associated with these funds.

BILLING PROCEDURE: Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted per the Statement of Work, Exhibit A (if applicable) or within 60 days after the contract expiration date, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ALLOWABLE COST: Shall mean an expenditure which meets the test of the Uniform Guidance (2CFR 200) (see "I. Federal Compliance"). The most significant factors affecting allowability of cost are; 1) they must be necessary and reasonable, 2) they must be allocable, 3) they must be authorized or not prohibited under State or local laws and regulations, and 4) they must be adequately documented. For more specifics see Selected Items of Cost 2 CFR 200.420).

ASSIGNMENT: The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION: The use or disclosure by any party of any information concerning a client obtained in providing service under this Agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable Federal and State statutes and regulations.

Confidential information means information that is protected from public disclosure by law. There are many state and federal laws that make different kinds of information confidential. In Washington State, the two most common are the Public Records Act RCW 42.56, and the Healthcare Information Act, RCW 70.02.

Any unauthorized access or use of confidential information must be reported to the DOH Chief Information Security Officer at security@doh.wa.gov. The notification must be made in the most expedient time possible (usually within one business day of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

CONTRACT MANAGEMENT: The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this agreement.

The Contract Manager for DOH is:

Name: Eileen Kazura

The Contract Manager for the Contractor is:

Name: Nancy Wenzel

Office:	<u>Community Health Systems</u>	Title:	<u>Administrative Director</u>
Agency:	<u>Department of Health</u>	Agency:	<u>Walla Walla County Dept. of Community Health</u>
Address:	<u>PO Box 47850</u>	Address:	<u>314 W Main St</u>
City, State, Zip:	<u>Olympia, WA 98504- 7850</u>	City, State, Zip:	<u>Walla Walla, WA 99362</u>
Phone:	<u>360-584-6106</u>	Phone:	<u>509-524-2650</u>
Email:	<u>Eileen.kazura@doh.wa.gov</u>		<u>ContractsDCH@co.walla-walla.wa.us</u>

CONTRACT: Shall mean the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the Contractor. See §200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a Contractor are when the non-Federal entity receiving the Federal funds:

- A. Provides the goods and services within normal business operations;
- B. Provides similar goods or services to many different purchasers;
- C. Normally operates in a competitive environment;
- D. Provides goods or services that are ancillary to the operation of the Federal program; and
- E. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

CONTRACTOR: Shall mean that agency, firm, provider, organization, individual or other entity performing services under this contract. It shall include any subcontractor retained by the prime contractor as permitted under the terms of this contract.

DISPUTES: In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Agreement amendments
- D. The Agreement (in this order)
 - 1. Federal compliance and Standard Federal Certifications and Assurances (Attachment I)
 - 2. Primary document (document that includes the signature page)
 - 3. Statement of Work (Exhibit A)
 - 4. Additional Terms and Conditions (Exhibit C)
 - 5. Contractor Vaccination Certification (Exhibit D)

INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

NONCOMPLIANCE: Shall mean if a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- A. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate the Federal award.
- D. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- E. Withhold further Federal awards for the project or program.
- F. Take other remedies that may be legally available.

PRIVACY: Personal information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

DOH reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the Contractor through this Agreement. The monitoring, auditing, or investigating may include but is not limited to "salting" by DOH. Contractor shall certify the return or destruction of all personal information upon expiration of this Agreement. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless DOH for any damages related to the Contractor's unauthorized use of personal information.

RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA: Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

RISK ASSESSMENT: Shall mean (2 CFR 200.331(b)) DOH is required to evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

- A. The subrecipient's prior experience with the same or similar subawards;
- B. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
- C. Whether the subrecipient has new personnel or new or substantially changed systems; and
- D. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

SECURITY OF INFORMATION – Unless otherwise specifically authorized by the DOH Chief Information Security Officer, Contractor receiving confidential information under this contract assures that:

- encryption is selected and applied using industry standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program against all information stored locally and off-site. Information must be encrypted both in-transit and at rest and applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access.
- It is compliant with the applicable provisions of the Washington State Office of the Chief Information Officer (OCIO) policy 141, Securing Information Technology Assets, available at: <https://ocio.wa.gov/policy/securing-information-technology-assets>.
- It will provide DOH copies of its IT security policies, practices and procedures upon the request of the DOH Chief Information Security Officer.
- DOH may at any time conduct an audit of the Contractor's security practices and/or infrastructure to assure compliance with the security requirements of this contract.
- It has implemented physical, electronic and administrative safeguards that are consistent with OCIO security standard 141.10 and ISB IT guidelines to prevent unauthorized access, use, modification or disclosure of DOH Confidential Information in any form. This includes, but is not limited to, restricting access to specifically authorized individuals and services through the use of:
 - Documented access authorization and change control procedures;
 - Card key systems that restrict, monitor and log access;
 - Locked racks for the storage of servers that contain Confidential Information or use AES encryption (key lengths of 256 bits or greater) to protect confidential data at rest, standard algorithms validated by the National Institute of Standards and Technology (NIST) Cryptographic Algorithm Validation Program (CMVP);
 - Documented patch management practices that assure all network systems are running critical security updates within 6 days of release when the exploit is in the wild, and within 30 days of release for all others;
 - Documented anti-virus strategies that assure all systems are running the most current anti-virus signatures within 1 day of release;

- Complex passwords that are systematically enforced and password expiration not to exceed 120 days, dependent user authentication types as defined in OCIO security standards;
- Strong multi-factor authentication mechanisms that assure the identity of individuals who access Confidential Information;
- Account lock-out after 5 failed authentication attempts for a minimum of 15 minutes, or for Confidential Information, until administrator reset;
- AES encryption (using key lengths 128 bits or greater) session for all data transmissions, standard algorithms validated by NIST CMVP;
- Firewall rules and network address translation that isolate database servers from web servers and public networks;
- Regular review of firewall rules and configurations to assure compliance with authorization and change control procedures;
- Log management and intrusion detection/prevention systems;
- A documented and tested incident response plan

Any breach of this clause may result in termination of the contract and the demand for return of all personal information.

SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

SPECIFIC CONDITIONS:

- A. The Federal awarding agency or pass-through entity may impose additional specific award conditions as needed, in accordance with (2 CFR 200.207) paragraphs (b) and (c) of this section, under the following circumstances:
 - 1. Based on the criteria set forth in §200.205 Federal awarding agency review of risk posed by applicants;
 - 2. When an applicant or recipient has a history of failure to comply with the general or specific terms and conditions of a Federal award;
 - 3. When an applicant or recipient fails to meet expected performance goals as described in §200.210 Information contained in a Federal award; or
 - 4. When an applicant or recipient is not otherwise responsible.

- B. These additional Federal award conditions may include items such as the following:
 - 1. Requiring payments as reimbursements rather than advance payments;
 - 2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - 3. Requiring additional, more detailed financial reports;
 - 4. Requiring additional project monitoring;
 - 5. Requiring the non-Federal entity to obtain technical or management assistance; or
 - 6. Establishing additional prior approvals.

- C. The Federal awarding agency or pass-through entity must notify the applicant or non-Federal entity as to:
 - 1. The nature of the additional requirements;
 - 2. The reason why the additional requirements are being imposed;
 - 3. The nature of the action needed to remove the additional requirement, if applicable;
 - 4. The time allowed for completing the actions if applicable, and

5. The method for requesting reconsideration of the additional requirements imposed.

D. Any specific conditions must be promptly removed once the conditions that prompted them have been corrected

SUBCONTRACTING: Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the sub operate to release or reduce the liability of the Contractor to DOH for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Agreement.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, DOH determines that any subcontractor is in material breach of the requirements of this agreement, DOH shall notify the Contractor, and provide an explanation, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by DOH of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Agreement, nor be the basis for additional charges to DOH.

SUBRECIPIENT: Shall mean a non-Federal entity that received a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. (2 CFR 200.93)

Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- A. Determines who is eligible to receive what Federal assistance;
- B. Has its performance measured in relation to whether objectives of a Federal program were met;
- C. Has responsibility for programmatic decision making;
- D. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- E. In accordance with its contract, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of a pass-through entity.

SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE: In the event contract funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this Agreement. Notice may include notice by facsimile or email to Contractor's representative. Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance.

When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance,

and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Agreement will be terminated retroactive to the original date of termination. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Agreement will be terminated retroactive to the original date of termination.

TERMINATION: Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE: If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER: A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN: This Agreement 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME Todd Kimball	TITLE Chair, Walla Walla County B
DOH CONTRACTING OFFICER SIGNATURE	DATE

This document has been approved as to form only by the Assistant Attorney General.

NOTE: The Contractor's signature is also required on Attachment 1, Federal Certifications and Assurances.

**EXHIBIT A
STATEMENT OF WORK
DOH Contract GVL26653
WALLA WALLA COUNTY HEALTH DEPT**

Period of Performance March 15, 2021 through May 31, 2023

Purpose statement: To lead and coordinate efforts to reduce Covid-19 related health disparities at the community level as described in Centers for Disease Control and Prevention (CDC) Grant *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (CDC-RFA-OT21-2103)*. Implementation Leads will advance health equity in their communities and collaboratively work to reduce Covid-19 related health disparities, improve and increase testing and contact tracing for rural populations, and improve local capacity and services to prevent and control Covid-19 infection and transmission among populations who are rural and underserved. Work will focus in local service area, primarily in Walla Walla County. See Exhibit C for further detail.

Project Period: 3/15/2021 – 5/31/2023

Budget: \$370,000

Task #	Task/Activity	Deliverable/Outcome	Due Date
1	Form and facilitate a local Rural Equity Advisory Team (REAT) to inform project implementation and identify strategies that align with the CDC grant expectations. Advisory team will use data sources including, but not limited to: <ul style="list-style-type: none"> Local population demographics Covid-19 indicator data and social vulnerability index Stakeholder input 	Documentation of formed advisory team, such as meeting schedule and minutes, shared with DOH program manager. Documentation of local data used to guide selections of strategies shared with DOH program manager. Recommendations from advisory team shared with DOH program manager.	Within 90 days after date of execution
2	Upon selection of strategies a workplan and budget will be developed. <ul style="list-style-type: none"> Workplan to include objectives, strategies, persons responsible and target dates DOH Program Manager will provide a budget template. 	Workplan document Completed budget template	5/31/2023
3	Subrecipients will identify, award, and manage subcontractors or subrecipients as needed to implement project activities in alignment with grant expectations.	Subcontracts in place and managed in accordance with federal guidelines.	Duration of project

**EXHIBIT A
STATEMENT OF WORK
DOH Contract GVL26653
WALLA WALLA COUNTY HEALTH DEPT**

	<ul style="list-style-type: none"> Subcontracts should include key partnerships with organizations who have existing community or social service delivery programs for underserved populations disproportionately impacted by Covid-19 and health disparities 	Copies of subcontracts shared with DOH program manager.	
5	Progress and Performance Reporting: Subrecipient will submit a quarterly progress report using a template provided by DOH manager.	Progress and Performance reports are submitted in accordance with CDC grant requirements	Quarterly
6	Develop a plan for sustainability. Sustainability plan includes but is not limited to: <ul style="list-style-type: none"> Covid-19 community recovery strategies Emergency preparedness planning 	Sustainability Plan in place and shared DOH program manager	5/31/2023

Special Requirements:

This is a federally funded contract. All expenditures incurred and reimbursements made for performance under this contract shall be based on actual, allowable and allocable costs. See Exhibit C for further detail.

For activities that require the purchase of equipment: For purchases of pieces of equipment in which the aggregate unit price of the equipment (including shipping, handling and associated costs) is \$5,000 or more, the contractor shall obtain written prior approval from the Washington State Department of Health, and adhere to all federal requirements as referenced in;

2 *CFR 200.313, Equipment* at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-313> , and
2 *CFR 200.439, Equipment and other Capital Expenditures* at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-439>

Invoicing must include backup documentation as described in the statement of work deliverables:

Billings/invoices shall include copies of backup documentation for all expenses. Backup documentation can include, but is not limited to; receipts, invoices, billing records, work orders, positive time and attendance records (timesheets), travel vouchers and accounting expense reports.

- Additional backup documentation may be requested if needed.

**EXHIBIT A
STATEMENT OF WORK
DOH Contract GVL26653
WALLA WALLA COUNTY HEALTH DEPT**

Signed A-19 invoices must be received prior to approval and payment. *A scanned copy of your A-19 with signature is acceptable.* Please email the signed A-19s and backup documentation to:

Washington State Department of Health
ATTN: Eileen Kazura
Community Health Systems
PO Box 47850
Olympia, WA 98504-7850
Eileen.kazura@doh.wa.gov

**EXHIBIT A
STATEMENT OF WORK
DOH Contract GVL26653
WALLA WALLA COUNTY HEALTH DEPT**

This table includes only active funding sources.

Federal Grant Information Sheet								
Subrecipient/Contractor: Walla Walla County Health Dept		DOH Contract Manager: Eileen Kazura			Contact Information: dohcon.mgmt@doh.wa.gov			
Contract Number: 26653		Approved Indirect Rate: yes			Research and Development? (If YES, check box) <input type="checkbox"/>			
DUNS Number: 619 391 951		Limiting Indirect Cost Rate:						
Period of Performance:		Start Date: July 1, 2021	End Date: May 31, 2023					
Project Description:		National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities.						
Federal Award Identification Number	Federal Award Date	Federal Agency Name	Total Amount of the Federal Award to DOH	CFDA #	CFDA Program Title	Name of Pass-Through Agency	Amount of Federal Funds Obligated by This Action	Total Amount of Federal Funds Obligated for This Funding Source
1NH75OT000042-01	05/27/21	CDC	\$29,015,581	93.391	Covid 19 Health Disparities	Washington State Department of Health	\$370,000	\$370,000

Certifications and Assurances – all requirements imposed on the subrecipient by the federal awarding agency: **The contract boilerplate covers all standard certifications and assurances.**

Are there any additional requirements imposed by the pass through entity (DOH) to meet its own responsibilities to the awarding agency? Yes No **If applicable, this is identified by the DOH program staff writing the contract. This can also be found in the "Statement of Work" section of the contract.**

All subrecipients are required to make their accounting records available and accessible to the awarding agency: **This requirement can be found in the "Records Maintenance" section of the contract.**

Closeout Requirements:

- (1) Submit all final billings within 60 days of the end of the contract (This is required per standard contract language.)
- (2) Submit all required program reports and deliverables within 60 days (This is required per standard contract language.)
- (3) Dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer used for subaward related activities (If applicable DOH must be contacted for disposal requirements.)
- (4) Additional DOH program specific contract closeout requirements (If applicable, see statement of work for additional closeout requirements.)

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS
DOH Contract GVL26653

For this scope of work (SOW), each awardee will complete activities that help to prevent and control Covid-19 infection or transmission in populations at higher risk and that are underserved. These activities will advance health equity in racial and ethnic minority groups and rural populations.

STRATEGIES AND ALLOWABLE COSTS:

Your Rural Equity Advisory Team (REAT) will use data to identify high priority COVID-19 related health disparities and activities to address those disparities. The selected activities should aim to build infrastructures that both address disparities in the current COVID-19 pandemic and set the foundation to address future responses. Work under this grant falls under the following three overarching strategies. CDC has indicated high priority activities under each strategy.

Please note that this is not a complete list of possible activities. If you have questions about the eligibility of activities not listed here, please reach out to your DOH program manager.

- 1. *Expand existing and/or develop new mitigation and prevention resources and services to reduce COVID-19 related disparities among populations at higher risk and that are underserved:*** Ensuring equitable access to critical COVID-19 personal protective equipment (PPE), testing, contact tracing, quarantine and isolation, vaccination, and other wrap-around services require deploying focused strategies, resources, and activities to meet the needs of individuals and mitigate the spread of COVID-19 among populations disproportionately impacted.

Activities under *Strategy 1* may include but are not limited to:

- High Priority: Expand testing (including home test kits and mobile testing sites) and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority populations and people living in rural communities;
- Vaccine coordination, quarantine and isolation options, and preventive care and disease management among populations that are underserved and at higher risk for COVID-19
- Tailor and adapt evidence-based policies, systems, and environmental strategies to mitigate social and health inequities related to COVID-19
- Identify and establish collaborations with critical partners affiliated with populations at higher risk and that are underserved, including racial and ethnic minority groups at higher risk for COVID-19 to: 1) connect community members to programs, healthcare providers, services and resources (e.g., transportation, housing support, food assistance programs, mental health and substance abuse services, substance abuse services) they might need and 2) lessen adverse effects of mitigation strategies.

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS
DOH Contract GVL26653

- 2. *Build, leverage, and expand infrastructure support for COVID-19 prevention and control among populations that are at higher risk and underserved:*** Sufficient workforce, infrastructure, and capacity are critical to providing equitable access to disproportionately affected populations. Where feasible, this short-term program will build, leverage, and expand the infrastructure and capacity within state, local, US territorial and freely associated state health departments (or their bona fide agents) to ensure and expand equitable access to critical COVID-19 testing and contact tracing, as well as PPE, quarantine and isolation, vaccination, and other wrap-around and supportive services.

Activities under *Strategy 2* may include but are not limited to:

- **High Priority:** Expand the infrastructure to improve testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority populations and rural communities;
- Establish, enhance, or implement leadership-level health equity offices, workgroups, task forces, or positions to guide addressing COVID-19 among communities at higher risk and that are underserved
- Convene and facilitate multi-sector coalitions or advisory groups that include members of underserved communities and organizations that serve the community. These groups may provide advice, guidance, and recommendations for addressing COVID-19 and advancing health equity among their communities
- Update jurisdictions' COVID-19 plans and health equity plans to support communities most at risk for COVID-19 with the intention of setting up systems that put in place infrastructures and plans that can also support future emergency responses
- Build and expand an inclusive public health workforce, including hiring people from the community (e.g., community health workers, social workers, other trusted community members) who are equipped to assess and address the needs of communities disproportionately affected by COVID-19

- 3. *Mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved:*** Identifying and addressing current gaps and factors that influence COVID-19-related health disparities requires a collaborative approach.

Activities under *Strategy 3* may include but are not limited to:

- **High Priority:** Build community capacity to reach disproportionately affected populations with effective culturally and linguistically tailored programs and

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS
DOH Contract GVL26653

- practices for testing and contact tracing, and quarantine, including racial and ethnic minority populations and rural communities;
- Build and implement cross-sectoral partnerships to align public health, healthcare, and non-health (e.g., housing, transportation, social service) interventions that decrease risk for COVID-19
 - Develop mechanisms such as community advisory groups that include leaders representing racial and ethnic minority groups and rural community leaders and members representing underserved populations to inform COVID-19 and future emergency response activities
 - Develop and disseminate culturally and linguistically responsive COVID-19 prevention communications through various channels (e.g., local media, local or community newspapers, radio, TV, trusted communications agents) written in plain language and in formats and languages suitable for diverse audiences—including people with disabilities, limited English proficiency, etc.—addressing and, as necessary, dispelling of misinformation and barriers to mitigation practices due to mistrust.
 - Build community capacity that includes traditional organizations (e.g., public health, healthcare) and non-traditional partners (e.g., community health workers, churches, transportation providers, social workers) to reach disproportionately affected populations with effective culturally and linguistically tailored programs and practices for testing, contact tracing, isolating, vaccination, and healthcare strategies
 - Identify and establish collaborations with critical partners affiliated with and who provide services to populations that are underserved and at higher risk for COVID-19 to disseminate scientifically accurate, culturally, and linguistically responsive information and facilitate access to health-related services

Note on Strategy 3: Much or all of the work associated with formation/extension, coordination and management of the Rural Equity Advisory Teams falls under this strategy.

Applicants are not required to implement all strategies, but rather they should select the strategies and activities that best address their jurisdiction's respective priorities and needs.

EXAMPLE ACTIVITIES:

Please note that this is not a complete list of possible activities. If you have questions about the eligibility of activities not listed here, please reach out to your DOH program manager.

- Increasing awareness and education on COVID-19 prevention, testing and vaccination for rural populations

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS
DOH Contract GVL26653

- Increasing testing in rural areas
- Increasing contract tracing and follow-up
- Improving emergency preparedness and response capacity in rural communities
- Rural Paramedicine for COVID-19 testing and vaccination. This approach can build community capacity to reach underserved groups such as home bound residents and other adults 65+ years.
- Increasing behavioral health access in rural communities.
- Increasing supports and services for rural residents with long-haul COVID-19 symptoms.
- Design improvements to address rural residents who already face barriers to care exacerbated by COVID-19 such as transportation issues, childcare needs to make healthcare visits, limited access to relevant specialists, or being uninsured or under-insured, lack of technology to participate in telehealth interactions from home.
- Recovery from the COVID-19 impacts on healthcare, behavioral health, and public health workforce.
- Recovery from the COVID-19 impacts on key community assets integral to the health of the community.
- Youth strategies, such as structured activities or opportunities meant to assist recovery from the social isolation, depression and anxiety suffered during the pandemic.

PERFORMANCE REPORTING:

Performance reporting will be requested quarterly. **Guidance will be provided with all reporting requests.**

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendments(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply: "I. Federal Compliance" and "II. Standard Federal Assurances and Certifications". In the instance of inclusion of federal funds as a result of an amendment, the contractor may be designated as a "Subrecipient" and the effective date of the amendment shall also be the date at which these requirements go into effect.

1. **FEDERAL COMPLIANCE** - The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this contract for requirements specific to that fund source.) For clarification regarding any of these elements or details specific to the federal funds in this contract, contact:

Compliance and Internal Control Officer
Office of Financial Services
Department of Health
Post Office Box 47901
Olympia, Washington 98504-7901

1. **UNIFORM ADMINISTRATIVE GUIDANCE** – The Uniform Administrative Guidance (Supercircular) became effective December 26, 2014 and combines numerous OMB Circulars into one document. This document established requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the subrecipient. The Uniform Administrative Guidance provides the applicable administrative requirements, cost principles, and audit requirements are identified by subrecipient organization type.

Compliance Matrix

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Non-Profit Organizations	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F
Hospitals	2 CFR 200 Subpart D	45 CFR 74 Appendix E	2 CFR 200 Subpart F
Colleges or Universities & Affiliated Hospitals	2 CFR 200 Subpart D	2 CFR 200 Subpart E	2 CFR 200 Subpart F

2. **CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION** - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/ verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also

includes specific reporting requirements. Exemptions from the determination/verification requirement is afforded the following programs offered by the Department of Health: Family Planning, Breast, Cervical and Colon Health Program (BCCHP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. **CIVIL RIGHTS AND NONDISCRIMINATION** - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).
 4. **SINGLE AUDIT ACT** - A subrecipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Uniform Administrative Guidance (subpart F) as well as all applicable Federal and State statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program-specific audit for that year in accordance with the provisions of 2 CFR 200 Subpart F.
- II. **STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES** - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- B. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- D. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-- Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The Dangers of drug abuse in the workplace;
 - 2) The contractor's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notifying the agency in writing within ten calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
 Office of Grants Management
 WA State Department of Health
 PO Box 47905
 Olympia, WA 98504-7905

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying

Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

- C. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- A. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. B. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

CONTRACTOR'S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chair, Walla Walla Cou
ORGANIZATION NAME: (if applicable) Walla Walla County	DATE

FEDERAL ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF
MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE
SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the contractor, I certify that the contractor:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient

- records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §§874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Super circular 2CFR200, Subpart F.
18. Will comply with 2CFR200.216 - Prohibition on certain telecommunications and video surveillance services or equipment - as amended effective August 13, 2020, and any amendments to this section thereafter
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CONTRACTOR’S SIGNATURE IS REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chair, Walla Walla Cou
ORGANIZATION NAME: (if applicable) Walla Walla County	DATE

**DEPARTMENT OF HEALTH
Contractor/Vendor Certification
Proclamation 21-14 - COVID-19 Vaccination Certification
DOH Contract GVL26653**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in [RCW 43.06.220](#), issued [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021) and as may be amended thereafter. The Proclamation requires contractors/vendors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation.

I hereby certify, on behalf of the firm identified below, as follows

Walla Walla County Health Dept

CONTRACTOR/VENDOR has

A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION.

Explanation/Information/Definition

CONTRACTOR/VENDOR HAS A COVID-19 CONTRACTOR VACCINATION VERIFICATION PLAN THAT COMPLIES WITH THE VACCINATION PROCLAMATION. Contractor/Vendor:

1. Has reviewed and understands Contractor/Vendor's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021), as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Contractor/Vendor's personnel (including subcontractors) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Contractor/Vendor personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in-person and on-site at Department of Health premises that are performed by Contractor personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly exempted.
6. Has operational procedures in place to enable Contractor/Vendor personnel (including subcontractors) who perform contract activities on-site at Department of Health premises to provide

DEPARTMENT OF HEALTH
Contractor/Vendor Certification
Proclamation 21-14 - COVID-19 Vaccination Certification
DOH Contract GVL26653

compliance documentation that such personnel are in compliance with the above-referenced Proclamation;

7. Will provide to Agency, upon request, Contractor/Vendor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OR

CONTRACTOR/VENDOR DOES NOT HAVE A COVID-19 CONTRACTOR/VENDOR VACCINATION VERIFICATION PLAN. Contractor/Vendor does not have a current COVID-19 Contractor/Vendor Vaccination Verification Plan and, is not able to develop and provide a COVID-19 Contractor/Vendor Vaccination Verification Plan to ensure that personnel meet the COVID-19 vaccination requirements as set forth in the above-referenced Proclamation, and provide the same to Department of Health within twenty-four (24) hours of such request. [Note: Compliance with the Proclamation is mandatory and failure to comply could result in termination of contract/purchase order.]

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications on behalf of the firm listed herein.

Federal Funding Accountability and Transparency Act Data Collection Form

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System number (DUNS®). If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Department of Health (DOH) also encourages registration with the System for Award Management (SAM) to reduce data entry by both DOH and your organization. You may register with SAM free of charge at www.sam.gov. Information about your organization and this contract will be reported by DOH to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

SUBRECIPIENT

1. Legal Name Walla Walla County	2. DUNS Number 619 391 951
3. Principle Place of Performance 314 W. Main St.	
3a. City Walla Walla	3b. State WA
3c. Zip+4 99362-2821	3d. Country USA

4. Are you registered in SAM? YES (skip to signature block. Sign, date and return) NO

5. In the preceding fiscal year did your organization:

- a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
- b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; **and**
- c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

NO (skip to signature block. Sign, date and return)

YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative attests to the information.

Subrecipient's Authorized Representative Sign & Date	02/15/22
------------------------------------------------------	----------

DOH will not endorse your subaward until this form is completed and returned.

Federal Funding Accountability and Transparency Act Data Collection Form

FOR DEPARTMENT OF HEALTH USE ONLY

DOH Contract Number 26653

Contract Description (see instructions and example below)

Purpose statement: To lead and coordinate efforts to reduce Covid-19 related health disparities at the community level as described in Centers for Disease Control and Prevention (CDC) Grant National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities (CDC-RFA-OT21-2103). Implementation Leads will advance health equity in their communities and collaboratively work to reduce Covid-19 related health disparities, improve and increase testing and contact tracing for rural populations, and improve local capacity and services to prevent and control Covid-19 infection and transmission among populations who are rural and underserved. Work will focus in local service area, primarily in Walla Walla County.

Instructions for Contract Description:

In the first line of the description provide a title for the subrecipient contract that captures the main purpose of the work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the work, how the funds will be used, and what will be accomplished.

Example of a Contract Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.



MEMO

Date: Feb 15th 2022

Proposal ID: 2022 02-28 DCH-2

To: BOCC

Lead Staff: Krista Timm
Behavior Health Program Specialist

Nikki Sharp
Healthy Communities Manager

From: Dr. Kaminsky
Health Officer

Intent: Gain Approval to add county logo to 'no smoking and no vaping' signs for the City of College Place events.

Topic: Adding County logo to signs

Summary

The Department of Community Health (DCH) staff are collaboratively working with the City of College place to design signs for local events and are hoping to add Walla Walla County's logo to the signs. (See Attached example). Walla Walla County is not funding the signs.

The theme is "Young lungs at play." We are promoting the health and safety of our community members at public events as part of our prevention programs. This aligns with our DCH mission of always working to create a safer, happy, thriving Walla Walla County. This sign project also meets our contract deliverables for our Department of Health Youth Marijuana Prevention & Education contract.

The City of College Place would like to show and demonstrate that we as a community should have smoke free public events and the policy has other agency and jurisdiction supports in place.

Cost

\$0- funds will come from another agency partner

Funding- N/A

Alternatives Considered- Will remove logo if not allowed

Acquisition Method- N/A

Security- N/A

Access- N/A

Risk-

Possible controversial subject.

Benefits

County offers support to stakeholders that are navigating and leading an effort to reduce second-hand smoke at public events. County shows investment in work being done by DCH staff in prevention work.

Conclusion/Recommendation

Recommend the BOCC approve the addition of the county logo to event signs for City of College Place.

Submitted By

Nancy Wenzel, DCH

Disposition

Approved

Name Department Date

Approved with modifications

Needs follow up information

Name Department Date

Denied

BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up

YOUNG LUNGS AT PLAY!

Friendly reminder that this is a smoke-free event - no tobacco, vaping or nicotine use please.

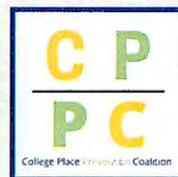
The City of College Place
Welcomes you to our Event!



¡PULMONES JÓVENES EN JUEGO!

Recordatorio amistoso de que está prohibido fumar en este evento
- gracias por no fumar, vapear ni usar productos de nicotina.

¡Bienvenidos a nuestro evento
de la Ciudad de College Place!



a) Public Hearing:

- 1) To consider adding Development Regulations Amendment Application ZCA21-001 to the 2021 Final Docket

b) Discussion and possible action/direction from the Board regarding above



Walla Walla County Community Development Department

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

Date: February 28, 2022
Prepared: February 23, 2022
To: Board of County Commissioners
From: Lauren Prentice, Director
RE: Public Hearing to consider inclusion/exclusion of Yellowhawk Resort WW, LLC. zoning code amendment application on Final Docket (ZCA21-001); proposal to amend WWCC Title 17, Zoning, to make Type 3 Winery and Country Inn a conditional use in the Rural Residential 5 zoning district.

Docketing Process for Annual Amendments

The purpose of the Preliminary Docket is to review the amendments based on initial criteria (shown below), staff does not complete a thorough technical analysis of the merits for each of the applications until the Final Docket.

Once the Final Docket is established by the Board of County Commissioners, the development regulations amendments on the Final Docket will be reviewed pursuant to Walla Walla County Code (WWCC) Sections 14.15.070, including environmental analysis under the State Environmental Policy Act (SEPA). Later a public information meeting will be held as required by Section 14.15.050B(2), followed by possible workshops and required public hearings with the Planning Commission and the Board of County Commissioners.

Review Criteria

WWCC Section 14.15.060D(3) – Development Regulation Amendment Criteria

- a. The amendment is consistent with the comprehensive plan;
- b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
- c. The amendment is appropriate for consideration at this time.

Attachments and background materials

Items below with asterisks have been provided to the Board at past meetings or electronically but are listed here for the record; these documents are available upon request or via the County website.

- A. Public Comments from Connie Vinti dated February 14, 2022
- B. Public Comments from Dorothy Knudson dated February 18, 2022 (two emails)
- C. Notice of Public Hearing and Certificate of Notification
- D. Planning Commission Resolution 21-02*
- E. Planning Commission Meeting Minutes - October 6, 2021*
- F. Staff Report to BOCC for February 14, 2022, Meeting*
- G. Staff Report for October 6, 2021, Preliminary Docket Planning Commission Public Hearing*
- H. ZCA21-001 Application*
- I. SEPA21-004 Environmental Checklist*

Summary of Proposal

The application includes one proposed amendment to Title 17.

1. Amend Section 17.16.014, Permitted Uses Table, to allow for Type III Wineries to be located in the Rural Residential 5-acre (RR-5) zoning district via the conditional use permit process.

The proposal would amend Section 17.16.014 – Permitted Uses Table to make Type III Winery an allowed use in the Rural Residential 5-acre (RR-5) district via the conditional use permit process. Currently this use is only allowed in the Rural Residential Mill Creek 5-acre (RRMC-5) zoning district. Although they are both rural residential zoning districts with a 5-acre minimum lot size, there are differences in rural character and policy between the RR-5 and RRMC-5 districts. The RRMC-5 district purpose statement specifically states that “commercial uses appropriate for the agricultural nature of the area” may be allowed, whereas the RR-5 purpose statement does not explicitly state this. The “typical uses” listed for RR-5 in the purpose statement prioritizes small-scale farms, dispersed single-family homes, and recreation. Of course, “other uses” are allowed in the RR-5 district as well, including Type 1 and 2 Wineries and Type 1 and Type 2 Bed and Breakfasts.

Staff Recommendation

At the October 6, 2021, Planning Commission meeting, staff recommended to the Planning Commission that this application be *considered for inclusion* on the Final Docket.

Planning Commission Recommendation

The Planning Commission voted unanimously, with one member absent, to recommend that the Board of County Commissioners *not include* the application in the Final Docket.

Public Comments

During the October 6 Planning Commission Preliminary Docket public hearing 5 people, including three project representatives, spoke in favor of the application. Six members of the public, who own property near the Yellowhawk Resort on Old Milton Highway, spoke in opposition.

No written public comments were submitted prior to the Planning Commission recommendation, but a few comment letters have been recently submitted and are attached.

Lauren Prentice

From: Walla Walla County Commissioners
Sent: Monday, February 14, 2022 7:58 AM
To: Connie Vinti
Cc: Lauren Prentice
Subject: RE: Planning Commission recommendation(s) re: ZCA21-001 (Preliminary Docket for 2021)

Thank you for your email.

From: Connie Vinti <connie.vinti@gmail.com>
Sent: Friday, February 11, 2022 1:36 PM
To: Walla Walla County Commissioners <wwcocommissioners@co.walla-walla.wa.us>
Cc: Lauren Prentice <lprentice@co.walla-walla.wa.us>
Subject: Planning Commission recommendation(s) re: ZCA21-001 (Preliminary Docket for 2021)

Please again uphold your appointed county planning commission and do NOT allow the newest application (ZCA21-01 by Yellowhawk Resort LLC) under a different name but with the same information, to move forward to amend Walla Walla County Code 17.16.014 regarding Type III wineries.

As submitted in 2020 the request (ZCA20-001 by J. B. George LLC) was denied with much good reasoning, and virtually the same application, this time submitted by Yellowhawk Resort LLC for the same property, was also turned down by the planning commission, which body discussed it and had many concerns over inconsistencies, etc. The staff report also brought up several points where the proposal did not exactly conform to adopted planning policies. Additionally, it appears information provided by the applicant was somewhat disingenuous.

I will not belabor the point; you have the information. I sincerely hope you will not overturn the planning commission recommendation by allowing this concerning proposal to move forward. Thank you.

Lauren Prentice

From: Dorothy Knudson <dpknud@hotmail.com>
Sent: Friday, February 18, 2022 6:45 AM
To: Lauren Prentice
Subject: Yellowhawk Resort

The planning commission is not in favor of their becoming a Type 3 winery. That seems a good decision to me. As I recall the reason the status was granted to Abeja is because of their specific geography. Traffic on Old Milton Highway is heavy enough already. I think changing status on Yellowhawk could be the cause of more accidents, possibly deaths.

Sent from my iPad

Lauren Prentice

From: Dorothy Knudson <dpknud@hotmail.com>
Sent: Friday, February 18, 2022 4:02 PM
To: Lauren Prentice
Subject: Yellow hawk Resort

I want to add a little detail to my earlier email. Abeja is in the unique narrow configuration of the Mill Creek and Mill Creek road. That area does not lend itself to regular farming as well.

Sent from my iPad

Walla Walla County Community Development Department

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

Certificate of Notification

File Number: ZCA21-001

Site Address: Unincorporated County

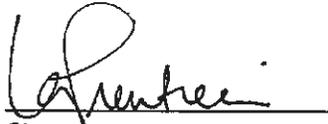
Type of Notice: Notice of Public Hearing BOCC (Preliminary Docket) - 2/28/2022

Proof of Publishing

I certify under penalty of perjury under the laws of the State of Washington that the content of the above form of notice was

- Published in the official gazette (Union Bulletin) on: 2/18/2022
- Published on the CDD website on the following date: 2/16/2022

Lauren Prentice
Printed Name


Signature

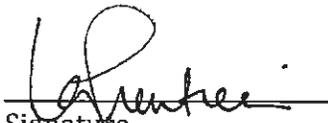
2/23/2022
Date

Proof of Mailing

I certify under penalty of perjury under the laws of the State of Washington that the content of the above form of notice was

- Mailed to parties of record (see attached list) on the following date: 2/16/2022

Lauren Prentice
Printed Name


Signature

2/23/2022
Date

11:45 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business to come before the Board

12:00 RECESS

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Proposal 2022 02-28 HR/RM Restructure of Human Resources/Risk Management Office
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)) and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

1:45 PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

2:30 COUNTY SHERIFF

Mark Crider

- a) Workshop re 2022 budget increase for up to two new lateral deputy positions
- b) Discussion and possible action/direction from the Board regarding above

2:45 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business to come before the Board

- A D J O U R N -

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

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