

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, NOVEMBER 7, 2022

Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.

Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us.

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

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

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

10:00 A.M. COUNTY COMMISSIONERS

Chairman Kimball

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

- a) Roll call and establish a quorum
- b) Silence cell phones
- c) Declarations re: conflict of interest
- d) Approval of agenda
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) Introduction of new county employees (this is scheduled for the first meeting of each month)
- h) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- i) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for October 31 and November 1, 2022
 - 2) Resolution – Setting a date of public hearing to consider adoption of the 2023 Walla Walla County Budget
 - 3) Resolution – Approving local burn permitting authority cooperative agreement
 - 4) Payroll action and other forms requiring Board approval
- j) **Action Items:**
 - 1) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$ _____
- k) Miscellaneous business to come before the Board

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING DATE TO CONSIDER
ADOPTION OF THE 2023 WALLA
WALLA COUNTY BUDGET

RESOLUTION NO. **22**

BE IT RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to RCW 84.52.070 a public hearing to consider adoption of the 2023 Walla Walla County Budget shall be set for Monday, December 5, 2022, at the hour of 10:00 a.m., or as close thereto as possible, in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla.

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

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

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

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

Passed this 7th day of **November, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
LOCAL BURN PERMITTING
AUTHORITY COOPERATIVE
AGREEMENT

RESOLUTION NO. **22**

WHEREAS, Walla Walla County wishes to maintain local authority for the issuance of burn permits; and

WHEREAS, pursuant to an interlocal agreement, management of said program was transferred to the Walla Walla County Conservation District via a Local Burn Permitting Authority Cooperative Agreement, with the most recent agreement to terminate December 31, 2022; and

WHEREAS, the Walla Walla County Conservation District has submitted a Local Burn Permitting Authority Cooperative Agreement for consideration for years 2023-2024; and

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

BE IT HEREBY RESOLVED that said Local Burn Permitting Authority Cooperative Agreement between Walla Walla County, Washington and Walla Walla County Conservation District shall be approved, and that the Board of County Commissioners shall sign same.

BE IT FURTHER RESOLVED that said Agreement shall be effective as of January 1, 2023 and terminate on December 31, 2024.

*Passed this 7th day of **November, 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*

LOCAL BURN PERMITTING AUTHORITY COOPERATIVE AGREEMENT
between
WALLA WALLA COUNTY, WASHINGTON
and
WALLA WALLA COUNTY CONSERVATION DISTRICT
Continuation for biennium 2023-2024

WHEREAS, WallaWalla County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County," desires to carry out the requirements of the local burn permitting authority as officially delegated by the Washington Department of Ecology (ECOLOGY); and

WHEREAS, Walla Walla County wishes to retain local control and administration of the burn permitting authority program; and

WHEREAS, Walla Walla County Conservation District, a political subdivision of the State of Washington, hereinafter referred to as "WWCCD," has indicated willingness to assume these responsibilities and concurs with County's desires and wishes.

The parties NOW, THEREFORE, resolve as follows:

THE COUNTY AGREES:

1. To actively seek to retain the designation from the ECOLOGY as the Local Burn Permit Authority for the agricultural producers within the political boundaries of Walla Walla County.
2. Through the Board of Commissioners, to provide general oversight for the Local Burn Permitting Program.
3. Upon execution of this agreement to subcontract out to WWCCD the day-to-day administration of the permitting program, the review and issuance or denial of permits, the record keeping and documentation requirements of the program; and the training, supervision, office space, materials, and payments of any employee needed to administer the permitting program for agricultural producers within the boundaries of Walla Walla County.

4. To pay WWCCD \$1.00 per permitted acre, \$12.50 for each spot burn permit, 50% of the permitting authority fee for pile burns, as well as 50% of any nonrefundable fees. This payment shall be made twice a year by July 15th and January 15th.

WWCCD AGREES:

1. To provide day-to-day administration of the agricultural burn permit program, provide status reports to ECOLOGY, make permit applications available to agricultural producers within the political boundaries of Walla Walla County, accept completed agricultural burn permit applications and review such applications, issue or deny burn permits based on a thorough review of the applications and process requests made under the Freedom of Information Act and the Washington Public Disclosure Law.
2. To be responsible for the processing of permit fees. The fees will be collected at the WWCCD office with the permit application and then be delivered to the County monthly. This data will be placed into a spreadsheet and/or database. This data, appropriate receipts and other documentation may be provided upon request to the County Treasurer. Information regarding acreage refunds will be provided to the County so that the County will be able to process acreage refunds.
3. To perform any other requirements as directed by State law and/or ECOLOGY in administering the agricultural burn permit program.
4. To supply copies of reports required by ECOLOGY to the County for their information.

Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

BE IT FURTHER RESOLVED that this agreement shall become effective upon execution by both parties.

This agreement will remain in effect until December 31, 2024. It may be renewed for an additional period of time by mutual agreement of the parties.

This agreement may be amended in writing at any time by mutual consent of both parties.

This agreement may be terminated with 60 days written notice between the parties.

If any part of this agreement is deemed by any court of competent jurisdiction to be contrary to law, such provisions shall be null and void and deemed separate from the remaining provision(s) to assure continuous operation of the local Burn Permit Program.

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

By: _____
Todd L. Kimball, Chairman

Date: _____

Jennifer R. Mayberry, Commissioner

Date: _____

Gregory A. Tompkins, Commissioner

Date: _____

WALLA WALLA COUNTY CONSERVATION DISTRICT

By: _____
Jesse McCaw, WWCCD Board Chairman

Date: _____

COUNTY COMMISSIONERS (continued)

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

10:15 COUNTY FAIRGROUNDS

Greg Lybeck

a) Department update and miscellaneous



WALLA WALLA COUNTY *Fairgrounds & Event Center*

Walla Walla County Fairgrounds

Greg Lybeck, CFE
General Manager

Walla Walla Board of County Commissioners Department Head Report November 7, 2022

1. I attended the Washington State Fairs Association Convention the end of October along with two staff members and two Directors. It was a good convention; great opportunity to share ideas with other fairs, view acts, and learn from the workshops. Based on what we saw during the showcase events, we ended up booking four acts to appear as free entertainment at the 2023 Fair.
2. Mike Charlo, our Entertainment Director, and I have been reviewing possible acts for the main opening night concert. We're surveying our Entertainment Committee, staff, ad agency personnel, Board members, and others to get input.
3. Meeting with and seeking bids from providers for an event-based software program that would make it easier for potential renters (horse shows, quinceañeras, weddings, etc.) to get information and availability on facilities and make it much easier for our event staff to process and track the necessary paperwork, and keep our facilities staff apprised on upcoming event needs.
4. Our Facilities crew have been busy winterizing water/irrigation systems and doing lots of set-ups and cleaning after events – with leaf pickup right around the corner.
5. On October 4, we held our annual Volunteer Appreciation dinner to thank and recognize all the volunteers who truly put on the Fair. Great evening for everyone.
6. Events:
 - a. In October, we were the site for:
 - i. Blue Mountain Humane Society "Furr Ball"
 - ii. Walla Walla County Risk Department Open Enrollment Day
 - iii. Latino Festival – This was a first-time event for the promoter and was held in the Expo Building. Excellent attendance, very well received, and they are looking to do three to four of these events annually – possibly in the P1FCU Arena in the spring.
 - iv. Barrel racing events (2)
 - v. Quarter Horse show
 - vi. Love of Junk show
 - b. Coming events (November):
 - i. Daily hourly winter riding
 - ii. Quinceañera
 - iii. Barrel racing events (2)
 - iv. Team Roping events
 - v. Northwest Grain Growers Annual Meeting
 - vi. Christman Trio craft show
 - vii. Horse Show

7. Arena Viewing Platforms Project
 - a. Met with the architect and contractor last week to do a final punch list walk-through of the Arena Viewing Platforms project. Not a lot to do to complete this project. They got the majority of the work done last week.
8. Exhibitors are picking up premium checks daily. Deadline is the end of December.
9. Fair Board
 - a. At its regular October meeting, the Board of Directors elected the following slate of officers: Darren Goble, President; Sandi Rowe, Vice President; Bill Jordan, Secretary; and Shane Laib, Treasurer.
 - b. The next meeting of the Board will be November 15 at 6 p.m.

a) Action Agenda Items:

- 1) Resolution – Approving Walla Walla County Court Services Agreement with Discreet Investigations for investigation services

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
WALLA WALLA COUNTY COURT
SERVICES AGREEMENT WITH
DISCREET INVESTIGATIONS LLC
FOR INVESTIGATION SERVICES



RESOLUTION NO. **22**

WHEREAS, Walla Walla County Court Services Department wishes to contract with Discreet Investigations LLC to provide written pre-employment background investigations; and

WHEREAS, the Walla Walla Court Service's Department desires, on request, and by advance agreement on a case-by-case basis, Discreet Investigations LLC to perform administrative investigations regarding allegations of employee misconduct regarding employees of the Walla Walla County Court Services Department; and

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

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

*Passed this 7th day of **November, 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*

AGREEMENT FOR INVESTIGATION SERVICES

Investigator Steve Harris of Discreet Investigations LLC, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), and Exhibit B (Compensation & Fee Schedule), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the date signed by last party to sign, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate December 31, 2023.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed the amount listed in Exhibit B (Compensation).

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20__.

CONTRACTOR:

Investigator Steven Harris
Discreet Investigations, LLC

Steve Harris

Steve H.
Signature

Mailing Address:
770 Village Way
Walla Walla, WA 99362

Business Tax ID retained on file

WALLA WALLA COUNTY:
Board of County Commissioners

By

Chairman

Commissioner

Commissioner

Approved as to Form Only:

Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:

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

2. Accounting and Payment for Contractor Services:

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

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

3. Assignment and Subcontracting:

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

4. Wage Standards:

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

5. Independent Contractor:

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

6. No Guarantee of Employment:

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

7. Taxes:

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

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

8. Regulations and Requirement:

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

9. Right to Review:

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

10. Modifications:

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

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra

expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

12. Termination for Public Convenience:

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

13. Defense & Indemnity Agreement:

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

14. Industrial Insurance Waiver:

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

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

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

17. Future Non-Allocation of Funds:

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

18. Contractor Commitments, Warranties and Representations:

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

19. Patent/Copyright Infringement:

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

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

20. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is

due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

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

21. Ownership if Items Produced

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

22. Confidentiality:

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

23. Notice

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

24. Severability:

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

25. Waiver:

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

signed by the parties hereto.

26. Survival:

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

27. Discrimination:

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

28. Personal Property Furnished by the County:

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

29. Conversions:

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

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

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

31. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

The Contractor shall have Professional Liability insurance in the following amounts:

\$1,000,000 Minimum, Each Occurrence
\$2,000,000 Minimum, Annual Aggregate

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

32. Entire Agreement:

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

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

34. Conflict of Interest. Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
35. Background Checks: The contractor, contractor's employees, any authorized subcontractors or subcontractor's employees must pass criminal background checks to the satisfaction of Walla County prior to beginning work. If background checks are not passed, the County may terminate this agreement.

Exhibit B
COMPENSATION FOR SERVICES

Company Name:	Investigator Steve Harris	
	Discreet Investigations LLC (Contractor)	
Agreement Number:	Contract Period:	Date signed by last party through December 31, 2023.

County agrees to pay Contractor a fee of \$85.00 per hour for items in Paragraph I of the Scope of Work. The agreed upon hourly rate will cover interview time, employment reference check, personal reference check, and report preparation.

County agrees to pay Contractor a fee of \$85.00 dollars per hour for items in Paragraph II of the Scope of Work.

Exhibit A

Scope of Services

- I. Discreet Investigations LLC shall supply Walla Walla County Court Services Department with written Employment Background Report for Detention Officer applicants referred to them for pre-employment background investigations by County Court Services. Discreet Investigations shall conduct a face-to-face interview with referred Detention Officer candidates at an agreed upon location and will also check and verify personal and professional references. Discreet Investigations LLC shall document and provide a written report containing all pertinent information to County Court Services regarding candidate's suitability to perform in a detention environment.
- II. On request, and by advance agreement on a case-by-case basis, Discreet Investigations LLC will perform administrative investigations regarding allegations of employee misconduct regarding employees of the Walla Walla County Court Services Department. Investigator will be assigned a case only upon agreement. After agreement the assignment shall be in writing and will include the names of the accused(s), the nature of the allegation(s), known witnesses and County or Court Services policies or other rules or laws potentially violated. A proposed completion date shall be agreed upon in advance, which may be extended due to factors such as witness interview scheduling and other similar factors. The investigator shall keep the Director of Corrections/Juvenile Court Administrator apprised of the status of the investigation and shall note any issues that arise involving conflicts of interest, need for administrative searches, need for additional investigations, or possible criminal conduct. Notification of the investigation to affected employees shall be made by the County. Garrity warning forms will be supplied by the County to be administered by the investigator. The County shall assist the investigator in scheduling interviews. Investigations shall comply with Walla Walla County Court Services Department Custody Manual, 111.6. At the conclusion of the investigation, a report shall be generated by the investigator conforming with 111.6.3 and 111.6.4.

COMPENSATION DISCLOSURE FORM

This form is for use if the compensation received by an insurance producer who is dealing directly with the insured includes a fee. Separate disclosure forms should be used for each policy.

AGENCY/PRODUCER: Yergey Insurance Services, LLC / Michael Yergey

INSURED/CLIENT: Discreet Investigation and Security, LLC

- ☐ **PART 1** – Place a check in the box and complete this section if the licensed Producer's compensation is **ONLY FROM CHARGING A FEE** to the client:

A FEE IN THE AMOUNT OF \$ _____ HAS BEEN CHARGED TO THE CLIENT.

- ☒ **PART 2** – Place a check in the box and complete this section if the licensed Producer's compensation is **FROM CHARGING A FEE** to the prospective client **AND RECEIVING A COMMISSION** from the insurance company:

A FEE IN THE AMOUNT OF \$ \$25.00 HAS BEEN CHARGED TO THE CLIENT.

COMMISSION IN THE AMOUNT OF \$ \$127.30 HAS BEEN/WILL BE RECEIVED FROM:

Illinois Union Insurance Company (INSURER)

THE WRITING PRODUCER MAY OFFSET SOME, OR THE ENTIRE FEE THAT IS CHARGED TO YOU. AN EXPLANATION OF HOW THE OFFSET WORKS IS AS FOLLOWS:

- ☐ **PART 3** – Place a check in the box and complete this section when the licensed Producer may receive any **ADDITIONAL (CONTINGENT) COMMISSIONS** from the insurance company for the sale of this policy:

The writing producer/agency may receive additional commission in the form of future incentive compensation from the insurer, including contingent commissions and other awards and bonuses based upon factors that **TYPICALLY INCLUDE THE TOTAL SALES VOLUME, GROWTH, PROFITABILITY AND RETENTION OF BUSINESS PLACED BY THE INSURANCE PRODUCER WITH THE INSURER** and incentive compensation is only paid if the performance criteria established in the Agency/Insurer agreement is met by the insurance producer of the business entity with which the insurance producer is affiliated.

Specific information relating to Additional (Contingent) Commissions will be provided upon request.

INSURED SIGNATURE:  DATE: 07/26/2022

PRODUCER SIGNATURE:  DATE: 07/26/2022



Special Investigators Professional Liability & Office Package Product

(800) 683-1226 Office / (877) 418-5422 Fax
info@yergeyins.com

Special Investigator Professional Liability & Office Package Application
Contact Program Administrator Yergey Insurance Services at (800) 683-1226 with any questions

General Application Information:

1. Name of Applicant: Discreet Investigation and Security, LLC
(Complete name as it should appear on the policy including Inc., Corp., Ltd., LLC, Etc.)

Business Entity Type: ☐ Corporation ☒ Limited Liability Company ☐ Individual / Sole Proprietor ☐ Other _____

Contact Name: Steve Harris

Website: _____ Email: dis.wallawalla@gmail.com

Physical Address: 770 Village Way

City: Walla Walla State: WA Zip: 99362

Mailing Address: (if different) SAME

City: _____ State: _____ Zip: _____

Business Phone Number: (509) 200-0506 Fax: _____ Cell Phone: _____

Federal ID Number: 871943021 Date Established: _____ Years Experience _____ (If less than 3 years, please include a copy of resume.)

Please list all Associations, Memberships and Certifications:

(Check all that Apply) ☐ APIA ☐ IAAI ☐ INTELENET ☐ LPDAM ☐ NAFI ☐ NAPPs ☐ NCAPI ☐ NCISS
☐ NULPIA ☐ PALI ☐ PAWLI ☐ PIAI ☐ PIAVA ☐ PSACO ☐ SCALI

Operations: *If you are active in these activities, Please Call for an application or go to: www.yergeyins.com/applications:*

Collection Agency	Claims Adjuster	Title Abstracting	Bail Bonding	Automobile Repossessions
Alarm/Security installation & monitoring services	Body Guard - High Profile (Celebrities, Politicians, Athlete)	Security Guard	Bounty Hunters/Fugitive Recovery	

2. Please provide the percentage of revenue from each type of operation below:

____ % Accident Reconstruction	____ % Debugging / TSCM	____ % Kidnap and Ramson
____ % Accounting Forensic / AML	____ % Executive Protection - Low Profile	____ % Lie Detection / Polygraph
____ % Arson / Property Investigations	____ % Exiting Interview (Corporate)	____ % Locate / SkipTrace
<u>50</u> % Attorney / Legal Investigations	____ % Expert Witness Services	____ % Mortgage/Court - Auction Services
<u>50</u> % Background Investigations	____ % Fidelity Investigations / Domestic	____ % Online Searches
____ % Computer Forensic	____ % Fingerprint Analysis	____ % Process Service / Subpoena
____ % Conservator of Peace (SCOP)	____ % Firearms Training - Classroom Only	____ % Security Training
____ % Constable Services	____ % Firearms Training - Range	____ % Shopping Services/Mystery Shopping
____ % Consulting	____ % Genealogy	____ % Sub-Rosa Investigations
____ % Copyright / Trademark Investigations	____ % Insurance Investigations	____ % Threat/Vulnerability Assessment
____ % CyberSecurity Infiltration	____ % Juvenile Investigations	____ % Under Cover Investigations
____ % Other (Write in Below)		

3. Your companies expected annual revenue:

- ☒ \$0 to \$150,000
 ☐ \$150,001 to \$250,000
 ☐ \$250,001 to \$350,000
 ☐ \$350,001 to \$450,000
☐ \$450,001 to \$550,000
 ☐ \$550,001 to \$650,000
 ☐ \$650,001 to \$750,000
 ☐ \$750,001 to \$1,000,000
☐ \$1,000,001 and \$1,250,000
 ☐ \$1,250,001 and \$1,500,000
 ☐ \$1,500,001 and \$1,750,000
 ☐ \$1,750,001 and \$2,000,000
☐ \$2,000,001 and Above

Desired Liability Limits:

4. Request Limits of Liability:

- ☐ \$300,000 / \$600,000
 ☐ \$500,000 / \$1,000,000
 ☒ \$1,000,000 / \$3,000,000
 ☐ \$1,000,000 / \$5,000,000
☐ \$2,000,000 / \$2,000,000
 ☐ \$3,000,000 / \$3,000,000
 ☐ \$4,000,000 / \$4,000,000
 ☐ \$5,000,000 / \$5,000,000

Desired Property Limits:

5. Request Limit of Business Personal Property Coverage: (Furniture & Fixtures)
 ☐ \$25,000 - Included - No Cost
 ☐ \$50,000
 ☐ \$100,000
 6. Request Limit of Business Income and Extra Expense:
 ☒ \$25,000 - Included - No Cost

Underwriting:

7. Total number of Employees? (Inclusive of all investigators) 1
 a. Number of Investigators? 1
8. Does the applicant subcontract any investigative work? ☐ Yes ☒ No
 a. If Yes - What percentage of work is subcontracted? _____
 b. If Yes - Are subcontractors required to maintain their own liability coverage at a minimum limit of \$300,000/\$600,000? ☐ Yes ☐ No
9. How many years have you maintained continuous General Liability and Errors & Omissions Coverage?: _____
- | Name of Prior Insurance | Policy Period | Limit | Deductible | Premium |
|-------------------------|---------------|-------|------------|---------|
| Scottsdale Insurance | | | | 908.69 |
10. During the past five(5) years, has any claim been made or suit brought against the applicant?
 (If Yes, please provide details on a separate attachment.) ☐ Yes ☒ No
11. Is the Applicant aware of any circumstance, allegation, contention, or incident which may result in a claim or suit against the Applicant? (If Yes, please provide details on a separate attachment.) ☐ Yes ☒ No
12. Has any Insurer canceled or refused to renew any similar insurance during the past five (5) years?
 (If Yes, please provide details on a separate attachment.) ☐ Yes ☒ No
13. Does any operation require you to carry and/or use of a firearm? (IF YOU CARRY FOR YOUR OWN PROTECTION, ANSWER NO) ☐ Yes ☒ No

Optional Coverages

14. Hired and Non-Owned Auto: ☐ \$300,000 ☐ \$500,000 ☐ \$1,000,000
 (Limit Selected cannot exceed primary liability limits)
- a. Does the applicant have a commercial auto policy in place? ☐ Yes ☒ No
 b. Does the applicant rent or hire auto in excess of 10 times per year? ☐ Yes ☒ No
 c. Does the applicant use any auto to transport clients? ☐ Yes ☒ No
 d. Does the applicant own any auto registered in the company's name or leased on a long term basis? ☐ Yes ☒ No
15. Blanket Additional Insured: ☒ Included - Included - No Cost
16. Private Eye Endorsement ☒ Included - Included - No Cost
17. Waiver of Subrogation: ☐ To Include - Additional Cost \$150
18. Primary Wording: ☐ To Include - Additional Cost \$150
19. Nose Coverage: ☐ To Include - Additional Cost Retroactive Date of Current Policy: _____
Transition from Claims Made policy to an Occurrence Form policy - One Year Additional Cost
- a. Does the applicant or any principals, directors, officers, partners, professional employees, or independent contractors of the applicant have knowledge or information of any actual or alleged acts, errors, omissions, offenses, or circumstances which might reasonably be expected to give rise to a claim against the applicant or any proposed insured entity? ☐ Yes ☐ No
20. Worldwide Coverage: ☐ To Include - Additional Cost

Other Coverages (Quote Request)

- | | |
|---|---|
| <input type="checkbox"/> Cyber/Privacy/Crime Coverage | <input type="checkbox"/> Directors and Officers Liability (D&O) |
| <input type="checkbox"/> Workers Compensation | <input type="checkbox"/> Employee Practice Liability (EPLI) |
| <input type="checkbox"/> Surety / License Bonds | <input type="checkbox"/> Drone / Unmanned Aircraft Liability |
| <input type="checkbox"/> Commercial Auto | |

Applicant's Warranty Statement: The undersigned represents to the best of his/her knowledge and belief the particulars and statements set forth are true and agree that those particulars and statements are material to the acceptance of the risk assumed by the Company. The undersigned further declares that any claim, incident or event taking place prior to the effective date of the Insurance applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the applied for which may render inaccurate, untrue, or incomplete any statement made will immediately be reported in writing to the Company and the Company may withdraw or modify and any outstanding quotations and/or authorization or agreement to bind the Insurance. The signing of the Application does not bind the undersigned to purchase the insurance, nor does the review of the Application bind the Company to issue a policy. It is understood the Company is relying on the Application in the event the Policy is issued. It is agreed that this Application, including any material submitted therewith, shall be the basis of the contract should a policy be issued, and may be attached to and become part of the policy.

Digitally Signed By
Steve Harris
7527ba7c-3463-40b9-b41e-cf06817c4ad7

Applicant's Signature _____

Name (please print): Steve Harris

Date: 07/26/2022
~~XXXX/XXXX/XXXX~~

Desired Effective Date: 07/26/2022

FOR FLORIDA APPLICANTS ONLY:

Insurance Agent's Name: Michael Yergey Agent's License Identification Number: _____

Insurance Agent's Signature _____

Coverage is not effective until approved by our underwriters and you receive our written conformation coverage is bound with your effective date and policy number is if you qualify, your effective date will be the date of your expiring policy subject to our receiving this request prior to the expiration date of that policy or if this is the first time you have purchased coverage, the date we approve your application.

Mail the completed application to **Yergey Insurance Services, LLC, 5941 Parsons Lane, King George, VA 22485-2434**
or email: info@yergeyins.com Agent for the carrier is CRC Swett and the policy is underwritten by
ACE Fire Underwriters Insurance Company and Illinois Union Insurance Company, Rated A++ from AM Best.

Questions can be answered by calling **Yergey Insurance at (800) 683-1226 or fax to (877) 418-5422.**

Coverage include:

General Liability including Bodily Injury, Property Damage, Personal Injury, Professional Liability, Error and Omissions all on an Occurrence Policy Form with an A++ rated Insurer by A.M. Best. See specimen policy for actual terms and conditions.

******FRAUD WARNING STATEMENTS******

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application (or any supplemental application, questionnaire or similar document) containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO OREGON APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or another person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ALL OTHER APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO APPLICANTS. PLEASE READ CAREFULLY

BY SIGNING THIS APPLICATION, THE APPLICANT REPRESENTS TO THE COMPANY THAT ALL STATEMENTS MADE IN THIS APPLICATION AND ATTACHMENTS HERETO ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED OR MISREPRESENTED IN THIS APPLICATION, SUPPRESSED OR CONCEALED. THE UNDERSIGNED AGREES THAT IF AFTER THE DATE OF THIS APPLICATION AND PRIOR TO THE EFFECTIVE DATE OF ANY POLICY BASED ON THIS APPLICATION, ANY OCCURRENCE, EVENT OR OTHER CIRCUMSTANCE SHOULD RENDER ANY OF THE INFORMATION CONTAINED IN THIS APPLICATION INACCURATE OR INCOMPLETE, THEN THE UNDERSIGNED SHALL NOTIFY THE COMPANY OF SUCH OCCURRENCE, EVENT OR CIRCUMSTANCE AND SHALL PROVIDE THE COMPANY WITH INFORMATION THAT WOULD COMPLETE, UPDATE OR CORRECT SUCH INFORMATION. ANY OUTSTANDING QUOTATIONS MAY BE MODIFIED OR WITHDRAWN AT THE SOLE DISCRETION OF THE COMPANY.

COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE COMPANY'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED. THE APPLICANT AGREES THAT THIS APPLICATION, IF THE INSURANCE COVERAGE APPLIED FOR IS WRITTEN, SHALL BE THE BASIS OF THE CONTRACT WITH THE INSURANCE COMPANY, AND BE DEEMED TO BE A PART OF THE POLICY TO BE ISSUED AS IF PHYSICALLY ATTACHED THERETO. THE APPLICANT HEREBY AUTHORIZES THE RELEASE OF CLAIMS INFORMATION FROM ANY PRIOR INSURERS TO THE COMPANY.*****

Westchester Specialty Insurance Services, Inc.
A Chubb Company

O 484 321 4108
www.chubb.com

3 Country View Road
Malvern, PA 19355

CHUBB

Dear Broker:

Please advise your client that Westchester Specialty Insurance Services, Inc. (Westchester Specialty) is offering this non-admitted quote as a representative of the surplus lines insurance company shown on the attached quote document.

Westchester Specialty is not acting on behalf of your client and does not seek placements in other surplus lines markets.

We are required to provide the "Home State" as defined in the Non admitted and Reinsurance Reform Act (NRRA) upon binding of this placement. We will consider the Home State as the state shown as the principal/primary address for the first named insured on the application unless you advise us otherwise.

Any applicable state taxes, fees and surcharges for surplus lines policies, as well as the performing of due diligence, filing of affidavits and other state broker reporting, are your responsibility as the surplus lines broker.

Sincerely,

Kimberly Becker
Westchester Specialty Insurance Services, Inc.
Surplus Lines License #54054



4/28/2022

Account: **Discreet Investigation and Security, LLC**

To: Steve Harris
From: Michael T. Yergey
mike@vergeyins.com
(571) 248-3190
(800) 683-1226 – Toll Free
(877) 418-5422 – Fax

Westchester Special Investigator Package Product	
COVERAGE	PREMIUM
Errors & Omissions Professional Liability and Businessowners Package	\$670.00
Total (Broker Fee & Terrorism Included)	\$709.60
Quote Term	Annual

All offered coverage is being written with Illinois Union Insurance Company – A.M. Best Rated A++ Non-Admitted Carrier
All Coverage is provided on an Occurrence basis

Coverage Forms

ALL-20887 (10/06) - ACE Producer Compensation Practices & Policies
ALL-21101 (11/06) - Trade or Economic Sanctions Endorsement
ALL-39844 (10/16) - Chubb Group of Companies US Privacy Notice
ALL-42490 ACE FATCA Notice
BOP-45222 (02/15) - ACE Private Eye Enhancement Endorsement
BOP-45223 (02/15) - Professional Investigation Errors And Omissions Liability Coverage Endorsement
BOP-45465 (02/15) - Assault Or Battery Exclusion
BOP-45226 (02/15) - Assault And Battery Sub-Limit (Defense Outside Limits)
BOP-45227 (02/15) - Defense Against Regulatory Action Sub-Limit (Defense Cost Only)
BOP45999 (06/15) - Independent Contractor Endorsement
BP0003 (07/13) - Businessowners Coverage Form
BP0417 (01/01) - Employment-Related Practices Exclusion
BOP-45230A (05/16) - Professional Investigation Service Contract – Additional Insured Endorsement
BP0492 (07/02) - Total Pollution Exclusion
BP1504 (05/14) - Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability – With Limited Bodily Injury Exception
BP0106 (07/13) Washington Changes
BP0612 (11/13) Washington Changes – Defense Costs
BP0473 (01/06) Washington Changes – Domestic Abuse
SL-24700 – Washington Surplus Lines Notification
XS3U96g – Service of Suit Endorsement
WSG-084 - Illinois Union Insurance Company Notice
LD5S23j - Signature Endorsement – Non-Admitted
TR-45231 (01/15) - Policyholder Disclosure Notice of Terrorism Insurance Coverage
BP0523 (01/15) - Cap On Losses From Certified Acts Of Terrorism

BUSINESSOWNERS PACKAGE**Location of Premises**

770 Village Way, Walla Walla, WA 99362

Operation Type	Premium
Detective Agency	\$670.

Coverage(s)	Limit	Deductible	Valuation	Cause of Loss	Premium
Business Personal Property	\$25,000	\$500.00	Replacement Cost	Special	Included
Business Income & Extra Expense	\$25,000	N/A			Included
Blanket Additional Insured – Prof Services					Included
Independent Contractor Endorsement					Included
Hired and Non-Owned Auto Liability					Excluded
Range Firearms Training					Excluded
Waiver of Subrogation					Excluded
Primary / Non-Contributory					Excluded
Employers Liability/Stop Gap					Excluded
International/Worldwide Coverage					Excluded
Nose Coverage – Transition from Claims Made to Occurrence Form					Excluded

ACE Private Eye Enhancement Endorsement					
Coverage(s)	Limit	Deductible	Valuation	Cause of Loss	Premium
Misc. Equipment	\$15,000	\$500	ACV	Special	Included
Computer Coverage	\$5,000	\$500	ACV	Special	
Care, Custody, Control	\$5,000 / \$25,000	\$500	ACV	Special	
Lost Key Coverage	\$5,000	\$500	ACV	Special	

General Aggregate Limit of Limit	\$3,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit of Liability	\$1,000,000
Damage to Premises Rented to You	\$100,000
Medical Expense Limit	\$5,000

Prior to Bind Requirements

Terms are subject to receipt and favorable review of the following information. Please note that we will not be able to issue coverage until we satisfy all of the below prior to binding:

1. *Completed and Signed Chubb Proposal (Page 4)*
2. *Signed D-1 Disclosure*
3. *Completed and Signed Chubb Application*

Warranted Policy Conditions

Terms are subject to the following warranted conditions based on the risk specific information provided on the application. Please note that coverage terms may be altered if any of the following conditions are not satisfied.

- Sub-contracted work is not greater than 50% of revenues
- No Security Guards
- No Business Auto Coverage

***State Surcharge(s)**

The state requires the following surcharges be applied in addition to the above quoted premium. Some exemptions apply. Collection and remittance of premium surcharges for admitted policies, if applicable, are the responsibility of the Carrier:

N/A Surcharge %

Account: Discreet Investigation and Security, LLC

This quote is conditioned upon the underwriter's approval. This quote may be amended or withdrawn at any time as determined by the underwriter.

If between the date of this Quote and the Effective Date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant. The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Thank you for considering Westchester Binding – Micro as your market of choice. We look forward to working with you.

Proposed Premium:



\$709.60 – Includes Package Policy w/ E&O

Optional Quote - Includes Hired and Non-Owned Auto



\$862.75 – Includes Package Policy w/ E&O
(By choosing this option, you are including Hired and Non-Owned Auto Liability at \$300,000)



\$888.27 – Includes Package Policy w/ E&O
(By choosing this option, you are including Hired and Non-Owned Auto Liability at \$500,000)



\$913.80 – Includes Package Policy w/ E&O
(By choosing this option, you are including Hired and Non-Owned Auto Liability at \$1,000,000)

To accept this quotation, please sign and date.

Digitally Signed By

2533a1e3d411d7f0b9d41e1c16a08f2d2d1

07/26/2022

Signature (Owner or Officer/Director)

Today's Date

07/26/2022

Desired Effective Date

Payment Plan Options



Payment in Full (Single Payment) - Due at inception



Two Payments - 60% Down and Remaining 40% due 100 days from inception



Four Payments - 40% Down and Remaining 20% due 45 days, 90 & 135 days from inception

(PLEASE COMPLETE SECTIONS ON THIS PAGE AND RETURN)

NOTICE

(SLA D-1)

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY WASHINGTON. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINES” INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT WHICH APPLIES TO WASHINGTON LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY WASHINGTON. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. WASHINGTON MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST.**
- 5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINES” BROKER OR CONTACT THE WASHINGTON DEPARTMENT OF INSURANCE.**

IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGES WAS GOING TO LAPSE WITHIN TWO (2) BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE (5) DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

DATE: _____

INSURED: _____

**POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE
COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2020. EFFECTIVE DECEMBER 31, 2020 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Acceptance or Rejection of Terrorism Insurance Coverage

If you choose to purchase Terrorism Insurance Coverage, the portion of your premium that is attributable to coverage for acts of terrorism is \$ INCL .

If you choose to reject Terrorism Insurance Coverage, you or your authorized representative may do so by signing and returning this notice where indicated below or otherwise notifying us prior to the inception or renewal date of the policy. Failure to do so prior to such date will be deemed purchase of Terrorism Insurance Coverage.

By Signing below, Terrorism Insurance Coverage is rejected.

Policyholder/Applicant/Authorized

Representative's Signature

Print Name

Date

Illinois Union Insurance Company
Insurance Company

Policy Number

CHUBB

**U.S. FOREIGN ACCOUNT
TAX COMPLIANCE ACT (“FATCA”)**

The U.S. Foreign Account Tax Compliance Act, commonly known as “FATCA”, became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>



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

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

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

To: BOCC
From: Norrie Gregoire, Director of Corrections/Juvenile Court Administrator
Date Written: 11.2.22

Director's Report for November 7th, 2022

Board Consent/Action Agenda Item(s):

- ✓ Consent Items: None.
- ✓ Action Items: Resolution Approving Contract with Discreet Investigations.

Corrections/Court Services Department Updates:

- ✓ Service Providers, Programs, Grants & Essential Services
 - Medication for Opioid Use Disorder (MOUD) in Jails grant is going well. In October 2022, medical staff inducted 19 inmates into the program at the facility and provided MAT to 35 additional inmates (carry over from previous month) for a total of 54 participants.
 - Adult Services Officer currently supervising 15 adult clients; 13 are pre-trial and two are serving post-conviction sentences.
 - Child Advocate program awarded a Sherwood Trust grant in amount of \$15,000 and an additional \$10,000 from 100 Women Who Care for our proposal titled *Removing Barriers & Establishing Normalcy* program.
- ✓ Court, Detention & Jail Operations
 - Jail is sticking with 12-hour shifts into 2023 and assigning on-call status to CO's who must be available to cover shifts twice per month on their days off.
 - In 2015, the wait time for competency evaluations for a defendant held in a county jail was one-month. The current average wait time is now four months or longer. We currently have eight defendants found not competent waiting for restoration beds and six defendants receiving restoration services.
- ✓ Personnel/Training/Recruitment
 - Corrections has two (2) Sergeant positions open + two Corrections Officer positions.
 - A pre-Academy CO resigned 10/31 effective 11/14/22 and is included as one of the two vacant CO positions.
 - Three Detention Officer recently complete the Juvenile Correctional Workers Academy; we have three additional officers still needing to attend. Detention is fully staffed.
 - WWSO has agreed to provide firearms training to Corrections Officer for purposes of inmate transports.
 - WWSO is also providing Defensive Tactics training later this month to both jail and detention staff.

10:45 COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice

- a) Department update and miscellaneous



Walla Walla County Community Development Department

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

To: Board of County Commissioners
From: Lauren Prentice, Director
Agenda Date: November 7, 2022
Prepared: November 2, 2022
RE: Monthly Community Development Department Update

Building/Fire Permits

A total of 46 building and fire permits were approved during the last month; compared to 53 in September and 61 in August. Only 29 were approved in October 2021. A list of these permits is included as Attachment 1.

- 27 of these were over-the-counter (OTC) permits; the average review time for these is 0 days, meaning received and issued the same day. Types of OTC permits:
 - Mechanical
 - Plumbing
 - Re-roof
 - Siding/Windows Replacement
 - Special Events (fire operational permit, typically for tents)
 - Solar Arrays (roof-mounted)
- In addition to the building OTC permits, we also issued 42 residential burn permits, more than in the three months prior together. These are also prioritized and typically issued the same day.

New Applications

73 building and fire permit applications were submitted in the last month compared to 61 in September; 39 of the new applications have been approved.

Applications Under Review

A total of 16 building/fire permits applications are currently under review (see Attachment 2). This is one more than at the same time as last month. Some of these are undergoing first plan reviews, some of them are on second or later reviews. Additionally, 75 building and fire permit applications not listed here are open but on hold pending information or action by the applicant.

As of September 23, all new building/fire plan reviews (new permit applications) are being assigned to our new contract plan reviewer, SAFEbuilt WA. This is a temporary measure intended to allow our staff to be able to focus on closing out existing permit reviews, preparing for the departure of our Building Official/Fire Marshal, and final testing of our TRAKiT upgrade, among other things. If/when inspections slow down for the winter, some plan reviews can be done by our building inspectors.

A total of 8 plan reviews are currently outstanding with SAFEbuilt WA and they've completed 23 reviews on building/fire permits. We're still working through some issues with SAFEbuilt getting them up to speed on our process, we expect the process to be hammered out in November.

Inspections

A total of 287 building/fire permits inspections were scheduled and completed in October, compared to 235 in October last year.

Software Upgrade – TRAKiT.NET to Central Square Com Dev (CS)

Our scheduled Go Live for our upgraded software system is still at the beginning of December. The project team continues to meet weekly; Technology Services is assisting and participating in these meetings. We are down to our final two weeks of testing.

Start Date	End Date	Project Task Name
10/31/2022	11/18/2022	<i>Customer Testing</i>
12/7/2022	12/8/2022	Training: End User Refresher
12/8/2022	12/8/2022	<i>Backup .NET DB Pulled and Shared</i>
12/9/2022	12/9/2022	Open Question Session - Post EUT
12/9/2022	12/9/2022	Go Live: Migration of .NET Data
12/9/2022	12/2/2022	Go Live: Migration of .NET Data (Installation)
12/12/2022	12/12/2022	Go Live: Support
12/15/2022	12/15/2022	Test: Installation
12/15/2022	12/15/2022	Test: Installation (SSRS)
1/9/2023	1/13/2023	Business Process Optimization

Technical Review Committee/Preapplication Meetings

Seen a decline in new requests over the past month, which is not unusual for this time of year. Overall, we've had 51 requests YTD 2022 compared to 60 YTD 2021.

1. 10/12 – Roundtable meeting for addition of tasting room at Weaver Family Wines. PRE22-051.
2. 10/12 – Preapplication meeting (in person) with Rural Library District regarding plans to construct new library in Touchet. Suggestions given regarding site plan requirements. Critical areas review done with recent Short Plat. Use is permitted outright so zoning review will be done with building permit submittal; primary issue will be parking. PRE22-050.
3. 10/19 – Roundtable meeting regarding possible boundary adjustment and short plat of 240-acres in the Exclusive Agriculture 120 (EA-120) district on McKay Grade Road.

Code Enforcement

Four cases were closed in October. Our new Code Compliance Officer, Kristina Blake, started on October 17; we were without a code enforcement officer for two weeks in October. Officer Blake represented the Department in Court related to infractions issued by previous officer for three properties on October 25 and November 2.

Planning/Land Use Approvals and Decisions

The following planning applications were approved in October.

Project Number	Address	Applicant	Project Type	Date Complete	Date Approved
ADU22-009	388 RUSSET RD	BOCANEGRA, THALIA GABRIELA ET AL	ACCESSORY DWELL UNIT	05/18/2022	10/05/2022
BLA22-008	21916 W HIGHWAY 124	JJW CRANBERRIES LLC c/o MIMTA	BOUND LINE ADJUST	06/10/2022	10/07/2022
CAP22-014	2301 RUSSELL CREEK RD	JEFF SMITH, RYKA CONSULTING	CRITICAL AREAS	08/02/2022	10/19/2022
CAP22-015	388 RUSSET RD	BOCANEGRA, THALIA GABRIELA ET AL	CRITICAL AREAS	08/08/2022	10/05/2022
CAP22-016	232 RAILEX RD	ANDERSON PERRY & ASSOCIATES	CRITICAL AREAS	08/17/2022	10/24/2022
CAP22-017	3312 BLUE CREEK RD	EASTMAN ROCKY SR & STEPHANIE	CRITICAL AREAS	08/25/2022	10/07/2022
CAP22-018	814 BISCUIT RIDGE RD	ISEMINGER, TAD ANDREW	CRITICAL AREAS	08/23/2022	10/07/2022
CAP22-019	325 FIRST ST	CURFMAN, JOSHUA D & HEATHER M	CRITICAL AREAS	08/29/2022	10/07/2022
CI22-003	8189 LEWIS PEAK RD	SHEPARD, TODD F & ANGIE	CODE INTERPRETATION	10/06/2022	10/06/2022
CUP22-010	2301 RUSSELL CREEK RD	JEFF SMITH, RYKA CONSULTING	CUP	08/02/2022	10/19/2022
SDP22-001	SECOND AVE & POPLAR	SUNCAP PROPERTY GROUP attn Maxwell Mowry	SITE DEVELOPMENT PERMIT	07/22/2022	10/07/2022
SEPA22-004	2901 OLD MILTON HWY	YELLOWHAWK RESORT WW LLC Attn: Scott Clark	SEPA	02/27/2022	10/05/2022
SUB22-006	232 RAILEX RD	ANDERSON PERRY & ASSOCIATES	SUBDIVISION	08/17/2022	10/24/2022

Miscellaneous

1. Attended the City of Walla Walla GMA Work Session (Part 2) on October 10.
2. Director attended annual conference of the American Planning Association (APA) Washington; participated in a panel on Accessory Dwelling Units (ADU).
3. Hearing Examiner held two public hearings on October 20 docket: two Type 2 B&B conditional use permits for Yellowhawk Resort. Several members of the public participated in the hearing which was held at the Community Development Department office. Expect decision in November.
4. Attended webinar and participated in interview with Department of Commerce related to their planning cost survey.
5. Our new Code Compliance Officer, as the Burn Control Officer, has taken over the Daily Burn Decision responsibility. Building Inspector and Administrative Assistant trained as backup. This will continue to be done in the morning, Monday through Friday. On the weekends, the line will refer customers to the Department of Ecology Burn Decision.

Attachment 1
Approved Building/Fire Permits

Permit #	Date Complete	Date Approved	Days	Address	Description
B22-0400	08/23/2022	10/03/2022	41	1813 PIKE PL	Remodel Bedroom, add Patio & Deck
B22-0476	09/29/2022	10/03/2022	4	50 PATRICIA PL	Gas piping to existing generator
B22-0478	10/03/2022	10/03/2022	0	397 BALM ST	Re-roof Residence 28 sq w/Tear-off
B22-0479	10/03/2022	10/03/2022	0	1089 AUBIN RD	Install Carrier Gas Furnace & Air Conditioner.
B22-0205	05/25/2022	10/04/2022	132	1206 MIDDLE WAITSBURG RD	1440 sf Building, 275 sf Covered Porch
B22-0248	06/19/2022	10/05/2022	108	388 RUSSET RD	2312 sf Res, 208 sf Cov P/D, 736 sf Uncov D, 560 sf Gar
B22-0291	07/05/2022	10/05/2022	92	386 RUSSET RD	944 sf ADU w/352 sf Covered P/P/D
B22-0419	08/30/2022	10/06/2022	37	4636 STATELINE RD	Repl. Siding <2,000 sf, 2 Wind, & Re-roof 22 sq w/tear-off
B22-0349	07/26/2022	10/10/2022	76	68 LILAC CT	2200 sf Residence, 635 sf Cov P/P, 1580 sf Gar
B22-0391	08/18/2022	10/10/2022	53	814 BISCUIT RIDGE RD	1024 sf Enc Pole Bldg & 608 sf Leanto add'n to existing bldg
B22-0393	08/18/2022	10/10/2022	53	3316 BLUE CREEK RD	1,100 sq ft ADU, 800 sf Covered Patio w/ attached 2,400 sf g
B22-0406	08/29/2022	10/10/2022	42	325 FIRST ST	225 sf Bedroom Addition to existing Residence
B22-0412	08/30/2022	10/10/2022	41	226 BUSSELL RD	1420 sf Addition to Existing Shop w/Bathroom & Ramp
B22-0454	09/20/2022	10/10/2022	20	237 BLUFF HAVEN RD	736 sf Addition - New Office, Family Room, & Bathroom
B22-0467	09/27/2022	10/10/2022	13	337 MISSION RD	Interior Bathroom remodel
B22-0486	10/07/2022	10/10/2022	3	285 DOUBLE RIVER RD	Replace boiler
B22-0487	10/07/2022	10/10/2022	3	1580 HAVSTAD DR	Replace Gas Furnace & A/C
B22-0488	10/07/2022	10/10/2022	3	327 CALDWELL RD	Replace gas furnace & air conditioner
B22-0489	10/07/2022	10/10/2022	3	850 LAKE RD	Residential Re-roof, 20 sq w/Tear-off
B22-0445	09/09/2022	10/11/2022	32	211 GREYSTONE DR	3780 sf Enclosed Pole Building
B22-0472	09/27/2022	10/11/2022	14	3438 HANSON LOOP	1,500 sf Carport
B22-0490	10/10/2022	10/11/2022	1	1375 MISSION RD	Install Air Handler
B22-0492	10/11/2022	10/11/2022	0	1769 CIRCLE DR	Replace heat pump & air handler
B22-0493	10/11/2022	10/11/2022	0	3143 CANBERRA DR	Replace heat pump & air handler
B22-0496	10/11/2022	10/11/2022	0	45 ERDMAN LN	Installation of electric furnace & heat pump
B22-0461	09/22/2022	10/13/2022	21	661 SUN HARBOR DR	1,440 sf Residence, 41 sf Covered Porch, 440 sf Garage
B22-0502	10/13/2022	10/13/2022	0	35 SECOND ST	Re-roof Residence, 14 sq w/tear-off

B22-0504	10/14/2022	10/14/2022	0	1416 BRYANT AVE	Re-roof Residence, 23 sq w/tear-off
B22-0505	10/14/2022	10/14/2022	0	1457 JACKSON ST	Re-roof Residence, 16 sq w/tear-off
B22-0506	10/14/2022	10/14/2022	0	1416 BRYANT AVE	Re-roof detached structure, 7 sq w/tear-off
B22-0501	10/13/2022	10/17/2022	4	1016 BRYANT AVE	Abate Underground Oil Tank
B22-0508	10/17/2022	10/17/2022	0	380 INGHAM RD	Replace air handler
B22-0411	08/30/2022	10/19/2022	50	211 PARADISE DR	615 sf Freestanding Carport
B22-0462	09/23/2022	10/19/2022	26	72 HARBOR BLVD	3,456 sf Enclosed Pole Building
B22-0512	10/19/2022	10/19/2022	0	133 RANSOM RD	Install plumbing for outdoor kitchen
B22-0514	10/19/2022	10/19/2022	0	1048 SPRING CREEK RD	Installation of 5 T A/C & Coil
B22-0516	10/20/2022	10/20/2022	0	133 RANSOM RD	Replace 75 gal gas water heater
B22-0517	10/21/2022	10/24/2022	3	16115 E HWY 124	Replace gas furnace & heat pump
B22-0520	10/25/2022	10/25/2022	0	97 LAMAR RD	Installation of air handler & heat pump
B22-0521	10/25/2022	10/25/2022	0	2150 PLEASANT ST	Replace gas furnace
B22-0498	10/12/2022	10/26/2022	14	1167 HONEYBEE LN	1,842 sf Residence, 195 sf Cov'd Porch/Patio, 645 sf Garage
B22-0513	10/19/2022	10/26/2022	7	2725 OLD MILTON HWY	7.40 kW DC Roof Mount Solar Array
B22-0523	10/26/2022	10/26/2022	0	782 ELECTRIC AVE	Re-roof Residence, 26 sq w/tear-off
B22-0524	10/27/2022	10/27/2022	0	758 FLAT TOP RD	Replace Heat Pump System
B22-0525	10/28/2022	10/28/2022	0	1747 STURM AVE	Re-roof Residence 45 sq w/tear-off
B22-0526	10/28/2022	10/31/2022	3	1321 BARLEEN DR	Re-roof Residence, 45 sq w/tear-off

Attachment 2
Building/Fire Permits Under Review (9/27/2022)

Permit #	Date Complete	Address	Description	Permit Type
B22-0417	08/30/2022	473 FLYING B DR	2,720 SF Res, 717 sf Cov P, 1,040 sf Gar, 340 sf Poolhouse	1 FAM RESIDENCE
B22-0466	09/27/2022		45 lf Bridge over Russell Creek using Trailer Bed	BRIDGE
B22-0468	09/27/2022	1175 SUN HARBOR DR	3,480 sf Hanger(shop), 840 sf Second Floor, 1,872 sf Lean To	POLE BUILDING
B22-0471	09/27/2022	218 E LANGDON RD	1728 sf Enclosed Pole Bldg, 248 sf Covered Patio	POLE BUILDING
B22-0480	10/03/2022	1321 BARLEEN DR	Remodel existing Master Bath & Bedroom	ADDITION REMODEL
B22-0491	10/10/2022	432 HEALEY DR	3095 sf Residence, 780 sf Covered Patio, 1150 sf Garage	1 FAM RESIDENCE
B22-0494	10/11/2022	627 RAILEX RD	Grading for Operations	GRADING
B22-0515	10/18/2022	2104 STATELINE RD	in-Ground Pool	POOL HOT TUB
B22-0518	10/21/2022	1355 MAGNOLIA DR	14.43 kW DC Roof Mount Solar Array	SOLAR ARRAY
B22-0519	10/24/2022	4184 OLD MILTON HWY	Interior Remodel - see notes	ADDITION REMODEL
B22-0522	10/25/2022	23 SAGE RD	1494 sf Marlette Manufactured home to replace existing	FACTORY BUILT STRUCT
B22-0527	10/28/2022	1180 WHITELEY RD	400 sf Special Event Tent 11/03 - 11/07/22	SPECIAL EVENT
B22-0528	10/28/2022	510 E BOEING AVE	800 sf Special Event Tent 11/04 - 11/06/22	SPECIAL EVENT
B22-0529	10/28/2022	1604 FRENCHTOWN RD	800 sf Special Event Tent 11/03 - 11/07/22	SPECIAL EVENT
B22-0530	10/31/2022	1325 TWO ACRE LN	19.08 kW Roof Mount Solar Array	SOLAR ARRAY
B22-0533	11/01/2022	520 RUSSET RD	2016 sf Enclosed Pole Building	POLE BUILDING

Attachment 3
Citizen Complaints and Reports/Inquiries

The following complaints and inquiries were logged in CRM TRAK (Citizen Response Module) in the last month. Many of these were inquiries fielded by our planning staff and the rest were code violation reports directed to our Code Compliance Officer for investigation.

Issue	Title	Status	Nature/Type	Category	Issue Address	Created Date
INQ22-000252	Future minor variance	Responded	CITIZEN INQUIRY	Planning	65 MERRY LN	10/04/2022
INQ22-000253	Possible deck/patio in Yellowhawk Creek buffer	Responded	CITIZEN INQUIRY	Planning	133 RANSOM RD	10/06/2022
INQ22-000265	Driveway/access and second address for 'barndominium'	Responded	CITIZEN INQUIRY	General	110 PEARMAN AVE	10/10/2022
INQ22-000255	Abandoned fuel tank	Case Closed	CITIZEN INQUIRY	Fire	1016 BRYANT AVE	10/10/2022
INQ22-000256	New driveway	Responded	CITIZEN INQUIRY	Planning	172 T BAR T RD	10/11/2022
INQ22-000257	New interested party for subdivision	Responded	CITIZEN INQUIRY	Planning	2794 MILL CREEK RD	10/11/2022
INQ22-000258	Conveyance via deed?	Responded	CITIZEN INQUIRY	Planning	17 S HUSSEY ST	10/11/2022
INQ22-000259	New land owner-possible development on hill	Responded	CITIZEN INQUIRY	Planning	30 BIRDSEYE VIEW	10/12/2022
INQ22-000288	Could homesite at 25 Barney be separated?	Responded	CITIZEN INQUIRY	Planning	255 BARNEY RD	10/13/2022
CRM22-000260	ILLEGAL BUSINESS @ 479 HARBOR BLVD	Void	ILLEGAL BUSINESS	Building	479 HARBOR BLVD	10/13/2022
INQ22-000261	Future tasting room/winery	Responded	CITIZEN INQUIRY	Planning	2104 STATELINE RD	10/14/2022
INQ22-000262	Can this lot be utilized just as a separate shop building?	Responded	CITIZEN INQUIRY	Planning		10/17/2022
INQ22-000263	Build house east of 197 WHISTLING DUCK RD	Responded	CITIZEN INQUIRY	Planning	197 WHISTLING DUCK RD	10/18/2022
CRM22-000264	2 RVs on lot being lived in	Under Investigation	LIVING IN A RV	Building	258 GALLANT RD	10/18/2022
CRM22-000266	LIVING IN A RV @ 119 PEACH LN	Report Received	LIVING IN A RV	Building	119 PEACH LN	10/19/2022
INQ22-000267	in person meeting with judy	Responded	CITIZEN INQUIRY	Planning	CREEKSIDE LN	10/21/2022
INQ22-000268	249 LAMPSON DR	Responded	CITIZEN INQUIRY	Planning		10/21/2022
CRM22-000269	ILLEGAL BURN	Case Closed	RESIDENTIAL OUTDOOR BURNING	Building		10/21/2022

CRM22-000270	Unpermitted Uses: RV, ATV, Off Road & Utility & Sport Trailer Sales & Service	Under Investigation	OTHER	Code Enforcement	8174 OLD HWY 12	10/25/2022
CRM22-000271	Nuisance Light Pollution from Don Johnson Trailer Sales	Case Closed	OTHER	Code Enforcement	8174 OLD HWY 12	10/25/2022
CRM22-000272	RV storage business	Duplicate Complaint	ILLEGAL BUSINESS	Code Enforcement		10/25/2022
INQ22-000273	Property in Daybreak subdivision Parc #350609450003	Responded	CITIZEN INQUIRY	Planning	DAYBREAK RD	10/26/2022
INQ22-000274	Build a garage at 23 LILAC COURT	Responded	CITIZEN INQUIRY	Planning	23 LILAC CT	10/27/2022
CRM22-000275	LIVING IN A RV	Report Received	LIVING IN A RV	Building		10/27/2022
CRM22-000276	ILLEGAL BUSINESS	Report Received	ILLEGAL BUSINESS	Building		10/27/2022
REC22-000277	RESIDENTIAL OUTDOOR BURNING	Report Received	RESIDENTIAL OUTDOOR BURNING	Building		10/27/2022
CRM22-000278	Car Repair Business Junk cars	Duplicate Complaint	ILLEGAL BUSINESS	Planning	26 OFF PL	10/28/2022
CRM22-000279	ILLEGAL BUSINESS @ 26 OFF PL	Under Investigation	ILLEGAL BUSINESS	Code Enforcement	26 OFF PL	10/28/2022
CRM22-000280	Nuisance Light Pollution from Trailer Sales Parking Lot	Case Closed	OTHER	Code Enforcement	8174 Old Hwy 12	10/28/2022
CRM22-000281	Nuisance Light Pollution from Cowboy Church building and parking lot	Case Closed	OTHER	Code Enforcement	8136 OLD HWY 12	10/28/2022
REC22-000282	ILLEGAL BUSINESS	Complaint Verified	ILLEGAL BUSINESS	Code Enforcement		10/28/2022
INQ22-000286	Subdivide or redraw property lines	Responded	CITIZEN INQUIRY	Planning	8567 HART RD	10/31/2022
CRM22-000283	Renting out Manager dwelling, in violation of CUP15-004	Complaint Verified	OTHER	Code Enforcement	1319 BERGEVIN SPRINGS RD	10/31/2022
CRM22-000284	Renting out Manager Bungalow at B&B against approval of CUP15-009	Complaint Verified	OTHER	Code Enforcement	1315 BERGEVIN SPRINGS RD	10/31/2022

11:00 TECHNOLOGY SERVICES DEPARTMENT

Chad Goodhue

- a) Department update and miscellaneous

11:15 FACILITIES MAINTENANCE

Robert Grandstaff

- a) Department update and miscellaneous

Walla Walla County Facilities Department

310 W Poplar St, Walla Walla, WA 99362

Update November 2, 2022

Maintenance:

The work order process continues to be managed, but preventive maintenance is scheduled when time is available. Maintenance has been short staffed with the leaving of Robert Henry. The new Director Robert Grandstaff started on the 1st of November and has been assisting where needed and is transitioning to his new role. We are preparing for winter weather by checking our heating systems and working on preventive maintenance.

Custodial:

Interviews will be scheduled for the next week to replace a shortage in custodial staff. We intend to fill that position as soon as possible.

Grounds:

The grounds team is mowing for last time and preparing the equipment for snow removal. Ice melt will be staged in different locations for winter preparedness.

Facilities Projects:

Courthouse Electrical Upgrade

Elevator Bearing Repair

Old Jail Project

Server Room Project

11:30 JOINT FINANCIAL UPDATE

**Karen Martin
Gordon Heimbigner**

- a) 2022 budget report

11:45 COUNTY SHERIFF

Mark Crider

- a) Office update and miscellaneous**

11:55 COUNTY COMMISSIONERS


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

12:00 RECESS

1:00 COUNTY COMMISSIONERS

a) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$_____ (Fairgrounds Special Run)
- 2) Possible direction/action re proposal by Yellowhawk Resort, LLC (ZCA21-001) to amend Walla Walla County Code to amend the permitted uses table to make a Type III Winery a conditional use in the Rural Residential 5 (RR-5) Zoning District



Walla Walla County Community Development Department

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

To: Walla Walla County Board of County Commissioners
From: Lauren Prentice, Community Development Director
Prepared: October 27, 2022
Meeting Date: October 31, 2022
RE: Public Hearing: Application ZCA21-001 by Yellowhawk Resort WW, LLC. to make Winery Type 3 a conditional use in the Rural Residential 5 (RR-5) zoning district.

Background

The application by Yellowhawk Resort WW, LLC. would amend the zoning code (Walla Walla County Code Section 17.16.014 Permitted Uses Table) to make the use 'Winery, Type 3' a Conditional Use in the Rural Residential 5 (RR-5) zoning district. This is a use that is currently defined in WWCC Chapter 17.22. All the development standards in Chapter 17.22 for Type 3 Wineries would apply under this amendment proposal, as well as the conditional use permit criteria in WWCC Chapter 17.40. This amendment would extend the same standards for this use as already allowed in the Rural Residential Mill Creek 5-acre (RRMC-5) district. A specific site or proposal is not currently under review, this would occur later, through a separate public process, if the amendment were approved.

The Planning Commission held a Final Docket Public Hearing on August 3, 2022. Following the public hearing the Planning Commission voted 5-2 to recommend that the application be denied.

This amendment would make the use, which is already allowed in one of the Rural Residential zones, allowed in the RR-5 zone, where similar uses are already allowed, including: Bed and Breakfast Type 1, Bed and Breakfast Type 2, Wedding and Event Center Type 1, Wedding and Event Center Type 2, 5-acre Subdivisions, agricultural uses, assembly halls, agri-tourism enterprises, helistops, public or semi-public recreational facilities, gun/archery ranges (indoor and outdoor), art production facilities, radio and television stations and towers, small-scale value-added agriculture processing, educational uses (schools and universities), produce stands, railroad terminals, commercial greenhouses, home businesses, and various types of residential uses including accessory dwelling units, long-term care facilities, and temporary farmworker housing.

There are approximately 6,400 acres of RR-5 land in the County, which is about 0.8% of unincorporated Walla Walla County. Within this 6,400 acres there are approximately 2,425 tax parcels in total. During the Preliminary Docket phase, the applicant provided a map with some information on lot sizes in the RR-5 zone. That is included here again as an attachment in response to questions at the last workshop. This attachment shows the areas outside Walla Walla that are zoned RR-5. As we discussed at the workshop, in the Burbank and Touchet areas, there is a larger proportion of parcels in the RR-5 district that are 20 acres or larger and would therefore be eligible for a Type 3 Winery if the amendment was approved.

Decision Criteria

After holding a Final Docket public hearing, the Board will use the following criteria to make the final decision on the proposed code amendment in WWCC 14.15.070(C)(3):

- a. The amendment is consistent with the comprehensive plan; and*
- b. The amendment meets a definable public need; and*
- c. The amendment is in the long term interest of the county.*

Attachments and Documents

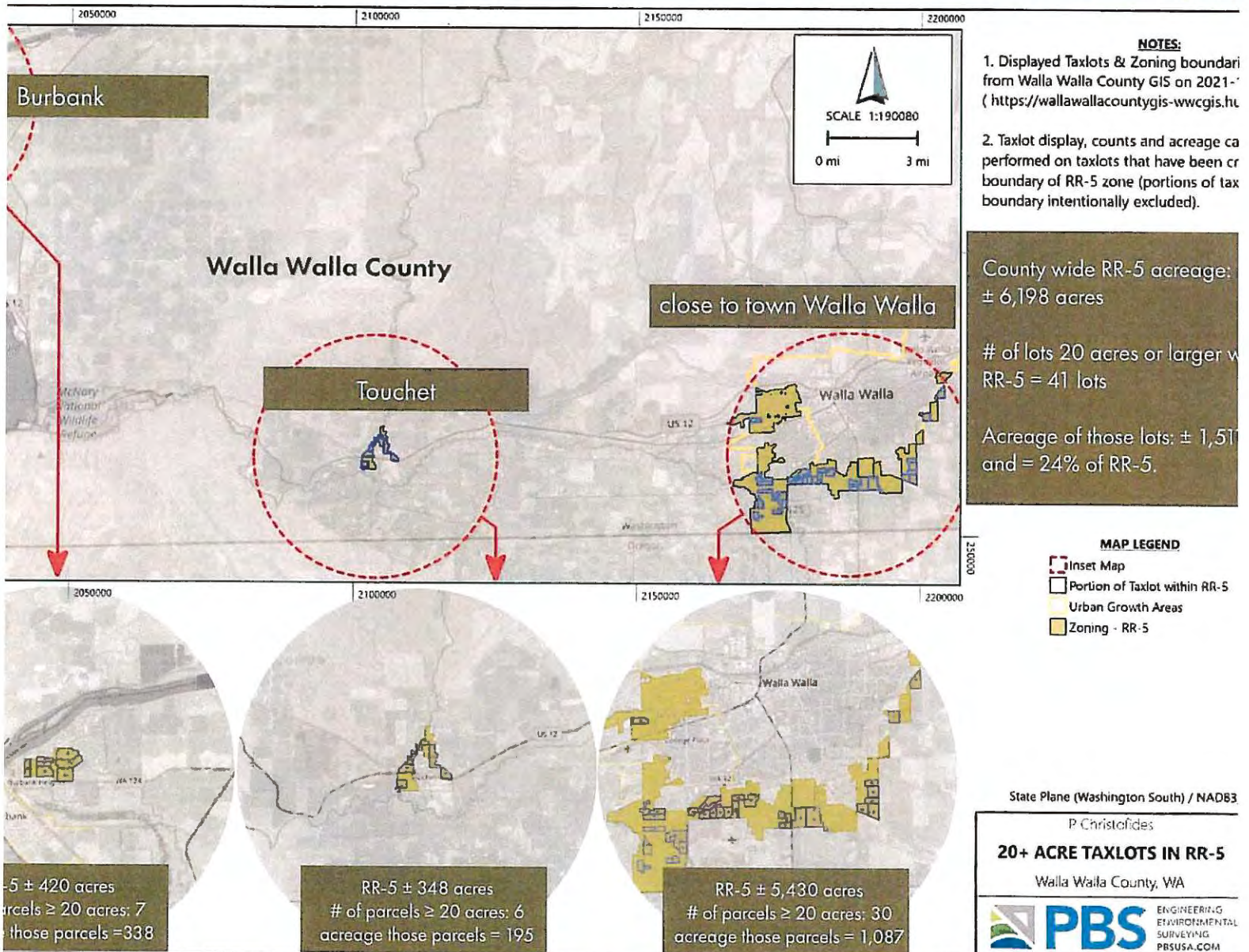
Application materials and other documents available online and in prior meeting packets, specifically:

- A. Rural Residential 5 Zoning Map by PBS dated December 1, 2021
- B. BOCC Workshop Staff Report dated October 17, 2022 and Public Comment Staff Responses
- C. BOCC Workshop Staff Report dated September 6, 2022
- D. Planning Commission Public Hearing Staff Report dated August 3, 2022

Public Hearing Notice

A public hearing notice was published in Walla Walla Union Bulletin, The Times (Waitsburg), the Tri-City Herald, and the Walla Walla Union Bulletin, and posted on the Community Development Department website. It was mailed/emailed to parties of record.

Where would Type III wineries fit?



Walla Walla County - RR-5 Zone + Type III Winery

a) Consent Agenda Items:

- 1) Resolution – Signing a Local Agency Agreement and a Project Prospectus for an application for Federal Highway Bridge Program Funds for the Five Mile Bridge Project
- 2) Resolution – Signing a Local Agency Agreement and a Project Prospectus for an application for Federal Highway Bridge Program Funds for the Wallula Bridge Project

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
LOCAL AGENCY AGREEMENT AND
A PROJECT PROSPECTUS FOR AN
APPLICATION FOR FEDERAL
HIGHWAY BRIDGE PROGRAM
FUNDS FOR THE FIVE MILE BRIDGE
PROJECT



RESOLUTION NO. **22**

WHEREAS, Federal Highway Bridge Program funds are available; and

WHEREAS, Five Mile Bridge has qualified to receive Federal Highway Bridge Program funds; and

WHEREAS, Five Mile Bridge Project is listed on the Six Year Transportation Improvement Program; and

WHEREAS, a Local Agency Agreement and Project Prospectus have been prepared as part of an application for said funds to improve Five Mile Bridge; and

WHEREAS, Walla Walla County agrees to comply with the regulations, policies and procedures set forth in the Local Agency Agreement as a condition of payment of federal funds obligated; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that they do hereby enter into said Local Agency Agreement and Project Prospectus and the Chair of the board shall sign same in the name of the Board.

*Passed this 7th day of **November, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
LOCAL AGENCY AGREEMENT AND
A PROJECT PROSPECTUS FOR AN
APPLICATION FOR FEDERAL
HIGHWAY BRIDGE PROGRAM
FUNDS FOR THE WALLULA BRIDGE
PROJECT



RESOLUTION NO. 22

WHEREAS, Federal Highway Bridge Program funds are available; and

WHEREAS, Wallula Bridge has qualified to receive Federal Highway Bridge Program funds; and

WHEREAS, Wallula Bridge Project is listed on the Six Year Transportation Improvement Program; and

WHEREAS, a Local Agency Agreement and Project Prospectus have been prepared as part of an application for said funds to improve Wallula Bridge; and

WHEREAS, Walla Walla County agrees to comply with the regulations, policies and procedures set forth in the Local Agency Agreement as a condition of payment of federal funds obligated; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that they do hereby enter into said Local Agency Agreement and Project Prospectus and the Chair of the board shall sign same in the name of the Board.

*Passed this 7th day of **November, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

**Walla Walla County Public Works
990 Navion Lane
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 2 November 2022

Re: Director's Report for the Week of 31 October 2022

Board Action: 7 November 2022

Resolutions:

In the Matter of Signing a Local Agency Agreement and a Project Prospectus for an Application for Federal Highway Bridge Program Funds for the Five Mile Bridge Project.

In the Matter of Signing a Local Agency Agreement and a Project Prospectus for an Application for Federal Highway Bridge Program Funds for the Wallula Bridge Project.

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: Working on final project items.
- Abbott Road Sidewalk: Contractor is working on stormwater items.

MAINTENANCE/FLEET MANAGEMENT:

- North Crew – Cleaning culverts and winter prep.
- South Crew – Culvert work and winter prep.
- Vegetation & Signs – Sign maintenance and brush clean up.
- Garage – Routine services and repairs, working on snow and ice pre-season equipment maintenance.

ADMINISTRATION:

- Conducted our monthly Foremen's meeting.
- Conducted our monthly Finance Review meeting.
- Conducted our weekly Road Operations, Engineering, and Staff meetings.

a) **Action Agenda Items:**

- 1) Resolution – Adopting revised Walla Walla County Veterans' Relief Program Guidelines
- 2) Proposal 2022 11-7 DCH-1 Approval to increase amount of Behavioral Health Request For Proposal (RFP) funding by \$200,000 for a total of \$680,000 from one tenth of one percent funding

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING
REVISED WALLA WALLA COUNTY
VETERANS' RELIEF PROGRAM
GUIDELINES

RESOLUTION NO. **22**

WHEREAS, RCW 73.08.035 mandates that the legislative authority for each county must establish a veterans' advisory board to advise the county legislative authority on the needs of local indigent veterans, the resources available to local indigent veterans, and programs that could benefit the needs of local indigent veterans and their families; and

WHEREAS, the Walla Walla County Board of Commissioners, the legislative authority for the county, has authorized the Department of Community Health to serve as the county department responsible for this program; and

WHEREAS, members of the Walla Walla County Veterans' Advisory Board have reviewed program guidelines and proposed revisions; and

WHEREAS, members of the Walla Walla County Veterans' Advisory Board met on October 6, 2022, and voted to unanimously request the Board of Walla Walla County Commissioners approve the updated Veterans' Relief Program Guidelines; and

WHEREAS, with input from the Department of Community Health and discussion among the Board of Walla Walla County Commissioners on November 7, 2022 the Board approved revisions to the guidelines; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby adopt the revised Walla Walla County Veterans' Relief Program Guidelines.

Passed this 7th day of **November, 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



VETERANS' RELIEF PROGRAM GUIDELINES

Revised _____, 2022

Approved this

Attest:

Diane Harris, Clerk of the Board

Todd L. Kimball, Chair, District 2

Gregory A. Tompkins, District 3

Jennifer R. Maybeny, District 1

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

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INTRODUCTION AND ORGANIZATION

In accordance with [RCW 73.08.010](#) the legislative authority of each county is required to establish a Veterans' Assistance Program to address the needs of local indigent veterans and their families. This program approved by the county legislative authority is fully or partially funded by the veterans' assistance fund authorized by [RCW 73.08.080](#). Taxes are to be levied and collected as prescribed by law for the purpose of creating the veterans' assistance fund and expenditures from the veterans' assistance fund, and interest earned on balances from the fund, may be used only for those purposes as outlined within the statutes.

The County Legislative authority has authorized the Walla Walla County Department of Community Health (DCH) to administer the Veterans' Assistance Program in accordance with RCW 73.08.010. As required by statute, DCH has created a Veterans' Relief Advisory Board and shall consult with, and solicit recommendations from, a Veterans' Advisory Board established under [RCW 73.08.035](#), to the extent feasible and consistent with the statute, and subcontract as necessary, to facilitate the effective use of assistance funds through efficient model programs that benefit veterans and family members experiencing financial hardships.

1. PURPOSE

The purpose of the Walla Walla County Veterans' Relief Program is to provide emergency assistance to all local eligible indigent veterans and family members pursuant to RCW 73.08.010.

2. MEMBERSHIP

- a. The Veterans' Relief Advisory Board (VRAB) is comprised of 7-15 members.
- b. Advisory Board Members must be residents of Walla Walla County.
- c. Advisory Board Members of the Veterans' Advisory Board shall submit formal application in response to solicitation of the county legislative authority and be approved for appointment to the Board.
- d. Advisory Board Members must be veterans from a local branch of nationally recognized veterans' service organizations or the veterans' community at large, or both, to serve on the board.
- e. No less than a majority of the board members shall be members from nationally recognized veterans' service organizations and only veterans with an honorable, or general under honorable condition, discharge, as indicated on their DD214, are eligible to serve as Advisory Board Members.
- f. Advisory Board Membership is voluntary.
- g. The term of membership shall be three (3) years and veterans may reapply for consecutive terms via an in person, verbal request to the Advisory Board at least one month prior to their term expiring. Advisory Board Members may only be reappointed by a majority vote of the Board of County Commissioners.

3. ELECTION OF OFFICERS

- a. The officers of the Advisory Board shall consist of a Chair and Vice-Chair and such other officers as the Advisory Board may approve and appoint.
- b. The officers shall be elected from the membership for terms of one (1) year, computed from the date of their election. However, any officer may be removed at any time for just cause by a vote of the majority of the Advisory Board entered on record.

- c. A call for election of officers shall take place at the October and November meetings each year.
- d. The election of officers shall take place at the December meeting each year.
- e. The term of office of the Chair and Vice Chair shall commence on January 1 of each year.

4. OFFICERS

a. CHAIRPERSON

- i. The Chairperson shall preside over the meetings of the Advisory Board and may exercise all powers usually incidental to the office, including the full rights as a member of the Advisory Board (including, but not limited to: voting, seconding motions, making motions on discussions).
- ii. The Chairperson shall have full power to create standing committees or temporary committees.

b. VICE-CHAIRPERSON

- i. The Vice-Chairperson shall, in the absence of the Chairperson, perform all the duties incumbent upon the Chairperson. If the Chairperson and the Vice-Chairperson are both absent from a meeting, the members of the Advisory Board shall elect a temporary Chairperson who shall have full powers of the Chairperson for the duration of that meeting.

5. COMMITTEES

- a. Committees may be formed to assist with program planning to assure the effective use of assistance funds through efficient model programs that benefit veterans and family members experiencing hardships.
- b. Committees shall be comprised of at least three members, one of which must be an Advisory Board member who shall serve as Committee Chair.
- c. In addition to Advisory Board members, committees may be comprised of community partners, DCH staff and/or contractors.
- d. Committees may be established only by majority vote of the Advisory Board, and must have clear purpose and mission.
- e. Committees may be charged with such duties, examinations, investigations, and inquiries relative to subjects of interest to the Advisory Board, as it may by resolution or motion determine.
- f. Appeal Committee: Shall be comprised of the Director of DCH, the Chair and Vice-chair of the Veteran's Relief Advisory Board and one (1) member-at-large.
- g. No temporary or standing committee shall have the power to commit the Advisory Board to the endorsement of any plan or program without its submission to and adoption by the Advisory Board.

6. MEETINGS

- a. All meetings will be held in an accessible public venue, virtually or via telephone and announced at least two weeks in advance of any meeting.
- b. The regular meeting shall be held monthly, unless otherwise determined by a quorum of the Advisory Board.

- c. Community Stakeholders are urged to attend the public Veterans' Relief Advisory Board meetings.
- d. The meetings of the Advisory Board shall be open to the public with the exception of executive sessions held pursuant to [RCW 42.30.110](#) as it exists or is amended.

7. QUORUM

- a. A simple majority of the membership of the Advisory Board shall constitute a quorum for the transaction of business. Any action taken by a simple majority of those present, when those present constitute a quorum, shall be deemed to be the action of the Advisory Board except in matters relating to the amendment of these Guidelines and the recommendation to the Board of County Commissioners for approval of final plans and budgets.
- b. Recommendations to the Board of County Commissioners for approval of amendments to these Guidelines and final plans and budgets shall be by the affirmative vote of two-thirds (2/3) of the membership.

8. ABSENCE OF MEMBERS

- a. Advisory Board members unable to attend a regularly scheduled meeting of the Advisory Board shall so notify the Chair, Vice Chair or DCH staff in advance. Failure to notify the above-mentioned individuals of an absence will be deemed unexcused. The Board will vote on excused absence(s) during roll call at the beginning of each meeting.
- b. Three unexcused absences within one calendar year may be construed as a neglect of duty; the position may be declared vacant, the member so notified, and the Board of County Commissioners called upon for action.

9. MINUTES

- a. County staff shall keep minutes of each meeting for its formal record. Minutes shall include record of decisions made and action by the Advisory Board in the conduct of its business. Minutes shall not include extensive descriptions of discussions leading to decisions or actions, or other work products generated in the conduct of Advisory Board business.

10. VOTING

- a. Only appointed members of the Advisory Board may vote.
- b. Voting by phone or remote attendance will be permitted.
- c. Voting by proxy is not permitted at meetings of the Advisory Board or its committees.

11. AMENDMENTS

- a. The Guidelines may be amended in the following manner:
- b. At any regular meeting of the Advisory Board the proposed amendment shall be submitted in writing and shall be read at that meeting.
- c. The proposed amendment shall then be tabled to the next regular meeting for action.
- d. County staff shall send a copy of the proposed amendment to all members of the Advisory Board and to the Board of County Commissioners in a reasonable time prior to the meeting, at which time it shall be acted upon. A two-thirds (2/3) majority shall be sufficient to recommend amendment or alteration of these Guidelines.
- e. Said recommendation must then be approved by the Board of County Commissioners.
- f. Any amendment or modification of these Guidelines may be initiated by the Board of County Commissioners and upon a written, signed statement of amendment or modification, the

Guidelines shall be so changed.

PROGRAM POLICIES

The following policies have been established to meet the criteria set by RCW 73.08.010 and purpose of providing emergency assistance to all eligible, local indigent veterans and their family members.

FINANCIAL POLICIES

1. The DCH shall cause to be prepared in consultation with the Advisory Board, an annual revenue and expenditure budget. The Walla Walla County Commissioners shall annually adopt the revenue and expenditure budget for the Veterans Relief Fund (VRF) under fund 121 in the County Budget.
2. DCH will provide, at minimum, an annual report to the Board of County Commissioners and the Advisory Board, which is to include revenues collected, funds expended, and number of veterans served. Other information may be added as determined necessary.
3. DCH will provide a quarterly revenue and expenditure report to the Advisory Board.
4. **Revenue**
 - a. Revenues of the VRF shall be generated from a property tax levy authorized by RCW 73.08.080 and estimated interest income.
 - b. The levy rate shall continue to be established by the Board of County Commissioners.
5. **Expenditures**
 - a. Expenditures shall be driven by available resources for budgetary purposes.
 - b. If contractors are used for vouchers the contractors are responsible for processing of payments to vendors, ensuring expenditures do not exceed the balance of the issued voucher.
 - c. OCH is responsible for review all contractor expenditures and processing payment. DCH is responsible for ensuring expenditures do not exceed the balance in the VRF by establishing monthly amount of services based on funding available, cash flow analysis, reconciliation of the account and any recommendations within the limits of the law.
6. **Administration**
 - a. As required by RCW 73.08.080, administration costs will be identified as a separate line item, justified in the annual budget proposal, and deducted from the VRF quarterly.

ELIGIBILITY POLICIES

In accordance with RCW 73.08.005, the following eligibility requirements must be met:

1. **Service Requirements.** The definition of a "Veteran" is as defined by RCW 73.08.005 (5) as it exists or is hereafter amended and the following additional definition:
 - a. A current member honorably serving in the armed forces reserve or national guard who has served for at least one hundred eighty (180) days.
 - b. An exception may be made for Veterans with a General Discharge (under honorable conditions) when there is a work-related or health need.

2. Family Member Eligibility.

Family members entitled to apply for assistance shall be defined as the spouse or domestic partner, surviving spouse, surviving domestic partner, and dependent children of a living or deceased veteran, or a servicemember who was killed in the line of duty regardless of the number of days served.

3. Residency Requirements.

- a. Applicants must have been a resident of the Walla Walla County for at least sixty (60) days.
- b. An exception can be made (1) if the Veteran has been discharged from military service in the last 90 days and the Veteran has moved to Walla Walla County during that 90-day period or (2) the Veteran can show intent to establish residency in Walla Walla County such as enrollment in SSVF or HUD-VASH.
- c. Applicants must present proof of residency. See Attachment C.

4. Indigence/Income Requirements.

A person who is defined as such by the county legislative authority using one or more of the following definitions:

- a. Receiving one of the following types of public assistance: Temporary assistance for needy families, aged, blind, or disabled assistance benefits, pregnant women assistance benefits, poverty-related veterans' benefits, food stamps or food stamp benefits transferred electronically, refugee resettlement benefits, Medicaid, medical care services, or supplemental security income;
- b. Receiving an annual income, after taxes, of up to ~~one hundred seventy five percent (175%)~~ **two hundred (200%)** or less of the current federally established poverty level **with review every six months**. See Attachment A; or
- c. Unable to pay reasonable costs for shelter, food, utilities, and transportation because his or her available funds are insufficient.

Federal Poverty Guidelines as defined annually by Health and Human Services (Attachment A), shall serve as the federal establishment of poverty level. In extraordinary circumstances and when warranted, a contractor may request DCH to waive the income guidelines or the amount paid for assistance (See procedure guidelines for waivers).

REFERRAL TO OTHER RESOURCES POLICY

To maximize dollars and provide for as many needs as possible, applicants, when appropriate, will be referred to other community resources for services.

APPEAL AND RESOLUTION POLICY

Applicants who have been denied assistance will be provided with an explanation from the contractor, if any, administering the program. If the applicant needs assistance with an appeal application, this will be provided by the contractor. Assistance includes but is not limited to, help with preparing the written appeal and/or other procedural steps as needed.

1. Appeal to DCH:

- a. If the applicant is not satisfied with the explanation, they may appeal in writing to the DCH within fifteen (15) days.
- b. A decision will be issued from the DCH within five (5) business days from the date of receiving the appeal(s).

2. Appeal to Advisory Board:

- a. Applicants may file an appeal of a decision of the DCH to the Advisory Board.
- b. DCH staff shall assist Applicants desiring to file an appeal by providing forms and procedures.
- c. Written appeal shall be filed in writing to the Advisory Board within ten (10) working days of receipt of the initial decision. of DCH.
- d. The Advisory Board's Appeal Committee will review the appeal and make a decision in regard to the appeal within five (5) business days. See Section 5.f Committees for details on the Appeal Committee.

PROGRAM PROCEDURES

APPLICATION PROCEDURES

Veterans may apply for assistance as many times as necessary during the calendar year as emergency needs and maximum allotments allowed.

1. **Screening.** An application form "Application for Veterans' Relief Fund" (Attachment B) shall be completed by the applicant in order to determine eligibility and to verify need. Each applicant shall provide original documentation to support Veteran or Veteran family member status, monthly income and expenses, residency, and the emergent need.

Contractor shall ensure sufficient documentation to support information provided. Examples of acceptable proof of residency, service record and income are outlined in Attachment C. If necessary, the applicant can be provided with a copy of Attachment C to facilitate receipt of required supporting documentation.

2. **Disbursement Limits.** The limits of disbursements of funds to individuals will be adjusted in the month of February each year according to the Consumer Price Index. In 2022, the limits are up to \$1440 in a calendar year, per qualified applicant. An additional \$200 per year may be granted to applicants for each additional dependent residing in the household. In extenuating cases of hardship, the contractor may recommend that a voucher amount exceed this established disbursement limit through the waiver processes noted below.
3. **Refusal of Service.** If Walla Walla County or service organizations suspect fraud, criminal activity or abuse of the system by the applicant, the matter will be vetted through the Advisory Board, DCH and County Prosecuting Attorney as necessary. The Advisory Board and DCH have full authority to deny or suspend service as necessary. If the applicant is found guilty of fraud or criminal activity, the applicant will be refused services in the future.
4. **Voucher Issuance.** The contractor will issue a voucher, signed by authorized personnel to a participating vendor within the community that can supply the emergent need of the applicant. All vouchers will be non-refundable and non-transferable and will be reimbursed at actual cost of service.
5. **Voucher Delivery.** The food voucher is provided to the applicant who will deliver the voucher to the participating vendor for services.
6. **Voucher Redemption.** The vendor will return the food voucher to the DCH with their monthly billing and the DCH will process vouchers through the Walla Walla County Auditor's Office for payment according to the County Auditor's payment schedule.
7. **Waivers.**
In extraordinary circumstances and when warranted, contractors may request waivers from the DCH by utilizing the Waiver Request Form (Attachment J). Extraordinary circumstances may include situations where the veteran may be associated with the contractor by way of employment, volunteer work or relationship to a staff member employed by the contractor. The waiver should be completed by the contractor and submitted to DCH for approval and processing.

As a final option, Applicants may file an appeal as set forth in the Appeal and Resolution policy.

ELIGIBLE USE OF FUNDS

The fund is intended to aid in emergency circumstances. Eligibility criteria can be found in Attachment D. Funding and resources available in the community will be maximized. The following are eligible uses of Veterans' Relief funds:

- 1. Rental Assistance.** To avoid eviction or to assist in obtaining temporary or permanent housing in Walla Walla County. (Veterans who are already using housing vouchers are not eligible for this assistance.)
 - a. The Rental Assistance Form - Attachment E.
 - b. Housing Status Verification Form -Attachment F.
 - c. Landlord Memorandum can be found in Attachment G.
- 2. Temporary Shelter.** Temporary shelter can be given for one to three nights at a time and not to exceed 14 days, in the situation where a veteran cannot be placed at the Christian Aid Center or other Emergency Shelter. The situation must be analyzed to see if there is a plan in place to divert the veteran from homelessness.
 - a. Emergency shelters include the Christian Aid Center and the YWCA. Veteran will be referred to Walla Walla County Coordinated Entry system.
- 3. Background check.** As needed to determine eligibility for employment or housing, including housing application fees and credit reports, not to exceed \$100 per calendar year.
- 4. Utility Assistance.** Deposit, past due and shut off notices on residences within Walla Walla County.
- 5. Food Assistance.** Local food bank referrals will be given for applicants requesting food. However, in the event that food banks cannot be used, and the need is an emergency, vouchers may be issued in amounts that shall be calculated based on the United States Department of Agriculture's (USDA) Food Plan for the amount of food needed for the household for one week. The matrix can be found in Attachment K. Households will be eligible for one voucher every one-hundred and eighty (180) days. Exceptions are evaluated on a case-by-case basis. Voucher should indicate that it is for food only, excluding tobacco and alcoholic products, household items, dog and cat food.
- 6. Transportation related expense for work, medical appointments, etc.** Medical and work appointments should be verified over the phone or through written note from the doctor or employer. License plate number and make of vehicle shall be obtained and noted in the file on the application for funds. Contractor will issue a receipt to the veteran along with request for repayment in the event the veteran is reimbursed for travel from an alternate veteran fund source. Verification will be noted on the application in the file. Eligible expenditures are:
 - a. License and registration fees
 - b. Insurance costs for one month, up to \$200.
 - c. Fuel vouchers to the co-op or Beeline will be issued in \$10 increments.
 - d. Bus tickets
 - e. Bicycles or recycled bicycles, not to exceed \$250 per calendar year, including mandatory registration with the police department if applicable.

7. **Minor vehicle repairs related to critical access.** Vehicle repairs shall not exceed \$600 per year, which will enable a veteran to access critical education or employment programs with a pathway to earned income or for access to critical medical or health related transportation where public transit is not available.
8. **Specialty equipment or fees.** Specialized equipment, tools, clothing or fees for testing may be allowed in order for the veteran to gain access to education or employment opportunities. These specialized services shall be provided in collaboration with all other funding sources to assure these expenses facilitate a pathway to education or employment. Assistance to obtain a telephone or telephone minutes can be provided to meet healthcare or housing related needs.
9. **Clothing,** for work or employment search.
10. **County Burial of Indigent Deceased Veterans.** All indigent veterans and deceased family member of an indigent veteran who die without leaving means sufficient to defray funeral expenses, will be eligible for up to \$500 in assistance for a family member, and up to \$1,000 for a veteran. See Attachment H for the Burial Assistance form.
11. **Dental Assistance.** There is a lifetime cap of \$2000 per applicant that can be used for dental services. Only Veterans qualify for dental assistance and they must have a referral from a dentist to ensure there is a work-related or health need, including preventative dental procedures. Once the service has been used and the lifetime cap has been reached, it cannot be used again. This assistance can be given in addition to the disbursement limit.
12. **Health and welfare related expenses.**

VETERANS' ORGANIZATION VOUCHER PROCEDURES

Hall Rental. For a service organization to be reimbursed for hall rental, a Statement of Services (Attachment I) must be completed and submitted to the DCH. The allowable rental fee is a maximum of \$800 per calendar year. The requested amount cannot exceed the actual costs and the form shall be accompanied by proper documentation. A reimbursement for the previous year's rental expense is due at the end of January of the new year.

Stand-Down Funds. Requests for stand-down funds can be submitted utilizing a Statement of Services (Attachment I). This request must be accompanied by documentation to support allowable use of Veterans Relief funds. All stand-down requests will be provided to the advisory board for review and recommendation to DCH.

Attachment A

APPLICATION FORM

NAME: _____ APPLICATION DATE: _____

ADDRESS: _____

PHONE: _____ DATE OF BIRTH: _____ SOCIAL SECURITY# _____

MONTHS IN STATE: _____ MONTHS IN COUNTY: _____

MARITAL STATUS: _____ LEGAL DEPENDENTS AND AGES: _____

ETHNICITY: ☐ Caucasian ☐ Hispanic ☐ African-American ☐ Asian ☐ Other

BRANCH OF SERVICE: _____ SERVICE NUMBER: _____

DATE ENTERED: _____ DISCHARGE DATE: _____ TYPE OF DISCHARGE: _____

LIST BELOW ANY MONTHLY INCOME FROM THE FOLLOWING:

WELFARE	_____	UNEMPLOYMENT	_____
VA BENEFITS	_____	STATE INDUSTRIAL	_____
CHILD SUPPORT	_____	SOCIAL SECURITY	_____
ALIMONY	_____	EMPLOYMENT (SPECIFY)	_____
PART-TIME WORK	_____	OTHER (SPECIFY)	_____
SPOUSE'S INCOME	_____	TOTAL INCOME	\$ _____

LIST BELOW YOUR MONTHLY EXPENSES FOR THE ITEMS INDICATED:

RENT	_____	VEHICLE	_____
FUEL	_____	CREDIT CARDS	_____
FOOD	_____	MEDICAL	_____
ELECTRICITY	_____	WATER	_____
OTHER (SPECIFY)	_____	OTHER (SPECIFY)	_____
		TOTAL EXPENSES	\$ _____

Does applicant qualify as indigent (per Attachment A/B to Guidelines)? Yes No

BRIEFLY DESCRIBE ASSISTANCE NEEDED: _____

I the undersigned swear or affirm under penalty of perjury that the answers to the questions hereon are true and correct and I understand that should they be proven false upon investigation, I may forfeit my right to assistance under the Veteran's Assistance Act of the State of Washington and incur such other penalties as may be prescribed by law. I further agree to release any information regarding my case that may be in possession of other social service agencies and aid in the processing of this request.

Applicant's Signature _____ Date _____

OFFICE USE ONLY

TOTAL GRANTED: \$ _____ VOUCHER#: _____ VENDOR: _____

ASSISTANCE DENIED (SPECIFY REASON): _____

COPY OF DISCHARGE VERIFICATION (DD214 or OTHER) & PICTURE I.D. MUST BE ON FILE OR ATTACHED TO APPLICATION

**EXAMPLES OF ACCEPTABLE PROOF OF RESIDENCY, SERVICE RECORD
AND INCOME DOCUMENTATION**

SERVICE RECORD

- A. Form DD214
- B. Veterans Administration Verbal Verification 1-800-827-1000
- C. National Guard Letter of ..., NB22
- D. Report of Separation (or equivalent form)

WALLA WALLA COUNTY RESIDENT- 60 DAYS

- A. Rental agreement or receipts
- B. Bills, e.g. utilities, telephone
- C. Mail from official government source, e.g. tax forms

FAMILY RELATIONSHIP

- A. Birth certificate
- B. Marriage license
- C. Death certificate of veteran
- D. Adoption papers
- E. Public assistance documents

INCOME

- A. Pay stubs
- B. Income tax return
- C. Social Security statements
- D. VA Assistance statements
- E. Disability verification
- F. DSHS grant verification
- G. Unemployment record
- H. L&I disability award letter
- I. Letter from person who hired the veteran for odd jobs
- J. Letter from person who has supported the veteran last month

EXPENSES

- A. Utility Bills
- B. Rental Agreements
- C. Invoices or statements

Walla Walla County Veterans' Relief Fund

Eligibility Criteria

UTILITIES (GAS-ELECTRIC-WATER):

- FINAL NOTICE and PAST DUE NOTICE are both needed to show the amounts due and usage
- Next step is the need to call the company and determine two (2) things:
 1. Dates of service for the amount owing
 2. When was the last payment made
- If the amount of the bill is more than the assistance being rendered, the client must come up with the difference to ensure full amount owing is paid

PRESCRIPTIONS:

- Original prescription must be in hand and different pharmacies called to price compare
- Counsel takes place to determine if the veteran has applied for medical assistance and if a veteran has signed up at the VA hospital
- There is assistance every three (3) months up to the amount of \$40 from Helpline and additional services from St. Vincent de Paul and SonBridge.

FOOD:

- Veteran must access any of the qualifying food banks.
- Counsel client to see if application has been made for food stamps.

TRANSPORTATION:

- Verified doctor's appointments for any out-of-county travel
- Verified job or job search status.
- Homeless living in vehicle
- Relocation to another area

RENT:

- Housing status will be determined by the Housing Status Verification Form, Attachment F
- Forms must be sent to landlord accepting the amount of services qualified for (i.e. 25% for single households and 30% for families); this is based on the amount of total rent
- When all forms have been turned in, a check or voucher is then issued
- Household will be referred to Walla Walla Coordinated Entry system, Pathways Home

EXCEPTIONS

- If a veteran's need exceeds the prescribed limit, contractor can request an exception to the dollar limit

BURIAL:

- The applicant is entitled to the burial assistance as prescribed by the RCW 73.08.070

CLOTHING:

- Scope and purpose of clothing services shall be specific to employment or obtaining work
- Clothing must be purchased at preferred locations to include thrift stores and discount department stores, e.g. Walmart or equivalent.

OTHER:

- Applications are also offered for vision care through the Lions Club
- Dental service applications
- Prescription discount program
- Hygiene
- Household and furniture vouchers
- Bread
- Blankets

Services may be refused at any time due to poor conduct.

To be eligible for services, clients must conduct themselves in an appropriate, safe manner. They are required to treat the staff with courtesy and respect. If a person should become vulgar or violent, they are asked to leave.

WALLA WALLA COUNTY VETERANS' RELIEF FUND
RENTAL ASSISTANCE FORM

Date _____

Applicant's Name _____

Address _____

Landlord's Name _____

Address _____

Phone _____

Landlord's Tax ID Number or Social Security Number _____

NOTE TO LANDLORD: If applicant is behind in rent, please state the amount of the past due rent.
If any of these amounts is a deposit or late charges, please identify this in your statement below.

STATEMENT OF LANDLORD:

() Owner of Property ~ OR ~ () Manager of Property

Owner's Name, if different from Manager _____

Landlord's Signature _____

- If the rent request is approved, payment will be processed within 3 weeks. -

WALLA WALLA COUNTY VETERANS'RELIEF FUND
Housing Status Verification

Date: _____

Applicant's Name: _____

SITUATION		REQUIRED DOCUMENTATION
Individual/household is at risk and facing potential eviction	Nonpayment of rent or other lease violation	<input type="checkbox"/> Pay or vacate notice or eviction notice. AND <input type="checkbox"/> Copy of lease naming individual or household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit.
	Nonpayment of utilities (see program guidelines for eligibility)	<input type="checkbox"/> Copy of lease naming individual or household member as lease holder or other written occupancy agreement identifying them as legal tenant of unit. AND <input type="checkbox"/> Utility shut off notice identifying the individual or household member, indicating that utility will be shut off or disconnected if payment is not received, and is signed and dated by utility company representative and/or included utility company contact information. AND <input type="checkbox"/> Statement from case manager indicating that without VRF assistance the individual/household will lose their housing and become homeless.
Individual/household is homeless or will be within 14 days	Lacks a fixed, regular and adequate nighttime residence or losing housing within 14 days	<input type="checkbox"/> Letter signed and dated from provider of temporary residence that includes a statement verifying the applicant's current living situation and the date when the household must vacate the temporary housing. OR <input type="checkbox"/> Telephone call to provider of temporary housing that is documented, signed, and dated by the case manager making the call (complete a Third-Party Oral Verification form. Equivalent case notes may be substituted.). OR <input type="checkbox"/> Current HMIS record from homeless housing program, including dates of stay. OR Self-declaration signed and dated by applicant stating why they are homeless (complete Self-Declaration form). **Self-declaration of housing status should be used rarely and only when written third party verification cannot be obtained. **
	Exiting an institution	<input type="checkbox"/> Letter signed and dated by hospital/institution representative that included a statement verifying current hospital/institution stay of individual and indicating individual has no housing to return to upon discharge.
	Fleeing domestic violence, sexual assault, stalking, etc.	<input type="checkbox"/> Signed and dated self-declaration from individual (complete Self-Declaration form).

MEMORANDUM OF AGREEMENT FOR HOUSING ASSISTANCE

Property Owner/
Manager
(Landlord)

Name/Company

Phone

Address

City/State/Zip Code

Tenant

Name(s)

Phone

Address

City/State/Zip Code

Agency

Veterans' Relief Program
Walla Walla County Department of Community Health
314 West Main, Walla Walla WA.99362
Phone:509-524-2650

Total Amount of One Month's Rent: \$ _____ Unit Size: Studio ___ IBR ___ 2+BR ___

Total Amount of Assistance Paid to Landlord from Agency: \$ _____

Total Due from the Tenant: \$ _____

The above named Landlord agrees to house the above named Tenant for a period of \$30 days from _____, 20____. Eviction of tenant from the dwelling will not occur before _____, 20____ based on this Agreement. In return for housing this tenant and based on this signed Agreement, the Agency will pay the sum of \$ _____ to be applied to one month's rent due to the Landlord. The balance of the one month's rent is due from the Tenant as noted above. Payment of assistance from the Agency is contingent on the Landlord having received and signed this completed "Memorandum of Agreement for Housing Assistance".

By granting rent assistance, it is understood that the Agency is in no way liable or obligated for any further rent payments or damages to the Landlord. Tenant is responsible for the remaining balance.

Signed _____

Landlord, Owner or Manager

Date

Signed _____

Agency Staff- Authorized Signature

Date

WALLA WALLA COUNTY VETERANS' RELIEF FUND
BURIAL ASSISTANCE FORM

Date _____

Applicant's Name _____

Address _____

Is a completed application for Veterans' Relief Fund attached? ☐ Yes ☐ No

Does the applicant qualify for Veterans' Relief Fund? ☐ Yes ☐ No

Proof of death verified? ☐ Yes ☐ No

Any other funding available? ☐ Yes ☐ No

Justification of Application, including documentation: (To be completed by Veterans' Relief Fund Administrator or Post Implementation Officer)

Submitted by: _____
Veterans' Relief Fund Administrator or Post Implementation Officer
Signature

Department of Community Health Action:

Authorization Signature

Date

Vendor Name _____

Address _____

City _____

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered for the labor performed as described herein, and the claim is a just, due and unpaid obligation against County of Walla Walla, and that I am authorized to authenticate and certify to said claim

SIGNED _____

TITLE _____

DATE _____

Federal Identification number

WALLA WALLA COUNTY VETERANS' RELIEF FUND
WAIVER REQUEST

Applicant's Name _____ Date _____

THIS IS A REQUEST TO WAIVE THE FOLLOWING CRITERIA:

AMOUNT OF ASSISTANCE _____ INCOME LIMIT _____

OTHER _____

Please attach completed application.

Justification of Wavier:

(To be completed by the applicant, or Veterans' Relief Fund Administrator).

Applicant's Signature

Veterans' Relief Fund Administrator

Decision by Department of Community Health_____

Authorized Signature

Date _____



Proposal

Date: November 2, 2022

Proposal ID: 2022 11-07 DCH

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Increase One-Tenth Funding for Request for Proposals

Topic: Behavioral Health Services Funding RFP

Summary

The Department of Community Health has budgeted \$480,000 from the One-Tenth of One Percent tax fund for community request for proposals (RFP) for several years. The Department of Community Health would like to ask the Board of County Commissioners to increase the funding for the community RFP process by \$200,000 in 2023. The total One-Tenth of One Percent funding for 2023 community RFP would be \$680,000. This year we pulled information from our behavioral health assessment and updated the scope to meet recommendations. Project targets include: Access to Outpatient Behavioral Health Care for spanish speakers; Community Health Workers/Promoters; Emergency Room Diversion Programs; Peer Support Programs; Suicide Prevention/Crisis Services/Reduction of Harm; Youth Behavioral Health Services and Behavioral Health Prevention Services.

Cost

The additional cost would be \$200,000. Total 2023 RFP funding would be \$680,000.

Funding

One-Tenth of One Percent (Fund 120)

Alternatives Considered

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

I do not find a risk for this fund by increasing the amount for 2023.

Benefits

This additional funding amount will get needed resources out to the community for mental health and chemical dependency programs.

Conclusion/Recommendation

Recommend the BOCC approve the additional amount of \$200,000 for the community RFP process. Community funding from One-Tenth of One Percent Tax Funding will be \$680,000 in 2023.

Submitted By

Nancy Wenzel, DCH

Disposition

____ Approved

Name

Department

Date

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

Department of Community Health

11-7-2022 Department Update

- We continue to hold:
 - Weekly School calls
 - Every other week- Communicable Disease call
 - Every other week- Long Term Care call
 - Weekly Environmental Health
 - Weekly Managers Meetings
- Held our Monthly Staff Meeting October 18.
- Held our Community Health Advisory Board meeting on October 11.
- Hired Population Health Manager and Environmental Health Manager.
- Hired a Temporary RN to work on policies and procedures related to clinical response.
- Because of staffing and workload, we will be bringing a contract to BOCC to propose having a consultant lead our HIPAA policy and procedure updates. This is to ensure we are up to date with security and privacy rules. (Public Health Grant Funding)
- Because of staffing, workload and critical grant management oversight needed at our department level we will be bringing a contract to BOCC to propose having a consultant assess and develop our grant management policies/procedures, train staff and create subaward risk assessment and specific monitoring tools. (Public Health Grant Funding)
- The department will be proposing consulting contracts for BOCC to approve for our Community Health Improvement Plan. (Public Health Grant Funding)
- Our department is working on a Suicide Prevention Messaging Campaign and we will bring any proposal that requires a contract before the BOCC for review and approval.
 - We will be asking to fund a Suicide Prevention Position in 2023.
- Because of new staffing in Environmental Health, DCH is pursuing a subject matter expert to train staff.
- We mailed our 2023 food establishment renewals which are due 12/31/2022.

2:00 COUNTY COMMISSIONERS

- a) Presentation by Amanda Wernert, CEO of Blue Mountain Humane Society re proposed 2023 Walla Walla County Animal Control Services

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

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

2:45 COUNTY COMMISSIONERS

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

- A D J O U R N -

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

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