

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, JUNE 20, 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.

1:15 P.M. COUNTY COMMISSIONERS

Chairman Kimball

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

- a) Roll call and establish a quorum
- b) Silence cell phones
- c) Approval of agenda
- d) Declarations re: conflict of interest
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- h) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for June 13 and 14, 2022 and Special Meeting, June 15, 2022
 - 2) Resolution – Approving Amendment No. 6 to the Washington State Department of Corrections Contract No. K9417
 - 3) Resolution – Approving acceptance of Walla Walla County Wildland Urban Interface Defensible Space Hazard Mitigation Project grant funds
 - 4) Payroll action and other forms requiring Board approval
- i) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4240331 in the amount of \$23,228.75 (draw taxes)
 - 2) Proposal 2022 06-20 CDD Approval of a contract between Walla Walla County and Paymentus for electronic payment processing for eTRAKIT
- j) Miscellaneous business to come before the Board

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
AMENDMENT NO. 6 TO THE
STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
CONTRACT NO. K9417

RESOLUTION NO. **22**

WHEREAS, the State of Washington, Department of Corrections, has offered Amendment No. 5 to Walla Walla County Corrections to extend the period of performance, amend the bed rate to reflect a 5% increase for each contract year and add data sharing terms and conditions effective July 1, 2022; and

WHEREAS, the Walla Walla County Director of Corrections has reviewed said Amendment and recommends approval; and

WHEREAS, said Amendment was submitted to the County Prosecuting Attorney's office and Risk Manager for review; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Amendment No.6 to Contract No. K9417.

Passed this 20th day of June, 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*



**Washington State
Department of Corrections**

**Contract No. K9417
Amendment No. 6**

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as "Department," and Walla Walla County, hereinafter referred to as the Contractor, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the "Contractor."

WHEREAS the purpose of this Contract Amendment is to extend the period of performance, amend the bed rate to reflect a 5% increase for each contract year and add data sharing terms and conditions.

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree that:

The following sections are amended, in part, as follows:

Section 2.1 Term. This Agreement supersedes all previous oral and written contracts and agreements between the Parties relating to the confinement, care, and treatment of Department offenders. This Agreement commences on January 1, 2012, and continues through ~~((June 30, 2022))~~ June 30, 2024, unless terminated by either Party pursuant to this Contract.

Section 2.4 Per Diem Billing. The per diem rate is \$71.07 per Department offender through December 31, 2016; effective January 1, 2017, the per diem rate will be \$73.20 through December 31, 2017 and effective January 1, 2018 the per diem rate will be \$75.40 through December 31, 2018. Beginning January 1, 2019 the per diem rate will be \$77.66 through December 31, 2019; beginning January 1, 2020, the per diem rate will be \$79.99 through December 31, 2020. Beginning January 1, 2021 through June 30, 2022, the per diem rate is \$83.99 per Department offender. The per diem rate for July 1, 2022 to December 31, 2022 is \$83.99, and the per diem rate for January 1, 2023 to December 31, 2023 is \$88.19. The per diem rate for January 1, 2024 to June 30, 2024 is \$92.60. [...]

The DATA SHARING AND ACCESS TO INFORMATION TECHNOLOGY RESOURCES TERMS AND CONDITIONS, which is attached hereto and incorporated herein, is added to the Agreement as ATTACHMENT D and incorporated into the Contract as though fully set forth therein.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this Amendment is **July 01, 2022**.

THIS CONTRACT AMENDMENT, consisting of two (2) pages and one (1) attachment, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**WALLA WALLA COUNTY
CORRECTIONS**

DEPARTMENT OF CORRECTIONS

Norris Gregoire, Director DATE

Daryl A. Huntsinger DATE
Contracts Administrator

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

Jenny Mayberry, Commissioner DATE

Gregory Tompkins, Commissioner DATE

Todd Kimball, Commissioner DATE

ATTEST:

Dianne L. Harris, DATE
Clerk of the Board

Approved as to Form: This Amendment format was approved by the office of the Attorney General. Approval on file.

**DATA SHARING AND ACCESS TO INFORMATION
TECHNOLOGY RESOURCES TERMS AND CONDITIONS**

1. GENERAL

- 1.1 The purpose of the Data Sharing and Access to Information Technology Resources Terms and Conditions is to set forth the terms and conditions under which the Department of Corrections ("WADOC") will allow the restricted use of its confidential information to Walla Walla County ("Requestor"), and under which Requestor may receive and use the confidential information. This Agreement further sets forth the terms and conditions under which WADOC will allow the restricted use of and access to its information technology (IT) resources ("IT Resources") and under which Requestor may access and use those IT Resources. This Agreement ensures that confidential information and access to IT resources are provided, protected, and used only for purposes authorized by this Agreement and in accordance with state and federal law.
- 1.2 WADOC may provide Requestor with confidential information necessary for Requestor to perform the Agreement, including Protected Health Information of individuals under the jurisdiction of the Department.
- 1.3 The data to be shared under this Agreement may include Category 3 – Confidential Information and Category 4 – Confidential Information Requiring Special Handling, based upon classification categories developed by the Washington State Office of the Chief Information Officer (hereinafter referred to as "OCIO"). Data will be on an individual-level and non-aggregated, with personal identifiers. All data and information provided to Requestor by Department pursuant to this Agreement is hereinafter referred to as "WADOC Data."

2. USE OF DATA AND IT RESOURCES

- 2.1 Requestor and its employees, agents, volunteers, contractors, and subcontractors (collectively referred to herein as "Requestor") with access to WADOC Data and/or IT Resources shall access and use such data and/or resources only for the purposes set forth in this Agreement. This Agreement does not constitute a release of WADOC Data and/or IT Resources for Requestor's discretionary use. WADOC Data and IT Resources may be accessed only to carry out the responsibilities specified herein. Any ad hoc analyses or other use of WADOC Data or IT Resources not specified in this Agreement is not permitted without the prior written agreement of WADOC.
- 2.2 Requestor shall comply with the policies, standards, and guidelines of the OCIO; WADOC Policy 280.310 – Information Technology Security; WADOC Policy 280.515 – Data Classification and Sharing; the terms and conditions set forth in this Agreement; and all applicable state and federal laws in its treatment of WADOC Data and IT Resources.
- 2.3 Neither the state of Washington nor WADOC guarantee or warrant the accuracy, timeliness, or completeness of WADOC Data. Requestor understands and assumes all risks and liabilities of use and misuse of WADOC Data or IT Resources by Requestor.

- 2.4 Requestor shall not use, transfer, sell, or otherwise disclose WADOC Data gained by reason of this Agreement for any purpose that is not directly connected with the purpose, justification, and permitted uses of this Agreement, except as provided by law or with the prior written consent of WADOC and the individual or personal representative of the individual who is the subject of the WADOC Data, if any.
- 2.5 (Omitted.)
- 2.5.1 (Omitted.)
- 2.5.2 (Omitted.)
- 2.5.3 (Omitted.)
- 2.6 Requestor is not authorized to update or change any WADOC Data, and any updates or changes to WADOC Data shall be cause for immediate termination of this Agreement.
- 2.7 PUBLICATION OF WADOC DATA.
- 2.7.1 Any and all reports utilizing or derived from WADOC Data shall be subject to review by WADOC prior to publication or presentation. Requestor shall provide all draft materials to WADOC for review of usability, data sensitivity, data accuracy, completeness, and consistency with WADOC standards at least twenty (20) working days prior to the presentation or publication of any report utilizing or derived from WADOC Data.
- 2.7.2 Requestor shall include the following statement with any publication utilizing or derived from WADOC Data:
- "This material utilizes confidential information from the Washington State Department of Corrections (WADOC). Any views expressed here are those of the author(s) and do not necessarily represent those of the WADOC or other data contributors. Any errors are attributable to the author(s)."
- 2.8 Any data that is derived from WADOC Data or which could not have been produced but for the use of WADOC Data shall be considered WADOC Data and is subject to the terms and conditions set forth in this Agreement.
- 2.9 The requirements in this section shall survive the termination or expiration of this Agreement or any subsequent agreement intended to supersede this Agreement.
3. DATA SECURITY
- 3.1 PROTECTION OF DATA. All electronic data provided by WADOC shall be stored on an encrypted hard drive in a secure environment with access limited to the fewest number of staff needed to complete the purpose of this Agreement.
- 3.1.1 Workstation hard disk drives. Data stored on local workstation hard disks shall be encrypted with a FIPS approved cryptographic algorithm. Access will be restricted to authorized users

by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.

- 3.1.2 Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders shall be encrypted with a FIPS approved cryptographic algorithm. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Backup copies must be encrypted if recorded to removable media.
- 3.1.3 Optical discs (e.g., CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by WADOC on optical discs that will be used in local workstation optical disc drives and will not be transported out of a secure area shall be encrypted with a FIPS approved cryptographic algorithm. When not in use, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key combination, or mechanism required to access the contents of the container. Workstations which access WADOC Data on optical discs must be located in an area accessible only to authorized individuals, with access controlled through use of key, card key, combination lock, or comparable mechanism.
- 3.1.4 Optical discs (e.g., CDs, DVDs, Blu-Rays) in drives or other devices attached to a network. Data provided by WADOC on optical discs that will be used in drives or other devices attached to a network shall be encrypted with a FIPS approved cryptographic algorithm. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. The optical discs must be located in an area accessible only to authorized individuals, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 3.1.5 Paper documents. Any paper records must be protected by storing the records in a secure area accessible only to authorized individuals. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 3.1.6 Portable Devices. Within this Agreement, portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers. Portable media includes, but is not limited to optical media (e.g., CD's, DVD's, Blu-Rays), magnetic media (e.g., floppy disks, Zip or Jaz disks or drives), and flash media (e.g., Compact Flash, SD Card, MMC).
 - Requestor shall not store WADOC Data on portable devices or portable media unless specifically authorized within this Agreement. If so authorized, the Requestor shall:

- Encrypt the data with a FIPS approved cryptographic algorithm.
- Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
- Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is twenty (20) minutes.
- Physically protect the portable device(s) and/or media by keeping them in locked storage when unused; using check-in/check-out procedures when device or other media is being shared; taking frequent inventories of media, and access to media by users.
- When being transported outside of a secure area, portable devices and media with confidential WADOC Data must be under the physical control of Requestor's staff with authorization to access the data.

3.1.7 Backup Data Storage

3.1.7.1 WADOC Data may be stored on Portable Devices that meet the requirements for such storage as part of Requestor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during normal backup operations. If backup media is retired while WADOC Data still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements of this Agreement.

3.1.7.2 Data may be stored on non-portable media (e.g., Storage Area Network drives, virtual media, etc.) that meet the requirements for such storage as part of a Requestor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this Agreement. If this media is retired while WADOC Data still exists upon it, the WADOC Data will be destroyed at that time in accordance with the disposition requirements of this Agreement.

3.1.8 Cloud Storage. WADOC Data requires protections equal to or greater than those specified in this agreement. Cloud storage of WADOC Data is problematic as neither DOC nor the Requestor has control of the environment in which the WADOC Data is stored. For this reason:

3.1.8.1 WADOC Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

- (1) Requestor has written procedures in place and governing the use of Cloud storage and Requestor attests in writing that all such procedures will be uniformly followed.
- (2) WADOC Data will be Encrypted while within the Requestor's network.

- (3) WADOC Data will remain Encrypted during transmission to the Cloud.
- (4) WADOC Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (5) Requestor will possess a decryption key for the WADOC Data and the decryption key will be possessed only by Requestor and/or DOC.
- (6) WADOC Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DOC network or Requestor's network.
- (7) WADOC Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DOC's network or Requestor's network.

3.1.8.2 WADOC Data will not be stored on an Enterprise Cloud storage solution unless either:

- (1) The Cloud storage provider is treated as any other subcontractor and agrees in writing to all the requirements within this Attachment; or
- (2) The cloud storage solution used is FedRAMP certified.

3.1.8.3 If WADOC Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to storing WADOC Data in their Cloud solution.

3.1.8.4 Definitions. The words and phrases used in this provision shall have the following definitions:

- (1) "Business Associate Agreement" means an agreement between DOC and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
- (2) "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- (3) "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a

key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

- (4) "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

3.2 SYSTEM PROTECTION. To prevent the compromise of systems that contain WADOC Data or through which WADOC passes:

- 3.2.1 Systems containing WADOC Data must have all security patches or hotfixes applied within three (3) months after such patches or hotfixes are made available.
- 3.2.2 Requestor must have a process to ensure that the requisite patches and hotfixes have been identified and applied within the required timeframe.
- 3.2.3 Systems containing WADOC Data shall have anti-malware application installed, if such an application is available.
- 3.2.4 Anti-malware software shall be kept up to date. The product, anti-virus engine, and any malware database used will be no more than one (1) update behind the most current version.
- 3.2.5 Requestor's patch management process must meet or exceed the then-current standards promulgated by the National Institute of Standards and Technology (NIST), which may be found at the time of drafting in NIST Special Publication 800-40.
- 3.2.6 The system architecture must provide continuous monitoring of both internal and external activity for anomalies and identify, report, and defend against security intrusions before data is compromised.
- 3.2.7 Requestor shall conduct penetration tests at least once every twenty-four (24) months, system vulnerability assessments at least monthly, and application vulnerability assessments prior to the production release of any changes to source code.
- 3.2.8 Requestor's application/system development practices must be consistent with those promulgated by NIST for low to moderate impact systems, which may be found in NIST SP 800.64 at the time of drafting.
- 3.2.9 Requestor warrants that its application/system does not contain any of the Open Web Application Security Project's top ten (10) vulnerabilities.
- 3.2.10 Requestor has a practice of systematic collection, monitoring, alerting, maintenance, retention, and disposal of security event logs and application audit trails. Logs and audit trails are written to an area inaccessible to system users and are protected from editing. At a minimum, the logs and audit trails must provide historical details on all transactions within the system that are necessary to reconstruct activities, including, but not limited to, recording the type of

event, date, time, account identification, and machine identifiers for each logged transaction. Audit and log files can be analyzed by type in order to find emerging issues or trends. Requestor's system must trigger immediate notification to appropriate system administrators for severe incidents. Logs must be secured against unauthorized changes. Logs must be retained for at least six (6) months.

3.3 SAFEGUARDS AGAINST UNAUTHORIZED USE AND RE-DISCLOSURE OF DATA. Requestor shall exercise due care to protect all data from unauthorized physical and electronic access. Both parties shall establish and implement the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement:

- 3.3.1 Access to information provided by WADOC will be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in this Agreement and/or contract which this Agreement concerns.
- 3.3.2 Requestor will store the information in an area that is safe from access by unauthorized persons during work hours as well as non-work hours, or when otherwise not in use.
- 3.3.3 Requestor will design, implement and maintain an information security program designed to meet at least an industry standard ability to protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal, or other means.
- 3.3.4 Requestor shall take precautions to ensure that only authorized personnel and agents are given access to files containing confidential or sensitive data.
- 3.3.5 Requestor shall take due care and reasonable precautions to protect WADOC Data from unauthorized physical and electronic access.
- 3.3.6 Both parties shall meet or exceed the requirements set forth in the OCIO's policies and standards for data security and access controls to ensure the confidentiality, availability, and integrity of all data accessed.

4. DATA SEGREGATION

- 4.1. WADOC Data provided pursuant to this Agreement must be segregated or otherwise distinguishable from non-WADOC Data. This requirement ensures that all WADOC Data can be identified for return or destruction upon expiration, termination, or completion of work under this Agreement. It also aids in determining whether WADOC Data has or may have been compromised in the event of a security breach.

4.2. METHODS OF DATA SEGREGATION.

- 4.2.1 Electronic Media. If WADOC Data is stored on electronic media (e.g., hard disk, optical disc, magnetic tape):

- 4.2.1.1 Such electronic media shall contain only WADOC Data; or

4.2.1.2 WADOC Data shall be stored in a partition or folder or other logical container dedicated to WADOC Data;

4.2.2 Database. If WADOC Data is stored in a database:

4.2.2.1 Such database shall contain only WADOC Data; or

4.2.2.2 WADOC Data shall be distinguishable from non-WADOC Data by the value of a specified field or fields within database records.

4.3 Paper Documents. If WADOC Data is stored as physical paper documents, such documents shall be physically segregated from non-WADOC Data and secured in a drawer, folder, or other container, with access limited to only authorized individuals.

4.3 When it is not feasible or practical to segregate WADOC Data from non-WADOC Data using the methods set forth above, then both the WADOC Data and the non-WADOC Data with which it is commingled must be protected as described for WADOC Data in this Agreement.

5. DATA CONFIDENTIALITY

5.1 Requestor acknowledges the personal or confidential nature of the information and agrees that all employees, agents, volunteers, contractors, and subcontractors with access to WADOC Data, and third parties with whom WADOC Data is shared, shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the WADOC Data. Requestor is responsible for ensuring all such employees, agents, volunteers, contractors, subcontractors, and third parties are aware of and abide by the data use and security provisions set forth in this Agreement and any amendments, attachments, or exhibits hereto. Requestor is responsible for timely providing the Department with duly executed Statements of Confidentiality and Non-Disclosure and Certifications of Data Disposition for all such employees, agents, volunteers, contractors, subcontractors, and third parties. Requestor acknowledges that the failure to meet the requirements set forth in this section is, at WADOC's discretion, cause for termination.

5.2 (Omitted.)

5.2.1 (Omitted.)

5.2.2 (Omitted.)

5.3 PENALTIES FOR UNAUTHORIZED DISCLOSURE OF INFORMATION.

In the event Requestor fails to comply with any material term of this Agreement, WADOC shall have the right to take any and all actions to remedy such failure and its effects that WADOC, in its sole discretion, deems reasonable under the circumstances. Any costs, fees, or expenses, including legal costs, incurred by WADOC as a result of Requestor's failure to comply with the terms of this Agreement shall be recoverable from Requestor. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law and to legal remedies available to parties injured by unauthorized disclosure.

6. INCIDENT NOTIFICATION AND RESPONSE

- 6.1 The compromise or potential compromise of WADOC Data that may be a breach that requires notice to affected individuals under RCW 42.56.590, RCW 19.255.010, or any other applicable breach notification law or rule must be reported to the WADOC Contract Manager and WADOC Chief Information Security Officer in writing within one (1) business day of discovery.
- 6.2 If Requestor does not have full details about the incident, it will report what information it has and provide full details as soon as possible but no later than ten (10) business days after the date of discovery. To the extent possible, these initial reports must include at least:
 - 6.2.1 The nature of the unauthorized use or disclosure, including a brief description of the event of unauthorized use or disclosure, the date of the event, and the date of discovery.
 - 6.2.2 A description of the types of information involved.
 - 6.2.3 The investigative and remedial actions Requestor or its subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence.
 - 6.2.4 Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 19.255.010, RCW 42.56.590, or any other applicable breach notification law or rule.
 - 6.2.5 Any other information WADOC reasonably requests.
- 6.3 As soon as reasonably practicable, Requestor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or WADOC.
- 6.4 If, in the sole judgment of WADOC, notifications to individuals must be made, Requestor will further cooperate and facilitate notification to required parties, which may include notification to affected individuals, the media, the Attorney General's Office, or other authorities based on applicable law.

At WADOC's discretion, Requestor may be required to directly fulfill notification requirements, or if WADOC elects to perform the notifications, Requestor must reimburse WADOC for all associated costs.
- 6.5 Requestor is responsible for all costs incurred in connection with a security incident, privacy breach, or potential compromise of WADOC Data, including, but not limited to:
 - 6.5.1 Computer forensics assistance to assess the impact of a data breach, determine root cause, and help determine whether and the extent to which notification must be provided to comply with breach notification laws.
 - 6.5.2 Notification and call center services for individuals affected by a security incident or privacy breach, including fraud prevention, credit monitoring, and identity theft assistance.
 - 6.5.3 Regulatory defense, fines, and penalties from any claim in the form of a regulatory proceeding resulting from a violation of any applicable privacy or security laws or regulations.

- 6.6 Requestor's obligations regarding incident notification survive the termination of this Agreement and continue for as long as Requestor maintains WADOC Data and for any breach or potential breach, at any time.

7. DISPOSITION OF DATA

- 7.1 TIME OF DISPOSAL. Requestor shall immediately dispose of WADOC Data upon: (a) the expiration of the Agreement; (b) the termination of the Agreement; (c) the completion of work that required the data; and (d) one (1) year from the date the WADOC Data was made available to Requestor.

- 7.2 METHOD OF DISPOSAL. At WADOC's option, the disposal required in this section may be accomplished by the destruction of WADOC Data, the return of WADOC Data to WADOC, or a combination of both. Requestor shall perform all other actions WADOC determines necessary to protect WADOC Data. If WADOC does not specify a preferred method of disposal, Requestor shall destroy the WADOC Data.

- 7.3 (Omitted.)

7.4 METHODS OF DESTRUCTION.

7.4.1 Paper Documents.

- 7.4.1.1 Paper documents containing Category 3 data may be recycled by a contracted recycling firm, provided that the contract ensures the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

- 7.4.1.2 Paper documents containing Category 4 data shall be destroyed by on-site shredding, pulping, or incineration.

- 7.4.2 Optical Discs. Optical discs containing Category 3 or Category 4 data shall be destroyed by on-site incineration, shredding, or complete defacement of the readable surface with a coarse abrasive.

- 7.4.3 Magnetic Tapes. Magnetic tapes containing Category 3 or Category 4 data shall be destroyed by incineration, crosscut shredding, or degaussing.

- 7.4.4 Server and Workstation Hard Drives. Category 3 and Category 4 data stored on server and workstation hard drives, and other similar media, shall be destroyed by a data erasure or sanitation utility that overwrites the data at least three (3) times using either random or single character data, the degaussing of the hard drive or media sufficient to ensure that the data cannot be retrieved or reconstructed, or the complete physical destruction of the hard drive or media such that the content cannot be retrieved or reconstructed.

- 7.4.5 Portable Media. Category 3 and Category 4 data stored on portable media shall be destroyed by a data erasure or sanitation utility that overwrites the data at least three (3) times using either random or single character data, the complete degaussing of the portable media

sufficient to ensure that the data cannot be retrieved or reconstructed, or the complete physical destruction of the portable media such that the content cannot be retrieved or reconstructed.

- 7.4.6 The requirements of this section shall survive the termination or expiration of this Agreement and any subsequent agreement intended to supersede this Agreement.

8. OFF-SHORE PROHIBITION

- 8.1 Requestor must maintain all hardcopies containing WADOC Data in the United States.
- 8.2 Requestor may not directly or indirectly (including through subcontractors) transport or maintain any WADOC Data, hardcopy or electronic, outside the United States unless it has advance written approval from the Department.

9. ON-SITE OVERSIGHT AND RECORDS MAINTENANCE

During the term of this Agreement, WADOC may, during normal business hours and upon reasonable written notice, audit, monitor, and review Requestor's activities and processes relevant to its obligations under this Agreement to ensure compliance therewith, within the limits of Requestor's technical capabilities. Requestor agrees to provide WADOC access to information, materials, and equipment necessary to audit, monitor, and review Requestor's activities and processes. Requestor shall cooperate with WADOC in the performance of any such audit, monitor, or review of Requestor's activities and processes.

Both parties hereto shall retain all records, books, and documents related to this Agreement for six (6) years, except for data disposed of in accordance with this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during the term of this Agreement.

10. RIGHTS IN DATA

Unless otherwise provided herein, this Agreement will not be construed to effect any transfer of right or license to the embodiments of the WADOC's Data, except to the limited extent necessary to carry out the responsibilities specified in the Agreement.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
ACCEPTANCE OF WALLA WALLA
COUNTY WILDLAND URBAN
INTERFACE DEFENSIBLE SPACE
HAZARD MITIGATION PROJECT
GRANT FUNDS

RESOLUTION NO. **22**

WHEREAS, the Federal Emergency Management Agency (FEMA) have offered to provide funding through Washington State Emergency Management division to Walla Walla County Emergency Management Department in the amount of \$34,312.50 for 75% of a \$45,750 fuels reduction project; and

WHEREAS, Washington State Emergency Management Division have offered to cover half of the 25% cost share for this program by funding \$5,715.75 of the total project cost; and

WHEREAS, Walla Walla County Wildland Urban Interface (WUI) Defensible Space Hazard Mitigation Project grant funding is provided to Walla Walla County Emergency Management to perform fire threat assessments and vegetative manipulation to reduce the fire hazard within the WUI area; and

WHEREAS, a local match by Walla Walla County Emergency Management Department is required in the amount of \$5,718.75, and is available from existing local contributions; and

WHEREAS, Liz Jessee, Walla Walla County Emergency Management Director, is authorized to sign contracts with said entities, and Liz Jessee and Patrick Purcell are authorized to request reimbursements from these entities, on behalf of Walla Walla County; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said contract and reimbursement authority be approved.

Passed this 20th day of June, 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

Emergency Management Department

27 N. 2nd Avenue
Walla Walla, WA 99362
Phone: (509) 524-2900 • Fax: (509) 524-2910
www.wwemd.info

LIZ JESSEE
Director

PATRICK PURCELL
Coordinator

Memo

To: Board of Walla Walla County Commissioners
From: Liz Jessee
Date: June 9, 2022
Re: Hazard Mitigation Grant

I am requesting your authorization to sign contract D22-026 with Washington State Emergency Management Department for a Hazard Mitigation Grant Program (HMGP) contract.

The Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions to reduce the risk of loss of life and property. Emergency Management will partner with Walla Walla County Fire District 4 for targeted fuels mitigation/reduction work in a strategically selected area within the Wildland Urban Interface in Walla Walla County. The project will mitigate wildfire hazard through fuels reduction around structures. Participation by landowners is voluntary. A representative from the Fire District will inspect the structures and property of interested landowners and provide a treatment prescription. A work crew will implement the prescription by performing the labor, which will include brushing, thinning and limbing trees, removal of dead vegetation, and chipping the debris. As a cost-effective measure, we plan to utilize Washington State Department of Corrections work crews to perform the labor.

The total grant amount is \$45,750. The federal share for this grant program is 75%, \$34,312.50. The State of Washington will cover half of the 25% cost share, \$5,718.75, leaving Walla Walla County with a \$5,715.75 cost share.

Sincerely,

/s/

LIZ JESSEE

Director, Emergency Management

Walla Walla County
GRANT QUESTIONNAIRE

Date: 06/09/2022

Office/Department: Emergency Management

Contact Person: Liz Jessee

- 1) Name of Grant/Program FEMA Hazard Mitigation Grant Program
- 2) New Grant ☒ Renewing Grant ☐ Term (# of years) 2 yrs., 2 mos.
- 3) Is the grant unchanged, and does not require Current Expense funding?
(If Y, please skip to number 24) Y ☒ X ☐ N ☐
- 4) How will this grant benefit the county's citizens?
The project funded by this grant is intended to reduce the risk of wildland fire in the wildland urban interface.
- 5) Is this a program grant or an equipment grant?
Program grant.
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?
One-time only.
- 7) If this is a new grant how will the grant support a current program OR how will the program change?
The grant will support disaster preparedness and mitigation in the county. No change.
- 8) Does this grant require up front funds? Y ☐ N ☒
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

- 9) How many employees (new or current) will be paid by the grant? N None C \$2,287.50
of Director's Salary for Grant Management
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? _____
- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y ☐ N ☐ If so, what?
In-kind.

- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? N/A Y_____ N_____
- 12) What fund would support a cash match (if required)? _____ N/A _____
- 13) If required what is the TOTAL cost of the match over the life of the grant? \$5,718.75 _____
- 14) What fund would support the administration of the grant? Administration is covered by the contract in the amount of \$2,287.50. _____
- 15) Will the grant allow for the County cost allocation plan to be funded? Y_____ N_____ Not sure
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?
No _____

- 17) Would the program require use of a county vehicle or personal vehicle? Y_____ N X _____
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance?
Y_____ N_____
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y_____ N X _____ If so, what activities?

- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y_____ N X _____ If so, what obligations?

- 21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)
None identified
- 22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y_____ N X _____ If so, what is the funding source for consultant fees?

23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

Program ceases once grant has expired.

24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

See attached E22-026 WWEM HMPG Consent Memo.

Official signature of requesting office/department:

/s/ Liz Jessee
Elected Official/Department Head

June 9, 2022
Date

FOR COMMISSIONERS' OFFICE USE ONLY

Approved by: _____
Chair, Board of County Commissioners

Date

Copies to: 1) Requesting Office/Department
2) Susan Dombrosky, Auditor's office
3) Commissioners' File

SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT
Camp Murray, Washington 98430-5122

Please read instructions on reverse side before completing this form.

NAME OF ORGANIZATION Walla Walla County Emergency Management	DATE SUBMITTED 06/20/2022
PROJECT DESCRIPTION Washington Military Department and FEMA Hazard Mitigation Grant Program	CONTRACT NUMBER D22-026

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Todd L. Kimball	Chair, Walla Walla County Board of Commissioners
	Gregory A. Tompkins	Walla Walla County Board of Commissioners
	Jennifer R. Mayberry	Walla Walla County Board of Commissioners

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Liz Jessee	Director

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Liz Jessee	Director
	Patrick Purcell	Coordinator

**Washington State Military Department
HAZARD MITIGATION GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: Walla Walla County Emergency Management 27 N. 2nd Ave Walla Walla, WA 99362		2. Total Grant Amount: \$45,750.00 F: \$34,312.50 S: \$5,718.75 L: \$5,718.75 SubMC: up to \$2,287.50		3. Grant Number: D22-026	
4. Subrecipient Contact, phone/email: Liz Jessee, (509) 524-2900 ljesssee@co.walla-walla.wa.us		5. Grant Start Date: February 1, 2022		6. Grant End Date: April 30, 2024	
7. Department Program Manager, phone/email: Tim Cook, (253) 512-7072 tim.cook@mil.wa.gov		8. Unique Entity ID (UEI): YVK1PH2ZKL3		9. UBI # (state revenue): 363-006-535	
10. Funding Authority: Washington State Military Department (the "DEPARTMENT"), and Federal Emergency Management Agency (FEMA)					
11. Funding Source Agreement #: FM-5320-12-R		12. Program Index # 714FF / 712FS		13. Assistance Listing # & Title: 97.039 (HMGP)	
14. Total Federal Award Amount: \$34,312.50 SubMC: up to \$2,287.50		15. Federal Award Date: February 1, 2022		16. TIN or SSN: 91-6001381	
17. Service Districts: (BY LEGISLATIVE DISTRICT): 16th (BY CONGRESSIONAL DISTRICT): 5th		18. Service Area by County(ies): Walla Walla County		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____			23. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER		
24. PURPOSE/DESCRIPTION: FEMA's Hazard Mitigation Grant Program provides grants for mitigation planning and cost-effective mitigation actions after a Presidential disaster declaration to reduce the risk of loss of life and property damage in future disasters. Title: Walla Walla County Defensible Space Project . The purpose of this Agreement is to provide funds to the SUBRECIPIENT for the herein proposed project as noted in Statement of Work and/or Description of the Project (Attachment 3), Project Development Schedule (Attachment 4), Project Budget (Attachment 5), and the FEMA approved project application, each of which are incorporated herein by this reference. The DEPARTMENT is the Recipient and Pass-through Entity of the Presidential Disaster Declaration #FEMA-FM-5320-WA project name FM-5320-12-R-WA Walla Walla County Defensible Space Project and FEMA State Agreement, which are incorporated by reference, and makes a subaward of Federal award funds to the SUBRECIPIENT pursuant to this Agreement. The SUBRECIPIENT is accountable to the DEPARTMENT for use of Federal award funds provided under this Agreement and the associated matching funds.					
IN WITNESS WHEREOF, the DEPARTMENT and SUBRECIPIENT acknowledge and accept the terms of this Agreement, exhibits, references and attachments hereto and have executed this Agreement as of the date and year written below. This Agreement Face Sheet; Special Terms & Conditions (Attachment 1); General Terms and Conditions (Attachment 2); Statement of Work and/or Description of Project (Attachment 3); Project Development Schedule (Attachment 4); Project Budget (Attachment 5); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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 the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable Federal and State Statutes and Regulations		5. Special Terms and Conditions			
2. DHS Standard Terms and Conditions		6. General Terms and Conditions, and,			
3. Presidential Declaration, FEMA State Agreement, and other associated documents		7. Other provisions of the contract incorporated by reference.			
4. Statement of Work and/or Project Description as outlined in FEMA approved Project Application					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military Department			Signature _____ Date _____ Liz Jessee Director, Walla Walla County EM		
APPROVED AS TO FORM:			APPROVED AS TO FORM:		
Signature on File _____ Date 4/17/2020 Brian E. Buchholz Assistant Attorney General			_____ Date _____		

**Washington State Military Department
SPECIAL TERMS AND CONDITIONS**

ARTICLE I. KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Liz Jessee	Name	Tim Cook
Title	Emergency Management Director	Title	State Hazard Mitigation Officer
E-Mail	ljesssee@co.walla-walla.wa.us	E-Mail	tim.cook@mil.wa.gov
Phone	509-524-2900	Phone	253-512-7072
Name	Patrick Purcell	Name	Matt Lebens
Title	Coordinator	Title	Hazard Mitigation Program Supervisor
E-Mail	ppurcell@co.walla-walla.wa.us	E-Mail	matthew.lebens@mil.wa.gov
Phone	509-524-2900	Phone	253-433-5293
Name		Name	
Title		Title	
E-Mail		E-Mail	
Phone		Phone	

ARTICLE II ADMINISTRATIVE REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the Presidential Disaster Declaration including, but not limited to, all criteria, restrictions, and requirements of the "FEMA State Agreement" published by FEMA and the federal regulations commonly applicable to FEMA grants, all of which are incorporated herein by reference. The FEMA Award Letter and its attachments are incorporated in this Agreement as Attachment 6.

The SUBRECIPIENT acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The SUBRECIPIENT agrees that it will not hold the DEPARTMENT, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

A. STATE AND FEDERAL REQUIREMENTS FOR HAZARD MITIGATION GRANTS:

The following requirements apply to all FEMA Hazard Mitigation Grants administered by the DEPARTMENT.

1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The SUBRECIPIENT must make a case-by-case determination whether each agreement it makes for the disbursement of HMGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.

2. PROJECT FUNDING

The DEPARTMENT will administer the Hazard Mitigation Grant Program and will pass through the federal match and commit the available state match. The SUBRECIPIENT will commit the required local match.

- a. The total cost of the project (total project cost) for the purposes of this Agreement is **\$45,750.00** dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less than above, the actual cost shall be substituted herein.
- b. The value of the contributions by the SUBRECIPIENT to the project shall be **\$5,718.75** dollars, or **12.5** percent, at minimum, of the total project cost. The SUBRECIPIENT's contributions may be cash or in-kind, must be from a non-federal source, must be reasonable, allowable and allocable, and must comply with all Federal requirements and regulations.
- c. When the DEPARTMENT enters into an agreement with the Federal Emergency Management Agency (FEMA) to contribute federal funds to this project, that federal contribution will be **\$34,312.50** dollars, or **75** percent of the total project cost, whichever is less.
- d. The value of the contributions by the DEPARTMENT to the project shall be **\$5,718.75** dollars, or **12.5** percent, at minimum, of the total project cost. The DEPARTMENT's contributions must be from a non-federal source and must comply with all Federal requirements and regulations.
- e. The Federal Emergency Management Agency (FEMA) has contributed federal funds for Subrecipient Management Costs (SubMC). SubMC includes costs for administering the grant and indirect costs. This federal contribution is in addition to the federal award for project costs and is suitable for 100% reimbursement for eligible expenses. The maximum amount available for SubMC is **\$2,287.50** dollars, limited to 5% of the eligible project expenditures for administrative, indirect, or overhead costs, whichever is less.
- f. The DEPARTMENT shall not be obligated to pay any amount beyond that set out in Subsections c, d, and e above, unless that additional amount has been approved in advance by both the DEPARTMENT and SUBRECIPIENT and is incorporated by written amendment into this Agreement.
- g. A written amendment will be required if the SUBRECIPIENT expects cumulative transfers between project budgets, as identified in the Project budget (Attachment 5) and the Statement of Work and/or description of Project (Attachment 3), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.

3. GRANT AGREEMENT PERIOD

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall only be those after the obligation of federal funds on **February 1, 2022** and shall terminate on **April 30, 2024**. This period shall be referred to herein as the Grant Agreement Period and/or Period of Performance, unless expressly stated otherwise. Costs incurred during the Grant Agreement Period shall include pre-award costs authorized in writing by FEMA as well as eligible costs incurred after the effective date of the Grant Agreement Period and before termination.

- a. The SUBRECIPIENT shall complete the project as described in the FEMA approved project application **FM-5320-12-R**, incorporated in and made a part of this Agreement by reference, and as described in Attachments 3, 4, and 5. In the event of extenuating circumstances, the SUBRECIPIENT may request, in writing, that the DEPARTMENT extend the deadline for Grant Agreement completion.
- b. The Grant Agreement Period shall only be extended by (1) written notification of FEMA approval of the Grant Agreement Period followed by execution of a mutually agreed written amendment, or (2) written notification from the DEPARTMENT to the SUBRECIPIENT addressing extensions of the Department's underlying federal grant performance period or to provide additional time for completion of the SUBRECIPIENT's project(s).
- c. No expenditure made, or obligation incurred, before or after the Grant Agreement Period shall be eligible, in whole or in part, for grant funds with the exception of pre-award costs

STATEMENT OF WORK AND/OR DESCRIPTION OF PROJECT

SUBRECIPIENT: Walla Walla County Emergency Management
PROJECT TITLE: Walla Walla County Defensible Space Project

The purpose of this project is for Walla Walla County Emergency Management to partner with Walla Walla County Fire District #4 for targeted fuels mitigation/reduction work in a strategically selected area within the WUI in Walla Walla County. The project will mitigate wildfire hazard through fuels reduction around structures. Participation by landowners is voluntary. A representative from the Fire District will inspect the structures and property of interested landowners and provide a treatment prescription. A work crew will implement the prescription by performing the labor, which will include brushing, thinning and limbing trees, removal of dead vegetation, and chipping the debris. After the work is completed, a maintenance plan will be developed. The grant will provide for 196 work days, or about 65 work days each year for three years, and provide mitigation for about 78 residences.

All Defensible Space work must occur within the FEMA-reviewed and approved Project Area Limits, and must be conducted in accordance with the terms and conditions of FEMA's award.

A specific and more detailed scope of work is found in the FEMA approved Project Application **FM-5320-12-R**, which is incorporated herein by reference.

Walla Walla County Emergency Management Agrees To:

1. Comply with the terms of this Agreement and all Attachments, including but not limited to, accomplish tasks and conditions outlined in the Statement of Work And/Or Description of Project-Attachment 3, comply with the Project Development Schedule-Attachment 4, and comply with the Project Budget-Attachment 5.
2. Submit quarterly reports that cover the previous three months no later than the 15th of the following month (or the next work day) in January, April, July and October until all requirements are fulfilled. Quarterly reports are required regardless of the level of work completed during the reporting period. Quarterly reports must include sufficient narrative to determine the degree to which the project has been implemented, the estimated time for completion, and significant developments such as delays or adverse conditions that might raise costs or delay completion, as well as favorable conditions allowing lower costs or earlier completion. Failure of the SUBRECIPIENT to submit a complete quarterly report within 15 days following the end of the quarter will result in suspension of all payments until a complete quarterly report is received by the DEPARTMENT.
3. Submit pen-and-ink signed, approved invoice vouchers (state form A-19) for eligible, reimbursable work completed, no more frequently than monthly and no less frequently than quarterly. Each billing must identify the task(s) completed and any other funding identification pertinent to the task(s), including match. Supporting documentation is required for all costs, to include tracking of staff time spent on the project through timesheets or other documentation approved by the DEPARTMENT; dated invoices from all contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation tracking in-kind contributions of personnel, equipment and supplies, if used on the project. Project costs must be tracked and reported by approved budget cost categories as found in Project Budget, Attachment 5. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19, along with documentation to substantiate all project costs.
4. Return by DEPARTMENT staff of invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation to staff within 15 calendar days of the staff's written request for additional documentation to support the reimbursement request.
5. Submit a signed final project report before final reimbursement is made by the DEPARTMENT.
6. **PROGRAMMATIC, ENVIRONMENTAL AND HISTORIC PRESERVATION CONDITIONS**

In completing this project, the SUBRECIPIENT must adhere to the following programmatic, environmental and historic preservation conditions:

- a. Scope of Work Change: Requests for changes to the Scope of Work after grant award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the application, the feasibility and effectiveness of the project, or reduce the Benefit Cost Ratio below 1.0. Requests must be supported by adequate justification, including a description of the proposed change; a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity.
- A proposed change to the approved Scope of Work (as presented in the FEMA approved project application) must be submitted to the DEPARTMENT and FEMA in advance of implementation for re-evaluation for compliance with National Environmental Policy Act (NEPA) and other Laws and Executive Orders. Prior approval for a change to the approved Scope of Work must be obtained from the DEPARTMENT and FEMA before the change is implemented. Failure to obtain prior approval for a revised Scope of Work could result in ineligibility of resulting costs.
- b. Comply with all applicable federal, state and local laws and regulations. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding provided by this Agreement.
- c. Ensure that all completed work is in compliance with applicable state and local buildings codes and flood damage prevention legislation.
- d. Monitor site work during ground-disturbing activities for evidence of potential archaeological resources that are uncovered. SUBRECIPIENT must halt the project in the event historically or archaeologically significant materials or sites (or evidence thereof) are discovered. By way of example, such evidence may include, but is not limited to, artifacts such as arrowheads, bone fragments, pottery shards, and features such as fire pits or structural elements. All reasonable measures must be taken to avoid or minimize harm to such resources until such time as the SUBRECIPIENT notifies the DEPARTMENT, and FEMA, in consultation with the State Historic Preservation Officer (SHPO) and appropriate Native American tribes, determines appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act. In addition, upon discovery of human skeletal remains, the SUBRECIPIENT is required by state law to notify the county coroner and local law enforcement in the most expeditious manner possible and to immediately stop any activity which may cause further ground disturbance.
- e. Determine the presence of hazardous materials and/or toxic waste, and identifying, handling, managing, abating and disposing of such materials in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies, including but not limited to the Washington Department of Ecology. Such materials may include, but are not limited to, asbestos, lead-based paint, propane cylinders, sand blasting residue, discarded paints and solvents, cleaning chemicals, containers of pesticides, lead-acid batteries, items containing chlorofluorocarbons (CFCs), motor oil and used oil filters, and unlabeled tanks or containers.
- f. Conduct work during the non-flood season as determined by the local floodplain administrator. However, should construction be required during the flood season, as determined by the local floodplain administrator, all construction equipment shall be staged in an area not susceptible to flood events or be readily transportable out of the floodplain to minimize flood damage.
- g. Dispose of all debris at an approved and permitted location. No debris shall be temporarily staged or disposed of in a floodplain and/or a wetland.
- h. Confirm with the State Department of Ecology whether this project will require a consistency determination under the Coastal Zone Management Act. If required, the SUBRECIPIENT shall obtain and comply with all requirements of the determination prior to starting the project.
- i. Select, implement, monitor, and maintain Best Management Practices (BMPs) to control soil erosion and sedimentation, reduce spills and pollution, and provide habitat protection.
- j. Resubmit the project to the DEPARTMENT and FEMA for re-evaluation for compliance with national environmental policies if the "Project Limits" (including clearing, excavation, temporary staging, construction, and access areas) extend into: 1) an area not previously identified for environmental and historic preservation review, or 2) previously undisturbed ground. Additionally, all work on the project in these areas must stop until this re-evaluation is completed.
- k. (Additional requirements as noted by FEMA in grant award document).

- I. Cost overruns in excess of the approved budget are fully the responsibility of the SUBRECIPIENT, including those costs resulting from a change in the Scope of Work. The project must remain cost effective (i.e., Benefit Cost Ratio of 1.0 or greater) in the event of cost overrun.

For Hazard Mitigation Grant Program (HMGP) only: A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, **FEMA-FM-5320-WA**. A request for additional funds must be fully documented and justified.

The Military Department Agrees To:

1. Provide staff coordination and input regarding grant administration for funding and technical assistance for project and reviews for mitigation construction projects, as necessary.
2. Except as otherwise provided in Article II, A.4, of this Agreement, reimburse Walla Walla County Emergency Management within 30 days of receipt and approval of signed, dated invoice voucher(s) (state form A-19) with sufficient documentation of costs to include completion of tasks to date and dated invoices for goods and services purchased. Costs must be categorized according to the budget item and cost classification shown in the Project Budget, Attachment 5. The DEPARTMENT will return invoices to the SUBRECIPIENT if the SUBRECIPIENT is unable to provide sufficient documentation within 15 calendar days of the DEPARTMENT's written request for additional documentation to support the reimbursement request.
3. Coordinate with the staff of Walla Walla County Emergency Management to schedule any sub-recipient monitoring, site visits or final inspections by DEPARTMENT staff.

PROJECT DEVELOPMENT SCHEDULE

SUBRECIPIENT: Walla Walla County Emergency Management
 PROJECT TITLE: Walla Walla County Defensible Space Project

<i>DESCRIPTION OF ACTIVITY/TASK</i>	<i>SCHEDULED COMPLETION DATE</i>
Develop schedule of property visits	4 months
Perform fuels reduction activities	2 months
Follow up survey and maintenance plan development	6 months
Develop schedule of property visits	4 months
Perform fuels reduction activities	2 months
Follow up survey and maintenance plan development	6 months
Develop schedule of property visits	4 months
Perform fuels reduction activities	2 months
Follow up survey and maintenance plan development	6 months
Total Time Required to Complete This Project: 36 months	
Quarterly Reports Due on Project Progress, Final Project Report and all documentation, site visits and inspections.	July 15, 2022; October 15, 2022; January 15, 2023; April 15, 2023; July 15, 2023; October 15, 2023; January 15, 2024; April 15, 2024; July 15, 2024;

PROJECT BUDGET

SUBRECIPIENT: **Walla Walla County Emergency Management**
 PROJECT TITLE: **Walla Walla County Defensible Space Project**

APPROVED BUDGET CATEGORY	ESTIMATED COST
Pre-Award Costs	\$750.00
Project Mgmt. Costs, Legal Expenses, Etc.	\$5,000.00
Site Work	\$39,281.00
Miscellaneous – Fire Staff Mileage	\$719.00
	Subtotal \$45,750.00
Subrecipient Mgmt. Costs – This category is restricted to eligible grant administration costs, including indirect costs, and is limited to 5% of eligible <i>project</i> expenditures. The amount shown here reflects the maximum amount available, based on the approved project budget.	\$2,287.50
Total Award plus SubMC	\$48,037.50
TOTAL	\$48,037.50
<p>Tracking and Reporting Project Costs: Project expenses for which reimbursement is sought must be tracked and reported by approved budget cost categories, above. Documentation of expenditures by approved budget cost categories should be made on a separate spreadsheet or table and included with each A-19. Supporting documentation of all costs shall include, but not be limited to: tracking of staff time spent on the project through timesheets or other similar documentation; dated invoices from contractors and subcontractors for work completed; dated invoices for goods and services purchased; and documentation of in-kind contributions of personnel, equipment and supplies.</p> <p>Final Payment: Final payment of any remaining, or withheld, funds will be made upon submission by the SUBRECIPIENT within 60 days of completion of the project of the final report and an A-19, Voucher Distribution, and completion of all final inspections by the DEPARTMENT. Final payment also may be conditioned upon a financial review, if determined necessary by the DEPARTMENT. Adjustments to the final payment may be made following any audits conducted by the DEPARTMENT, Washington State Auditor's Office, the United States Inspector General, or their authorized representatives.</p>	

For Hazard Mitigation Grant Program only: A request for additional funds to cover a cost overrun may be granted by the DEPARTMENT and FEMA only if funds are available within the HMGP ceiling for this disaster, FEMA-FM-5320-WA. A request for additional funds must be fully documented and justified.



Walla Walla County Community Development Department

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

To: Board of County Commissioners
From: Lauren Prentice, Director
Date Prepared: June 10, 2022
RE: Proposal 2022 06-20 CDD Proposed Agreement with Paymentus for electronic payment processing services eTRAKiT

Intent

Approval of a contract between Walla Walla County and Paymentus for electronic payment processing, to replace Authorize.NET/Merchant Card Services, our current vendor and approval for Chair to sign.

Attachments

- A. Proposed contract

Background

To take credit cards, online and in person, via our updated TRAKiT/Community Development system the County needs to contract with a new payment vendor because the new version of the system is not integrated with our current vendor. This was one of the requirements of the software upgrade identified in the Central Square contract. The proposed Paymentus contract has been reviewed by Technology Services Director Chad Goodhue and the Prosecuting Attorney's Office.

Policy Impact

Replacing Authorize.NET with Paymentus will enable us to take credit card payments via our upgraded software system.

Cost and Source of Funding

Fees are listed in Schedule A of the proposed contract. The fee for most credit card payments will be 2.85% under the new contract. We currently pay more than 3.25% so this is not expected to increase costs.

Disposition:

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

BOCC Chairman

Date

MASTER SERVICES AGREEMENT

Client:	Walla Walla County, WA
Client Address:	315 West Main St, Walla Walla, Washington, 99362
Contact for Notices to Client:	Luna Avery-Fairbanks
Estimated Number of Yearly Payments:	3,600

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation with a principal place of business at 11605 North Community House Road, Suite 300, Charlotte, North Carolina 28277. Customer and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide and Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:
 - Schedule A:** Paymentus Service Fee Schedule
 - Schedule B:** Client Payment Data

This Agreement represents the entire agreement between the parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CLIENT:

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

Paymentus

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND WALLA WALLA COUNTY

1 Definitions:

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Agreement** "or **"Master Agreement"** means the Master Services Agreement between the parties, as amended from time to time.
- 1.2 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.3 **"Effective Date"** is the date the last party to execute the Agreement as indicated below the signature line, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.4 **"Excess Payment Amount"** means the Payment Amounts from Non-Qualified Transactions processed in a calendar month.
- 1.5 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2), including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.6 **"Initial Setup"** means the first personalization and activation of the standard service with respect to each channel described on Schedule A as specified during the implementation process.
- 1.7 **"IPN" or "Instant Payment Network"** means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.8 **"Launch Date"** means the date on which Client completes the introduction to Users of all Services selected by Client as of the Effective Date.
- 1.9 **"Non-Qualified Transaction"** means one or more payments that are either (i) made with a card or payment method generally issued for business use that results in interchange fees or other processing charges assessed by a Paymentus Authorized Processor or card payment association that are higher than those charged for transactions with card payment methods issued for consumer use; or (ii) that do not qualify for reduced interchange fees under programs in which Client is then currently participating. These high-cost card payment methods may include among others, corporate cards, virtual cards, purchase cards, business cards, travel and entertainment cards, or payment of a commercial account.
- 1.10 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.11 **"Payment Amount"** means the amount of a Payment.
- 1.12 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.13 **"Paymentus Fee"** is defined in Section 3.2.
- 1.14 **"Platform"** is defined in Section 2.1.
- 1.15 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.16 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.3.
- 1.17 **"User"** means a user of Client's services.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice by email to the person designated as provided in Section 10.2 disclosing the terms, including any contracts or contract amendments, under which the Service Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional obligations on Client or Users, Client will have at least thirty (30) days after the date of the notice to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and Schedule A will be deemed amended to reflect changes in the Services and fees.

3 Compensation

3.1 No Fee Installation

Paymentus will charge no fees related to the Initial Setup of standard service.

3.2 Paymentus Fee

Client will be billed the fees as provided in Schedule A ("Paymentus Fee"), unless a fee is noted on Schedule A to be User paid, in which case Paymentus will charge each User the Paymentus Fee in addition to the corresponding Payment as part of the transaction. Paymentus will pay the corresponding processing and related fees ("Transaction Fees") except for fees related to Reversed or Chargeback Transactions.

The Paymentus Fee is based on the Fee Assumptions. Client will be billed additional Paymentus Fees equal to 2.85% of the Excess Payment Amount for each month. Paymentus may amend Schedule A upon prior written notice to Client if there are changes in the card or payment system rules or changes in payment processing fees or other events that increase the cost of processing transactions, such as changes in the average Payment Amount, the mix of payment methods or of interchange rates applied to transactions. The amended Paymentus Fee will take effect 30 days after written notice to Client.

4 Payment Processing

4.1 Integration with Client's Billing System

At no charge from Paymentus to Client, Paymentus will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. The parties will agree on a date to complete the implementation, and the parties will each use commercially reasonable efforts to accomplish the implementation in accordance with the implementation plan agreed to by the parties. Client will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Client will use Paymentus specified integration process. As such, the Paymentus platform does and can function independent of any billing system integration. A

payment posting file can be emailed or downloaded from the Paymentus Agent Dashboard. If Client chooses to have the Paymentus platform integrated with its billing system, Paymentus offers two options:

(i) Paymentus standard integration specification that Client can use to integrate its billing systems with Paymentus platform ("Standard Integration"); or

(ii) Paymentus to either customize or configure its platform to integrate with Client using file specification or APIs supported by Client's billing system ("Client Specific Integration").

If Client chooses Standard Integration, Paymentus agrees to fully cooperate with Client and provide its specification to Client. Paymentus also agrees to participate in meetings with Client's software vendor to provide any information or clarifications needed to understand Standard Integration. Paymentus agrees to provide all integration/interface specifications within 30 days from the Effective Date. Client will take commercially reasonable steps to develop the integration within 60 days from the date on which Client has received all integration specifications from Paymentus.

If Client chooses Client Specific Integration, Paymentus agrees to develop that integration at no charge from Paymentus to Client, provided however, Client agrees to fully cooperate with Paymentus and cause its software vendors and other service providers to fully cooperate with Paymentus. Client agrees to provide all specifications required for Client Specific Integration. Client further agrees to participate in testing with Paymentus and if needed, cause its billing software vendors and other service providers to participate in testing. Client agrees to provide or make available all integration/interface specifications within 30 days from the Effective Date. Paymentus will take commercially reasonable steps to develop the integration within 60 days from the date on which Paymentus has received all the integration specifications from Client or its vendors.

Parties agree that if the parties do not cooperate fully, it can lead to each party being unable to perform its duties to deliver the integration in time.

Based on Client's use of the Platform and its respective modules selected under the Agreement, Paymentus will require the following integration points:

MODULE	INTEGRATION POINT
One-time payment	Customer Information: Text File or Real Time Payment Posting: Text File or Real Time
Recurring Payment	Text File
E-billing for Billing Data	Text File or Real-time link to billing data
Outbound Notification-Audience File	Text File for customer engagement messages

Each of these can be based on Standard Integration or Client Specific Integration.

The Initial Setup for the Web or IVR interface will be considered complete when the first Standard Integration or Client Specific Integration, as applicable, is completed such that Paymentus and Client are able to exchange files relevant to that interface, as contemplated in this Section 4.1. In the event the Services are implemented without integration, the Initial Setup will be considered complete when a User is able to access the Platform to process a payment.

4.2 Enhancements

The parties agree that the Services are provided on a "platform as a service" basis, and not as a result of custom software development. Paymentus' standard Platform will be personalized to achieve certain additional functional requirements of Client, as clarified and agreed during implementation ("Enhancements"). Enhancements may include some or all of the features included in any technical requirements or similar document provided to Paymentus. The parties will fully co-operate with one another to: a) ensure that requirements with respect to Enhancements are clarified as needed; b) accept Paymentus proposed reasonable alternatives to achieve Client's functional objectives within the limits of the Paymentus platform; and c) accept Paymentus' reasonable estimates of time for completion, designs and plans with respect to agreed Enhancements. There will be no fee charged by Paymentus to Client for Enhancements, provided Paymentus designs and plans are accepted by Client. If the Services are to be offered at multiple locations, or if the Services include multiple Enhancements, the parties will agree to a phased implementation.

4.3 PCI Compliance

To the extent that either party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.4 Explicit User Confirmation

Paymentus will confirm the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.5 Merchant Account

Paymentus will arrange for Client to have a merchant account with the Paymentus Authorized Processor for processing and settlement of transactions.

4.6 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its discretion, Paymentus may refuse to process any transaction that is submitted in violation of its terms of use or to protect Client, Users, itself or others from potentially illegal, fraudulent or harmful transactions.

4.7 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and

efficiencies. Client and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.8 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Client

Client will communicate the Services as a payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including a) through bills, invoices and other notices; b) if direct payments have been activated, by providing IVR and Web payment details on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) if IVR payments have been activated, through Client's general IVR/Phone system; and d) other channels deemed appropriate by Client.

Paymentus will provide Client with logos, graphics and other marketing materials for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will co-operate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Keeping throughout the duration of the Agreement during which direct payments via the web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.
- (iii) Sharing User Adoption marketing as described in Section 5.2.
- (iv) Launching the Service within 30 days of Paymentus making the system available.
- (v) Dedicating sufficient and properly trained personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vi) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (vii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Client's billing system.
- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

The requirements of this section are not limited by Clause 6.5.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, and employees (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall require the indemnified party's prior written consent, which consent will not be unreasonably delayed or withheld.

6.4 Warranty Disclaimer

Except as expressly set forth in the Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to Client or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any Services or any good provided

incidental to the Services provided under the Agreement.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVEN RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT MORE THAN THE LESSER OF \$1,000,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term") from the Launch Date.

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provide the other party with not less than 6 (six) months prior written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement. In the event a material breach has not been cured within the Cure Period, the non-breaching party can terminate the Agreement by providing the other party with a 30 business days' notice.

7.3 Upon Termination

Upon termination of the Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Paymentus will not for any purpose inconsistent with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) above. Paymentus acknowledges and agrees that Client is subject to governmental open records laws and notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude Client from fulfilling its legal obligations except to the extent that should Client receive public records requests which request the contents of this Agreement, Client shall promptly notify Paymentus of the same, and provide Paymentus with an opportunity to seek an injunction prohibiting disclosure to the extent that the request is excessive.

9. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have

any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

10. Miscellaneous

10.1 Authorized Representative

Each party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The parties may from time to time designate and notify the other party of other individuals or change the individuals.

10.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

10.3 Interpretation

It is the intent of the parties that no portion of the Agreement will be interpreted more harshly against either of the parties as the drafter.

10.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

10.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

10.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the parties concerning the Agreement, the parties agree to bear their own costs and attorney's fees.

10.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), quarantine restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks.

10.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

10.9 Insurance

Paymentus shall maintain "cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage) with a limit of at least \$1,000,000 per occurrence and \$5,000,000 in the aggregate.

10.10 Entire Agreement

The Agreement represents the entire agreement between the parties with respect to its subject matter

and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the parties.

10.11 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.

SCHEDULE A – PAYMENTUS SERVICE FEE SCHEDULE

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee – Absorbed Fee (Non-Utility Pricing Model)	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	2.85% fee per Visa, Mastercard, Discover, AMEX transaction. \$1.00 per ACH/echeck transaction. 50 outbound notifications included at no cost; additional notifications at \$0.20 per message.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	2.85% fee per Visa, Mastercard, Discover, AMEX transaction. \$1.00 per ACH/echeck transaction. 50 outbound notifications included at no cost; additional notifications at \$0.20 per message.	<input type="checkbox"/>

Note: Average Bill Amount: \$200.00. Maximum Amount per Payment is \$15,000.00. Multiple payments may be made.

Chargebacks and returned checks will be billed at \$9.95 per item.

SCHEDULE B – CLIENT PAYMENT DATA

- Annual Estimates: 300 payments/month. \$200.00 average payment amount.

COUNTY COMMISSIONERS (Continued)

- k)** Review reports and correspondence; hear committee and meeting reports
- l)** Review of constituent concerns/possible updates re: past concerns

**1:30 COUNTY COMMISSIONERS acting as the MILL CREEK FLOOD CONTROL ZONE
DISTRICT SUPERVISORS**

a) Action Agenda Items:

- 1) Executing a Joint Aquatic Resources Permit Application (JARPA) Form with the Tri-State Steelheaders for the Mill Creek Fish Passage Project

a) Bid Opening:

- 1) Small Works Bid Opening – Fuel System Upgrades

b) Consent Agenda Items:

- 1) Authorize Chairman to execute a Memorandum of Understanding between Walla Walla Emergency Services Communications (WESCOM 911) and Walla Walla County Public Works

c) Action Agenda Items:

- 1) Ordinance No. 492 – An ordinance amending Walla Walla County Code Chapter 10.04, speed limits, to modify certain speed limits in unincorporated portions of Walla Walla County

d) Department update and miscellaneous

DRAFT

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

ORDINANCE NO. 492

APPROVING A REQUEST BY WALLA WALLA COUNTY PUBLIC WORKS TO AMEND WALLA WALLA COUNTY CODE CHAPTER 10.04, SPEED LIMITS, TO MODIFY CERTAIN SPEED LIMITS IN UNINCORPORATED PORTIONS OF WALLA WALLA COUNTY.

Whereas, the County, in coordination with the Cities of Walla Walla and College Place, performed a corridor speed study on Reser Road, Prospect Avenue and Taumarson Road; and

Whereas, the speed study resulted in recommended speed changes to Reser Road and Taumarson Road; and

Whereas, Title 10, Chapter 10.04 was last reviewed and updated on October 11th 2021; and

NOW THEREFORE,

BE IT ORDAINED, by the Walla Walla County Board of County Commissioners that:

Section I. The Board of County Commissioners Makes the Following Findings of Fact:

1. The Board of County Commissioners held a Public Hearing for the purpose of receiving testimony on the Reser Road and Taumarson Road speed limit change on June 13, 2022.
2. The County Engineer completed an engineering and traffic investigation as required by RCW 46.61.415 to support recommended changes to the speed limits on Reser Road and Taumarson Road.
3. Notices of a Public Hearing were published in the Walla Walla Union Bulletin on May 26 and June 2, 2022.

DRAFT

Section II. The Board of County Commissioners Makes the Following Conclusions of Law:

1. The County has reviewed and evaluated comments received from the public.
2. The proposed change to the speed limit on Reser Road and Taumarson Road is supported by the County Engineer's study and development patterns and usage of both roads.
3. The proposal meets a definable public need.

Section III. Adoption of Amended Section 10.04.005 of the Walla Walla County Code. The amendments to Title 10, Vehicle and Traffic, resulting in the modification of the Speed Limits Table is **adopted** as presented to the Board of County Commissioners on this date as attached in Exhibit A.

Section IV. Effective Date and Savings. This Ordinance is effective as of the date of signing.

Section V. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this Ordinance.

Section VI. This Ordinance will be published by an approved summary consisting of the title.

PASSED by the Walla Walla County Board of County Commissioners in regular session at Walla Walla, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this 20th day of June 2022.

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*

Approved as to form:

Jesse D. Nolte, Chief Civil Deputy Prosecuting Attorney

DRAFT

Exhibit A

10.04.005 Speed Limit Changes
Taumarson Road & Reser Road

95520	Reser Rd.	WW City Limits Depping Rd.	35 30
51340	Taumarson Rd.	WW City Limits Havstad Dr.	35
51340	Taumarson Rd.	Havstad Dr. WW City Limits WW City Limits	30 35

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: 15 June 2022

Re: Director's Report for the Week of 13 June 2022

Board Action: 20 June 2022

Bid Openings:

In the Matter of a Small Works Bid Opening – Fuel System

Consent Agenda Items:

In the Matter of Amending Chapter 10.04 of the Walla Walla County Code and Setting Speed Limit on Taumanson Road and Reser Road

Action Agenda Items:

In the Matter of Signing a Joint Aquatic Resources Permit Application (JARPA) Form with the Tri-State Steelheads for the Mill Creek Fish Passage Project

In the Matter of Signing a Memorandum of Understanding between Walla Walla Emergency Services Communications (WESCOM 9-1-1) and Walla Walla County Public Works

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: Contractor is working on clearing, grubbing and fence relocation.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Contractor is finishing grade and placing rock.
- Lower Waitsburg Road: Working on project design.
- Fishhook Park Road: Working on project design.
- Abbott Road Sidewalk: Reviewing final plan set and preparing bid package.
- Dell Sharpe Bridge: Reviewing plan set.
- Wallula/Gose Street: Working on plan set and final right of way acquisition.

MAINTENANCE/FLEET MANAGEMENT:

- North & South Crew – Chasing water and mud due to the spring rain event, wash out repairs, possibly chip seal on Thursday.
- Vegetation & Signs – Sign maintenance, assisting with road closures and helping with spring rain clean up.
- Garage – Routine maintenance and repairs.
- Miscellaneous: Working on Department of Natural Resources (DNR) paperwork for the reclamation of the Greenville Quarry.

ADMINISTRATION:

- Attended South-East Rural Arterial Program (RAP) Regional meeting with the County Road Administration Board (CRAB).
- Met with Commissioner Mayberry at Reser Road for a walkthrough of the roadway.
- Conducted weekly Staff, Road Ops and Engineering meetings.
- Working on Department's 2023 Budget.

a) Action Agenda Items:

- 1) Resolution – Approving Contractor Agreement NACCHO Contract #2022-051608 between National Association of County and City Health Officials and Walla Walla County Department of Community Health

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
CONTRACTOR AGREEMENT
NACCHO CONTRACT #2022-051608
BETWEEN NATIONAL ASSOCIATION
OF COUNTY AND CITY HEALTH
OFFICIALS AND WALLA WALLA
COUNTY DEPARTMENT OF
COMMUNITY HEALTH

RESOLUTION NO. **22**

WHEREAS, the National Association of County and City Health Officials (NACCHO) has proposed a Contractor Agreement Contract Number 2022-051608 with the Walla Walla County Department of Community Health; and

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

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

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

Passed this 20th day of June, 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*

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and **Walla Walla County Department of Community Health** (hereinafter referred to as “Contractor”), with its principal place of business 315 W Main Street, Walla Walla, WA 99362.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT # 6NU38OT000306-04-01, CFDA #93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of Year 1 Agreement shall begin on March 3rd, 2022, and shall continue in effect until July 31st, 2022, unless earlier terminated in accordance with the terms herein. Year 2 Agreement award is contingent upon NACCHO receiving approval to exercise expanded authority in the administration of the award of CDC GRANT 6NU38OT000306-04-01, CFDA #93.421, pursuant to CDC’s directions and in compliance with the applicable guidance, federal rules, and regulations. Upon such approval, NACCHO will issue a contract modification to extend the period of performance and obligate Year 2 funding to Contractor. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$15,773.40. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Two invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
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Invoice I	\$7,886.70	<ul style="list-style-type: none"> Attendance list for initial consultation call (\$1,971.67) Attendance list for SOAR Analysis workshop; Final SOAR Analysis worksheet and submission of workshop evaluation (\$5,915.03) 	May 31 st , 2022
Invoice II	\$7,886.70	<ul style="list-style-type: none"> Attendance list for Action Planning workshop; Final Action Plan worksheet and submission of workshop evaluation (\$5,915.03) Attendance list and participation in focus group (\$1,971.67) 	July 31 st , 2022
YEAR 2 - Year 2 Agreement award is contingent upon NACCHO receiving approval to exercise expanded authority in the administration of the award of CDC GRANT 6NU38OT000306-04-01, CFDA #93.421.			
Invoice III	\$3,943.35	<ul style="list-style-type: none"> Attendance at follow-up consultation call (\$1,971.67) Submission of end-of-project survey (\$1,971.68) 	August 31 st , 2022

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first-class mail, at the address for the giving of notices as set forth in Section 25 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the

Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise

stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor hereby certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated

against as reprisal for “whistleblowing.”

23. CORONAVIRUS DISEASE 2019 (COVID-19) Funds: The contractor acknowledged that the project is funded under the Coronavirus Preparedness and Response Supplemental Appropriation Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) and/or the Consolidated Appropriation Act, 2021 (P.L. 116-260), Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and hereby agrees, as to applicable to the award, to 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home jurisdiction and/or appropriate public health measure and 3) assist the United States Government in implementation and enforcement of federal orders related to quarantine and isolation. The Contractor will comply, to the extent applicable, with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.

Furthermore, consistent with 45 C.F.R. 75.322, the Contractor agrees to provide to CDC copies and/or access to COVID-19 data collected including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

24. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
25. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials
Attn: Amie Myrick
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

With a copy to:

National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM
Director, Contracts
1201 (I) Eye Street NW 4th Fl.,

Tel. (202) 888-0438
Fax (202) 783-1583
Email: AMyrick@naccho.org

Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

Walla Walla County Department of
Community Health
Attn: Health Communities Division Manager
314 W Main Street
Walla Walla, WA 99362.
Tel. (509) 524-2650
Fax. (509) 524-2642
Email: contactsDCH@co.walla-walla.wa.us

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By : _____

By : _____

Name : Jerome Chester

Name : _____

Title : Chief Financial Officer

Title : _____

Date : _____

Date : _____

Federal Tax ID No.: 91-6001381
DUNS No.: 619391951
SAM EUI: HJF5Y9BNUTK3

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**CONTRACTOR AGREEMENT – ATTACHMENT I****SCOPE OF WORK**

The project aims to help LHD's to translate data from the Suicide, Overdose, and Adverse Childhood Experiences Prevention Capacity Assessment Tool (known as [SPACECAT](#)) results into public health action to strengthen LHD capacity. This tool may help local, state, and territorial health agencies better understand the impact of COVID-19 on their capacity to address shared risk and protective factors for social and behavioral health outcomes.

Scope of Work

- 1. Initial Consultation Calls**—Each site will have an initial call with the consultant to review, discuss, and provide greater context to their assessment results. This call will help set the stage for all later workshops, recommendations, etc.
- 2. SOAR Analysis Workshops**—LHDs will participate in a SOAR (Strengths, Opportunities, Aspirations, and Results) Analysis Workshop led by our team of consultants, who will use the SPACECAT results to engage LHDs in a strengths-based strategic planning exercise to identify potential strengths and opportunities for improvement.
- 3. Action Planning Workshops**—Each participating site will then attend a more intensive action planning workshop that will require them to use their SPACECAT and SOAR results to develop an action plan to strengthen capacity to prevent suicide, overdose, and ACEs in their identified priority areas.
- 4. Focus Groups**—LHDs will participate in a focus group to provide feedback on a draft quick start guide that will be developed by NACCHO in collaboration with the TA consultants. The goal of this guide is to reflect the one-on-one TA provided and help future users of SPACECAT begin the initial planning process for strengthening capacity in suicide, overdose, and ACEs prevention.
- 5. Follow-Up Consultation**—Following the SOAR and Action Planning Workshops, each participating LHD will have an opportunity to begin capacity strengthening efforts and to implement the short-term action steps. Then, to conclude this work, a follow-up consultation call will be held with each LHD to check-in on initial implementation.
- 6. End-of-Project Survey**—After completion of all individualized TA activities, participants will complete a final survey to provide feedback on satisfaction with the TA delivered and changes in capacity.

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$7,886.70	<ul style="list-style-type: none"> Attendance list for initial consultation call (\$1,971.67) Attendance list for SOAR Analysis workshop; Final SOAR Analysis worksheet and submission of workshop evaluation (\$5,915.03) 	May 31 st , 2022
Invoice II	\$7,886.70	<ul style="list-style-type: none"> Attendance list for Action Planning workshop; Final Action Plan worksheet and submission of workshop evaluation (\$5,915.03) Attendance list and participation in focus group (\$1,971.67) 	July 31 st , 2022
YEAR 2 - Year 2 Agreement award is contingent upon NACCHO receiving approval to exercise expanded authority in the administration of the award of CDC GRANT 6NU38OT000306-04-01, CFDA #93.421.			
Invoice III	\$3,943.35	<ul style="list-style-type: none"> Attendance at follow-up consultation call (\$1,971.67) Submission of end-of-project survey (\$1,971.68) 	August 31 st , 2022

- 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) Execute Memorandum of Understanding between Walla Walla County and AFSCME Local Union #1191-WC Representing Walla Walla County Department of Court Services Employees
 - 2) Revised Job Description Approval Form – Event and Competitive Exhibit Coordinator for the Fairgrounds
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

2:15 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 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.