

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, OCTOBER 10, 2022

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

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

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

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

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

1:15 P.M. COUNTY COMMISSIONERS

Chairman Kimball

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

- a) Roll call and establish a quorum
- b) Silence cell phones
- c) Declarations re: conflict of interest
- d) Approval of agenda
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- h) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for October 3 and 4, 2022
 - 2) Payroll action and other forms requiring Board approval
- i) **Action Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4243637 through 4243865 totaling \$2,489,135.48; 4243610 to 4243636 \$16,426.24 (travel)
 - 2) Proposal 2022 10-10 EconDev - Port Approval of release of Port of Walla Walla Economic Development Sales Tax Fund monies to the City of Waitsburg for the Sewer System Relining Project
 - 3) Approval of use of county property for Global Photo Associates USA, Inc filming purposes at Twin Sisters/Wallula Gap
 - 4) Resolution – Executing an employment agreement with Robert Grandstaff
- j) Discussion/possible direction re agenda topics for Joint Walla Walla City Council and Walla Walla County Commissioner meeting on October 17, 2022



Proposal

Date: October 5, 2022

Proposal ID. 2022 10-10 ECON DEV – PORT

To: BOCC

From: Diane Harris, Clerk of the Board, Board of County Commissioners

Intent – Approval of payment to City of Waitsburg (Port of Walla Walla 9/10ths Funds)

Topic – Approval of release of Port of Walla Walla Economic Development Sales Tax Fund monies to the City of Waitsburg for Sewer System Relining Project.

Summary

On September 13, 2022 the City of Waitsburg requested and applied for \$200,000 in grant funds from the Port's portion of the Walla Walla County Economic Development Sales Tax Funds for a project identified as Sewer System Relining Project. By Proposal 2022 10-03 Econ Dev-Port, the County (Board of County Commissioners) approved the Port of Walla Walla's request during an open, public session of the board.

On September 29, 2022 Pat Reay, Port of Walla Walla Executive Director, requested the payment of the grant funds from the Economic Development Sales Tax Fund monies. The Port of Walla Walla is requesting the concurrence of the County, and at such time a warrant will be vouchered for payment to the City of Waitsburg for the following:

Port of Walla Walla – 9/10ths funds - \$200,000.00

Cost

see above

Funding

9/10ths Funds (Port of Walla Walla portion)

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Approve payment to City of Waitsburg in the amount of \$200,000 from the Port of Walla Walla 9/10ths Economic Development Funds.

Submitted By

Disposition

Diane Harris, Commissioners 10/05/2022

☐ Approved

Name Department Date

☐ Approved with modifications

☐ Needs follow up information

Signature

☐ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up



September 29, 2022

*release of funds
10/10*

Todd L. Kimball, Commission Chair
Gregory A. Tompkins, Commissioner
Jenny Mayberry, Commissioner
Walla Walla County
P.O. Box 1506
Walla Walla, WA 99362

RE: Economic Development Sales Tax Fund (EDSTF) Request for Funding Distribution from the Port's portion of the EDSTF for the Economic Development Sales Tax Fund Grant – City of Waitsburg – Sewer System Relining Project

Dear Commissioners:

The Port of Walla Walla hereby submits this Economic Development Sales Tax (EDST) funds distribution request for the \$200,000 from the Port's portion of the EDSTF for City of Waitsburg – Sewer System Relining Project. The City of Waitsburg was awarded a \$200,000 grant from the Port's EDST funds for public infrastructure improvements on the City of Waitsburg – Sewer System Relining Project.

If the County Commissioners concur with our finding to proceed with the Port of Walla Walla's funds distribution request, please authorize the Walla Walla County Treasurer to proceed and to either contact Randy Hinchliffe, City Administrator at the City of Waitsburg at 509-337-6371 or to mail a check to City of Waitsburg, P.O. Box 35, Waitsburg, WA 99361-0035 to complete the transaction.

If you have any questions, please call.

Sincerely,

Patrick H. Reay
Executive Director

cc: Port Commissioners
Paul Gerola, Economic Development Director
Randy Hinchliffe, City Administrator, City of Waitsburg
File



SEND REMITTANCE TO:
MICHELS CORPORATION
PO BOX 95
BROWNSVILLE, WI 53006-0095

INVOICE NO. 1728102

Customer No. WAI0014
ATTN: Randy Hinchliffe
City of Waitsburg
147 Main Street
Waitsburg, WA 99361

Date: 8/12/2022
Michels Job #: 22010611
Pay App #: 1

RE: 6" & 12" CIPP and New Manhole Installation Project

Invoice Summary

1. Original Contract Value:	\$659,947.00
2. Revised Contract Value (Change Orders):	\$764,502.92
3. Total Completed to Date:	\$170,676.96
4. Previously Billed:	\$0.00
5. Previously Held Retainage:	\$0.00
6. Total Earned This Period:	\$170,676.96
7. Tax This Period: WA STATE TAX LOC CODE: 3603, 8.3%	\$14,166.19
8. Total Completed This Period:	\$184,843.15
9. Retainage This Period:	\$8,533.85
10. Current Amount Due This Period:	\$176,309.30

For Internal Use Only	
Total Sales:	\$184,843.15
Taxable Amount:	\$170,676.96
Sales Tax:	\$14,166.19
Retainage:	\$8,533.85
Invoice Amount:	\$176,309.30

City of Wallingburg
2" CIPP and New MH Project

MPS Job No. 22010611
Pay Application No.: 1
Date: 8/12/2022

Bid Description	Unit	Unit Cost	Unit Quantity	Total Cost	Previous Quantity	Previous Applications	Current Quantity	Current Application	Total Quantity	Total Cost To Date	Percent Complete	Project Retention			5% Retention Total
												Retainage This Period	Retainage Previously Held		
Location for Manhole Locating	LS	\$ 7,120.00	1	\$ 7,120.00		\$ -	1.00	\$ 7,120.00	1.00	\$ 7,120.00	100.0%	\$ 356.00	\$ -		\$ 356.00
CCTV/Locate Manholes	HR	\$ 696.00	32	\$ 22,272.00		\$ -	32.0	\$ 22,272.00	32.0	\$ 22,272.00	100.0%	\$ 1,113.60	\$ -		\$ 1,113.60
Installation for Manhole/CIPP Installation	LS	\$ 29,590.00	1	\$ 29,590.00		\$ -	0.25	\$ 7,397.50	0.25	\$ 7,397.50	25.0%	\$ 369.88	\$ -		\$ 369.88
15 New Manholes and 2 Cleanouts	LS	\$ 166,390.00	1	\$ 166,390.00		\$ -	0.35	\$ 58,936.50	0.35	\$ 58,936.50	35.0%	\$ 2,946.83	\$ -		\$ 2,946.83
Cured In Place Pipe Lining	LF	\$ 46.00	7000	\$ 322,000.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Cured In Place Pipe Lining	UF	\$ 70.00	1287	\$ 90,090.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Cured In Place Pipe Lining	EA	\$ 241.00	85	\$ 20,485.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Reinstatement				\$ 659,947.00											
Original Contract Amount															
Added Manhole															
Double J Cost	LS	\$ 12,110.00	1	\$ 12,110.00		\$ -	1.0	\$ 12,110.00	1.0	\$ 12,110.00	100.0%	\$ 605.50	\$ -		\$ 605.50
Michels Markup (12%)	LS	\$ 1,453.20	1	\$ 1,453.20		\$ -	1.0	\$ 1,453.20	1.0	\$ 1,453.20	100.0%	\$ 72.66	\$ -		\$ 72.66
MH 19 Additional Depth & MH 7 Point Repair															
Double J Cost	LS	\$ 6,542.00	1	\$ 6,542.00		\$ -	1.0	\$ 6,542.00	1.0	\$ 6,542.00	100.0%	\$ 327.10	\$ -		\$ 327.10
Michels Markup (12%)	LS	\$ 785.04	1	\$ 785.04		\$ -	1.0	\$ 785.04	1.0	\$ 785.04	100.0%	\$ 39.25	\$ -		\$ 39.25
MH 6 Additional Depth															
Double J Cost	LS	\$ 2,191.00	1	\$ 2,191.00		\$ -	1.0	\$ 2,191.00	1.0	\$ 2,191.00	100.0%	\$ 109.55	\$ -		\$ 109.55
Michels Markup (12%)	LS	\$ 262.92	1	\$ 262.92		\$ -	1.0	\$ 262.92	1.0	\$ 262.92	100.0%	\$ 13.15	\$ -		\$ 13.15
MH 18 Additional Depth and Sidewalk Restoration															
Double J Cost	LS	\$ 6,248.00	1	\$ 6,248.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Michels Markup (12%)	LS	\$ 749.76	1	\$ 749.76		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
MH 31 Additional Depth and Restore Driveway															
Double J Cost	LS	\$ 3,689.00	1	\$ 3,689.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Michels Markup (12%)	LS	\$ 442.68	1	\$ 442.68		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Point Repairs for Segments MH30 and MH33 (3 Ea)															
Double J Cost	LS	\$ 8,078.00	1	\$ 8,078.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Michels Markup (12%)	LS	\$ 969.36	1	\$ 969.36		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Additional Depth MH 3, MH 4, MH 5 (3 Ea)															
Double J Cost	LS	\$ 8,418.00	1	\$ 8,418.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Michels Markup (12%)	LS	\$ 1,010.16	1	\$ 1,010.16		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -		\$ -
Double J T&M for Dewatering/Chipping out manhole channels															
Chip Out MH's 12, 13, 14, 15, 16 (13.5 hrs)	LS	\$ 2,251.50	1	\$ 2,251.50		\$ -	1.0	\$ 2,251.50	1.0	\$ 2,251.50	100.0%	\$ 112.58	\$ -		\$ 112.58
Dewatering MH 6 & MH 7	LS	\$ 13,376.00	1	\$ 13,376.00		\$ -	1.0	\$ 13,376.00	1.0	\$ 13,376.00	100.0%	\$ 668.80	\$ -		\$ 668.80
Michels Markup (12%)	LS	\$ 1,875.30	1	\$ 1,875.30		\$ -	1.0	\$ 1,875.30	1.0	\$ 1,875.30	100.0%	\$ 93.77	\$ -		\$ 93.77
Added HR Qty for Clean/CCTV/Locate Manholes	HR	\$ 696.00	49	\$ 34,104.00		\$ -	49.0	\$ 34,104.00	49.0	\$ 34,104.00	100.0%	\$ 1,705.20	\$ -		\$ 1,705.20
Act Amount				\$ 764,502.92		\$ -		\$ 170,676.96		\$ 170,676.96	22.3%	\$ 8,533.85	\$ -		\$ 8,533.85
Excluded (Washington State, 8.3%)				\$ 63,453.74		\$ -		\$ 14,166.19		\$ 14,166.19					
Act Amount W/ Tax				\$ 827,956.66		\$ -		\$ 184,843.15		\$ 184,843.15					



SEND REMITTANCE TO:
MICHEL'S CORPORATION
PO BOX 95
BROWNSVILLE, WI 53006-0095

INVOICE NO. 26225005

Customer No. WAI0014
ATTN: Randy Hinchliffe
City of Waitsburg
147 Main Street
Waitsburg, WA 99361

Date: 9/9/2022
Michels Job #: 22260611
Pay App #: 2

RE: 6" & 12" CIPP and New Manhole Installation Project

Invoice Summary

1. Original Contract Value:	\$659,947.00
2. Revised Contract Value (Change Orders):	\$778,385.38
3. Total Completed to Date:	\$342,847.38
4. Previously Billed:	\$184,843.15
5. Previously Held Retainage:	\$8,533.85
6. Total Earned This Period:	\$172,170.42
7. Tax This Period: WA STATE TAX LOC CODE: 3603, 8.3%	\$14,290.14
8. Total Completed This Period:	\$186,460.56
9. Retainage This Period:	\$8,608.52
10. Current Amount Due This Period:	\$177,852.04

For Internal Use Only	
Total Sales:	\$186,460.56
Taxable Amount:	\$172,170.42
Sales Tax:	\$14,290.14
Retainage:	\$8,608.52
Invoice Amount:	\$177,852.04

11 Waltsburg
2" CIPP and New MH Project
by Hinchliffe

MPS Job No. 22260611
Pay Application No.: 2
Date: 8/12/2022

Bid Description	Unit	Unit Cost	Unit Quantity	Total Cost	Previous Quantity	Previous Applications	Current Quantity	Current Application	Total Quantity	Total Cost To Date	Percent Complete	Project Retention			5%
												Retainage This Period	Retainage Previously Held	Retainage Total	
Excavation for Manhole Locating	LS	\$ 7,120.00	1	\$ 7,120.00	1.00	\$ 7,120.00		\$ -	1.00	\$ 7,120.00	100.0%	\$ -	\$ 356.00	\$ 356.00	
CCTV/Locate Manholes	HR	\$ 696.00	32	\$ 22,272.00	32.0	\$ 22,272.00		\$ -	32.0	\$ 22,272.00	100.0%	\$ -	\$ 1,113.60	\$ 1,113.60	
Excavation for Manhole/CIPP Installation	LS	\$ 29,590.00	1	\$ 29,590.00	0.25	\$ 7,397.50	0.25	\$ 7,397.50	0.50	\$ 14,795.00	50.0%	\$ 369.88	\$ 369.88	\$ 739.75	
15 New Manholes and 2 Cleanouts	LS	\$ 168,390.00	1	\$ 168,390.00	0.35	\$ 58,936.50	0.65	\$ 109,453.50	1.00	\$ 168,390.00	100.0%	\$ 5,472.68	\$ 2,946.83	\$ 8,419.50	
Cured In Place Pipe Lining	LF	\$ 46.00	7000	\$ 322,000.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -	\$ -	
Un-cured In Place Pipe Lining	LF	\$ 70.00	1287	\$ 90,090.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -	\$ -	
Reinforcement	EA	\$ 241.00	85	\$ 20,485.00		\$ -		\$ -	0.0	\$ -	0.0%	\$ -	\$ -	\$ -	
Original Contract Amount:				\$ 659,947.00											
Added Manhole															
Double J Cost	LS	\$ 12,110.00	1	\$ 12,110.00	1.0	\$ 12,110.00		\$ -	1.0	\$ 12,110.00	100.0%	\$ -	\$ 605.50	\$ 605.50	
Michels Markup (12%)	LS	\$ 1,453.20	1	\$ 1,453.20	1.0	\$ 1,453.20		\$ -	1.0	\$ 1,453.20	100.0%	\$ -	\$ 72.66	\$ 72.66	
MH 19 Additional Depth & MH 7 Point Repair															
Double J Cost	LS	\$ 6,542.00	1	\$ 6,542.00	1.0	\$ 6,542.00		\$ -	1.0	\$ 6,542.00	100.0%	\$ -	\$ 327.10	\$ 327.10	
Michels Markup (12%)	LS	\$ 785.04	1	\$ 785.04	1.0	\$ 785.04		\$ -	1.0	\$ 785.04	100.0%	\$ -	\$ 39.25	\$ 39.25	
MH 6 Additional Depth															
Double J Cost	LS	\$ 2,191.00	1	\$ 2,191.00	1.0	\$ 2,191.00		\$ -	1.0	\$ 2,191.00	100.0%	\$ -	\$ 109.55	\$ 109.55	
Michels Markup (12%)	LS	\$ 262.92	1	\$ 262.92	1.0	\$ 262.92		\$ -	1.0	\$ 262.92	100.0%	\$ -	\$ 13.15	\$ 13.15	
MH 18 Additional Depth and Sidewalk Restoration															
Double J Cost	LS	\$ 6,248.00	1	\$ 6,248.00		\$ -	1.0	\$ 6,248.00	1.0	\$ 6,248.00	100.0%	\$ 312.40	\$ -	\$ 312.40	
Michels Markup (12%)	LS	\$ 749.76	1	\$ 749.76		\$ -	1.0	\$ 749.76	1.0	\$ 749.76	100.0%	\$ 37.49	\$ -	\$ 37.49	
MH 31 Additional Depth and Restore Driveway															
Double J Cost	LS	\$ 3,689.00	1	\$ 3,689.00		\$ -	1.0	\$ 3,689.00	1.0	\$ 3,689.00	100.0%	\$ 184.45	\$ -	\$ 184.45	
Michels Markup (12%)	LS	\$ 442.68	1	\$ 442.68		\$ -	1.0	\$ 442.68	1.0	\$ 442.68	100.0%	\$ 22.13	\$ -	\$ 22.13	
Point Repairs for Segments MH30 and MH33 (3 Ea)															
Double J Cost	LS	\$ 2,692.50	1	\$ 2,692.50		\$ -	1.0	\$ 2,692.50	1.0	\$ 2,692.50	100.0%	\$ 134.63	\$ -	\$ 134.63	
Michels Markup (12%)	LS	\$ 323.10	1	\$ 323.10		\$ -	1.0	\$ 323.10	1.0	\$ 323.10	100.0%	\$ 16.16	\$ -	\$ 16.16	
Additional Depth MH 3, MH 4, MH 5 (3 Ea)															
Double J Cost	LS	\$ 8,418.00	1	\$ 8,418.00		\$ -	1.0	\$ 8,418.00	1.0	\$ 8,418.00	100.0%	\$ 420.90	\$ -	\$ 420.90	
Michels Markup (12%)	LS	\$ 1,010.16	1	\$ 1,010.16		\$ -	1.0	\$ 1,010.16	1.0	\$ 1,010.16	100.0%	\$ 50.51	\$ -	\$ 50.51	
MH 17 Additional Depth and Sidewalk Restoration															
Double J Cost	LS	\$ 6,445.50	1	\$ 6,445.50		\$ -	1.0	\$ 6,445.50	1.0	\$ 6,445.50	100.0%	\$ 322.28	\$ -	\$ 322.28	
Michels Markup (12%)	LS	\$ 773.46	1	\$ 773.46		\$ -	1.0	\$ 773.46	1.0	\$ 773.46	100.0%	\$ 38.67	\$ -	\$ 38.67	
Double J TSM for Dewatering/Chipping out manhole channels															
Chip Out MH's 12, 13, 14, 15, 16 (13.5 hrs)	LS	\$ 2,251.50	1	\$ 2,251.50	1.0	\$ 2,251.50		\$ -	1.0	\$ 2,251.50	100.0%	\$ -	\$ 112.58	\$ 112.58	
Dewatering MH 6 & MH 7	LS	\$ 13,376.00	1	\$ 13,376.00	1.0	\$ 13,376.00		\$ -	1.0	\$ 13,376.00	100.0%	\$ -	\$ 668.80	\$ 668.80	
Michels Markup (12%)	LS	\$ 1,875.30	1	\$ 1,875.30	1.0	\$ 1,875.30		\$ -	1.0	\$ 1,875.30	100.0%	\$ -	\$ 93.77	\$ 93.77	
Double J TSM for Dewatering															
Dewatering MH 4 & MH 5	LS	\$ 11,335.05	1	\$ 11,335.05		\$ -	1.0	\$ 11,335.05	1.0	\$ 11,335.05	100.0%	\$ 566.75	\$ -	\$ 566.75	
Michels Markup (12%)	LS	\$ 1,360.21	1	\$ 1,360.21		\$ -	1.0	\$ 1,360.21	1.0	\$ 1,360.21	100.0%	\$ 68.01	\$ -	\$ 68.01	
Added MH Qty for Clean/CCTV/Locate Manholes	HR	\$ 696.00	49	\$ 34,104.00	49.0	\$ 34,104.00	17.0	\$ 11,837.00	66.0	\$ 45,936.00	134.7%	\$ 591.60	\$ 1,705.20	\$ 2,296.80	
Project Amount				\$ 778,385.38		\$ 170,676.96		\$ 172,170.42		\$ 342,847.38	44.0%	\$ 8,608.52	\$ 8,539.05	\$ 17,147.37	

cluded (Washington State, 8.3%)						\$ 64,605.99		\$ 14,166.19		\$ 14,290.14		\$ 26,466.33							
ected Amount W/ Tax						\$ 842,991.37		\$ 184,943.15		\$ 186,460.56		\$ 371,303.71							

WALLA WALLA COUNTY
COURTHOUSE LAWN OR COUNTY PROPERTY USE PERMIT APPLICATION

(rev 4-09)

****APPLICATION DEADLINE – ONE MONTH PRIOR TO EVENT****

RECEIVED

Applicant/Event Holder Information

Please Print

SEP 20 2012

Name: Global Photo Associates USA, Inc.

Organization or Civic Group Name

WALLA WALLA COUNTY
COMMISSIONERS

Representative or
Contact Name:

Email Address:

Mugihiko Morijiri

mugihiko.morijiri@far-eastern-america.com

Person authorized to sign all documents,
if different from above Representative:

Email Address:

Ruriko Akasaka

ru@gpauusa.com

Address: 22809 Lockness Ave, Torrance, CA 90501

Daytime Phone: 424-343-9072

Fax: n/a

Event Information

Please Print

NOTE: Application due date: One month prior to event**

****Date(s) Requested** 10/21 **Open Time:** 7:00AM **Close Time** 1:00PM
(Include set-up and take down days)

Location of Event: Twin Sisters/ Wallula Gap

Detailed Description of Event: This is a filming for NHK nature show "Great Nature."

We will invite a geologist to talk about rock formation of Twin Sisters from where we can have a clear view of Twin Sisters. It's fairly small crew (director, a geologist, cameraman, audio, translator & driver.) with minimal filming equipment. (hand held camera, basic audio & tripod.) Possibly drone if it's permitted.

The county generally CANNOT provide any items for use as part of the event (such as tables or chairs or a microphone, etc.) If the organization will be providing ANY items for use at the event, please list those, so the information can be passed on to the person coordinating for the county to expect.

Total Attendance (per day) including all participants, spectators, guests, exhibitors, performers, entertainers, volunteers and employees:

Day One 6

Day Two

Day Three

(please complete next page)

Additional Event Exposures:**Yes****No**

Vendors/Exhibitors/Concessionaires? _____

✓

How Many? _____

Caterer? _____

✓

Liquor Served? _____

✓

Liquor Sold? _____

✓

Food/Non-Alcoholic Beverages Served? _____

✓

Food/Non-Alcoholic Beverages Sold? _____

✓

Entertainment Activities? (Provide a List) _____

✓

Have you held this event or a similar event in the past? ☐ Yes ☐ NoIf yes, have accidents, incidents, claims or loss arisen from such event? ☐ Yes ☐ No

Sketch Room/Area Set-up Desired if applicable:

To the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Walla Walla County, its elected and appointed officials, employees, and volunteers and others working on behalf of Walla Walla County, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from Walla Walla County, its elected and appointed officials, employees, and volunteers and others working on behalf of Walla Walla County, by reason of personal injury, including bodily injury or death and/or property damage, including loss thereof, which arises out of or is in any way connected or associated with this application.

The Applicant understands that they will be held responsible for payment of the cost for repair of any damage to the facility, or for any extraordinary janitorial services required because of their use of the facility.

At least 21 days prior to the event, Applicant shall provide proof of general liability insurance with coverage of not less than \$1,000,000 associated to the use of County facilities, unless this requirement is waived by County. (County must approve, in writing, applicant's written request for such waiver.) (Please attach description of coverage and proof that insurance is current.)

Applicant Representative Signature:

Ruriko Akasaka-Miller

9/27/2022

Name

Date

PLEASE NOTE: If required by the County, applicant agrees to pay **for building security services** as provided by the County at the rate of \$40 per hour; the applicant agrees to pay the estimated building security services fee at the time the application is submitted.

For County Use Only

PA Approval 10-3-22

Date application received:

9/28/2022

Proof of insurance received:

YES ☒ NO ☐

To Facilities Manager

N/A

N/A ☐ WAIVED ☐

Security fee received:

YES ☐ NO ☐ N/A ☐

Request is: Approved

☐ Denied ☐

Approved by: Board of County Commissioners

Signature of Chairman/quorum of Board

Date

COUNTY PROPERTY USE PERMIT #

(3-09)

1. Walla Walla County (County) grants Global Photo Associates USA, Inc. (Permitee) a permit to use the following County property: Twin Sisters/Wallula Gap **(name premises).**

3. This Permit is in effect on 10/21/2022 **(Event Date(s).** This Permit terminates immediately upon noncompliance with any Permit provision. The parties agree that this Permit may be terminated upon the giving of 72 hours notice in writing of intention to terminate to the other by Certified Mail.

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action shall be initiated in the State of Washington, situated in Walla Walla County. The Parties hereto agree that all questions shall be resolved by application of Washington law.

4. Permitee will pay \$ ** for the use of County property (negotiable). Permitee will pay its own clean-up costs.
5. Permitee is using County property solely for Filming purposes for NHK Great Nature . The terms of this Permit extends to Permitee's invitees, guests, employees and agents.
6. Permitee will not permit any illegal or unsafe activities on the property during the permit term. Permitee will return the property to the County in as good condition as it was received and remove all garbage and debris from County property, including County parking lots.
7. Permitee may not assign this Permit without the County's written permission.
8. County will not be liable to Permitee for any loss or damage caused by fire, theft, water damage, or illegal acts.
9. Permitee will hold harmless Walla Walla County and its officials, employees, volunteers and agents, jointly, severally, individually and privately, from all liability arising from Permitee's use of the property; including the cost of defending all claims or demands of any kind resulting from such use.

Permitee agrees to provide the County with evidence of insurance or security sufficient, to insure its operations and the event with a broad-form liability policy in the amount of \$1,000,000 per occurrence and aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. The policy shall name Walla Walla County as Additional Insured with respect to this agreement. Permitee shall provide County evidence of insurance at least 21 days prior to the opening of the event.

10. All terms of the Walla Walla County Courthouse Lawn or County Property Use Application form, and Walla Walla County Courthouse Lawn or County Property Rules for Usage form, are incorporated herein.
11. Permitee shall inspect the Premises the day before the Event Date(s) to ensure that the premises are safe for the intended use of the Premises. Permitee shall notify County facilities director that such inspection has occurred. If any unsafe condition is noted, the County may terminate this permit.
12. Additional terms:

For County (by Board of County Commissioners)



For Permitee

Date

9/27/2022

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AHTKY Insurance Agency, LLC 1451 West Artesia Boulevard, Suite A Gardena CA 90248	CONTACT NAME: Tricia Tao	
	PHONE (A/C, No. Ext): 310-991-6809	FAX (A/C, No):
	E-MAIL ADDRESS: triciat@ahky.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Divide Insurance Co	25224
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Global Photo Associates (USA), Inc.
22809 Lockness Avenue
Torrance CA 90501-5103

GLOBPHO-01

COVERAGES**CERTIFICATE NUMBER:** 511719671**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA7503309-14	7/23/2022	7/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Title: The Great Nature
Filming Date: October 21, 2022
Location: Twin Sisters/Wallula Gap

Walla Walla County, and its officials, employees, volunteers and agents, jointly, severally, individually and privately, are named as Additional Insured-Designated Person or Organization per attached CG 2026 1219.

CERTIFICATE HOLDER**CANCELLATION**

Walla Walla County
Board of Commissioners
PO Box 1506
Walla Walla WA 99362

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

As Required By Written Contract Prior to Loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING
AN EMPLOYMENT AGREEMENT
WITH ROBERT GRANDSTAFF



RESOLUTION NO. **22**

WHEREAS, Walla Walla County undertook a search process to fill the Facilities Maintenance Manager position due to the resignation of current manager, Robert Henry; and

WHEREAS, Walla Walla County offered an Employment Agreement relative to filling the position and Mr. Grandstaff has executed same; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall approve and sign said Employment Agreement between Walla Walla County and Robert Grandstaff.

Passed this 10th day of October, 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*

COUNTY COMMISSIONERS (continued)

- k)** Discussion/possible direction re Federal and State legislative priorities
- l)** Miscellaneous business to come before the Board
- m)** Review reports and correspondence; hear committee and meeting reports
- n)** Review of constituent concerns/possible updates re: past concerns

1:30 PUBLIC WORKS DEPARTMENT

Tony Garcia

a) Department update and miscellaneous

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



To: Board of County Commissioners

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

Date: 5 October 2022

Re: Director's Report for the Week of 3 October 2022

Board Action: 10 October 2022
Update Only

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: Finishing grade and planning to pave this week.
- Abbott Road Sidewalk: Contractor is working on the sidewalk and waiting on catch basin delivery, experiencing supply issues.

MAINTENANCE/FLEET MANAGEMENT:

- North Crew – Scrubbing area 7 for chip seal and blading gravel roads.
- South Crew – Mill Creek channel maintenance and blading gravel roads.
- Vegetation & Signs – Sign maintenance and vegetation spraying.
- Garage – Routine services and repairs.

ADMINISTRATION:

- Conducted our weekly Road Operations, Engineering, and Staff meetings.
- Conducted our monthly Foremen's meeting.
- Participated in a County Road Administration Board (CRAB) County Engineers educational meeting.
- Attended a Local Government Coalition Federal Legislative Priorities meeting at the Port of Walla Walla.

a) Action Agenda Items:

- 1) Authorize Chairman to execute contract for HS Cloud Suite Application and Module for Covid-19 case management and contact tracing between HS GovTech USA and Walla Walla County
- 2) Authorize Chairman to execute Memorandum of Understanding between Walla Walla County Department of Community Health and Blue Mountain Heart to Heart

b) Department update and miscellaneous



MEMO

Date: October 5, 2022

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Execute HS GovTech USA Software Contract

Topic: HS GovTech USA Software/aka HealthSpace

Summary

Our Environmental Health section has used HealthSpace software for several years to manage inspections, permitting and other projects. In 2019 we signed a contract to transition to an upgraded version however this was placed on hold due to our pandemic response. In 2020 a contract was executed with HealthSpace for case management and contact tracing. The Department of Community Health is now ready to transition Environmental Health to the updated software. With county legal guidance we have combined both contracts into one contract which we are presenting to BOCC today.

(Please note the company has a name change from HealthSpace USA to HS GovTech USA).

Cost

The costs from both contracts are included in the new contract.

Funding

Grant Funding

Alternatives Considered

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

No known risk.

Benefits

This will bring two contacts into one which is easier to manage. We will also begin the Environmental Health Modernization – online applications, online payments, cashiering system for department.

Conclusion/Recommendation

Recommend the BOCC approve and execute contract with HS GovTech USA (aka Health Space).

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



HS GovTech USA

Walla Walla County, WA

Contract for HS Cloud Suite Application and Module
for COVID-19 case management and contact tracing.

Between:

Walla Walla County

314 W Main St, Walla Walla, WA 99362

509-524-2590

Contact: Nancy Wenzel

nwenzel@co.walla-walla.wa.us

HS GovTech USA Inc.

436 East 36th Street Charlotte, NC 28205

www.HSGovTech.com

Contact: Cameron Garrison

Director of Business Development

Phone: 980-309-1749

Cameron@hscloudsuite.com





THIS AGREEMENT is made and entered into this 14th day of September 2022 by and between **Walla Walla County Department of Community Health ("County or Department")** located at Walla Walla, WA 99362 and **HS GovTech USA Inc. ("HS GovTech")**, an independent contractor with its corporate office located at 436 East 36th, Charlotte, NC 28205.

WHEREAS, the Department desires to license from HS GovTech the web based disease surveillance and contact tracing solution known as **HS Cloud Suite (HS Cloud)** which consists of (a) an application software designed and hosted by HS GovTech known as **HSCloud Suite** and (b) an application known as **HSTouch** to be used for data management services using cellphones, Apple iPads, or Windows 10 devices, and which is described in more detail in Appendix "A".. Services as enumerated in this contract including secure data hosting and support/maintenance services from HS GovTech.

NOW THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. Definitions

- i. **"Application"** means the web-based application for disease surveillance and contact tracing - **HS Cloud**. It also includes an application that is developed for the iOS, Android, or Windows operating systems - **"HS Touch"** that uses the natural features on tablets or cellphones using the operating systems which are downloaded from either Apple's App Store Microsoft App Store.
- ii. **"Confidential Information"** means any and all data or information that is known or used by a party that is not generally available to the public or that, by its nature or the nature of its disclosure, ought reasonably be known to be confidential or proprietary information of such party, and includes, but is not limited to, business information, specifications, re- search, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a party, or any such information of clients or customers of a party, which is disclosed by or on behalf of such party to the other party. For greater clarity, the Department's Confidential Information will include the Data, but not the Public Data.
- iii. **"Custom Configuration"** means alterations to the Standard Application requested by the Department to meet specific needs that vary from other similar clients of HS GovTech. Configuration to the Department's specifications as set forth in the Scope of Work is included in the contract.
- iv. **"Additional add-ons:** Should the Department request in the future additional modules, or functionality that is due to a specific custom request by the Department {though that is not foreseen at the time of this contract due to the configurable nature of **HS Cloud**} those services would be quoted separately as an addendum to this contract.
- v. **"Data"** means any and all information, processes, documentation, marks and other intellectual property owned or produced by the Department that is not Public Data and includes all disease surveillance and contact tracing



information entered into the system by the Department or any individuals who are participating in disease surveillance and contact tracing being conducted by the Department.

- vi. **"Decommissioning"** means the process of transitioning the Department away from using the HS GovTech Software following termination or expiration of this Agreement, as more particularly set out in section 10.
- vii. **"HS GovTech Servers"** means servers operated and maintained by HS GovTech or co-located on which Data and Public Data may be stored and accessible by the Department.
- viii. **"HSCloud"** Is the fully configured web-based application as well as supplementing API's that allows for deployment of enterprise level solutions to the Department.
- ix. **"HSTouch"** means the iPad, Android, or Windows 10 Application, that are downloaded from the app stores for each platform, that interfaces with HSCloud providing a data collection and reporting function for individuals who are either connected or disconnected from the internet with the base engine and logical mechanisms written in the native languages appropriate for the iOS.
- x. **"Module Mapping"** means setting up HS Touch to be configured to allow the Department's Data to be collected both in the main HS Cloud system as well as offline.
- xi. **"Public Data"** means any and all information derived from the Data that is fully de-identified, as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, and is not linked to or in no other way directly or indirectly identifies the Department, Walla Walla County, or any individuals who are participating in disease surveillance and contact tracing being conducted by the Department
- xii. **"SOW"** means the statement of work attached as Appendix "A".
- xiii. **"Standard Application"** means application functionality that is available out-of-the box including the configurability options in the system.
- xiv. **"Supporting Software"** means
- xv. **"UAT"** means user acceptance testing.
- xvi. **"User"** is defined as anyone who is given access to HS Touch by an authorized license, whether or not employed by the Department.

2. Scope of services

- i. HS GovTech will provide HS GovTech HS Cloud as set out in Appendix "A".
- ii. HS GovTech will provide the services as set out in Appendix "A".

3. License to Use Software



- i. Subject to the terms and conditions specified in this Agreement, HS GovTech grants the Department and its successors a limited, non- perpetual license (the "License") to use the HS GovTech Software as indicated in the SOW for the duration of this Agreement, subject to the Department paying any fees set forth on Appendix "C".
- ii. Any required license fee will be calculated on the basis of the specifications memorialized in the SOW. The Department agrees that, for any change over and above that agreed to scope, the Department will give HS GovTech notice of such desired change. Upon agreement by both parties to the modifications for new modules, functionality, or expansion of use from this contract, the SOW will be amended to reflect the changes, and the Department will pay the modified SOW terms upon acceptance of said modifications.
- iii. HS GovTech will provide sufficient software licenses and upgrades of the Supporting Software required for the number of Users and scope as defined in the SOW, as may be amended under paragraph 3.b), using the HS GovTech Software, subject to payment for such software licenses and upgrades by the Department.
- iv. The Department is responsible for and agrees to abide by all the provisions of this agreement for the HS Cloud, and HS Touch app, and will ensure that the Department staff complies with the terms of this contract.
- v. The Department acknowledges and agrees its license to, and accordingly its use of, the HS GovTech Software is at all times subject to the following limitations:
 - a.) *No Modification or Reverse Engineering* -The Department will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the Documentation) the whole or any part of the HS GovTech Software, nor will the Department translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of the HS GovTech Software.
 - b.) *No Rental or Timeshare Use* - Except as permitted herein, the Department will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HS GovTech Software in any way, nor will the Department use of the



HS GovTech Software in a computer service business, service bureau, hosting or time sharing arrangement.

- c.) *Unauthorized Equipment* - The Department will only use the HS GovTech Software on computing devices which are supported by HS GovTech and which meet certain minimum system requirements as laid out in this contract. From time to time as technology changes, HS GovTech will make its application available on new operating system updates and technology.
- d.) *Proprietary Notices* - The Department will not directly or indirectly remove any proprietary notices, labels or marks from the HS GovTech Software or other materials, including those indicating any intellectual property rights of HS GovTech or any third party unless otherwise agreed between the parties in writing.

4. Ownership of Software and Data

- i. HS GovTech warrants to the Department that HS GovTech is the developer and owner of HS Cloud and HS Touch application, and has full rights to the said applications, and has the right to contract for, and distribute to the Department required licenses and access to operate the HS GovTech Software.
- ii. In the event of any suit or claim against the Department by any third party for damages and/or injunctive relief contesting ownership of the HS GovTech Software and/or the Department's rights under this Agreement, HS GovTech agrees to, at its own expense, to indemnify and defend the Department against such suit or claim and to hold the Department harmless from any court-awarded judgments resulting from such suit or claim.
- iii. Further, if such suit or claim occurs or is likely to occur, HS GovTech will, at its own expense, either procure for the Department the right to continue using the HS GovTech Software or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it will be non-infringing, provided that this Agreement has not been terminated.
- iv. For greater clarity, the provisions of section 4.b) will not apply to the extent that any such claim relates to the Department's combination of the HS GovTech Software with computing devices, systems or other software not approved by HS GovTech or otherwise contemplated hereunder, or in the event of the Department's refusal to install any update or replacement provided pursuant to section 4.c).



- v. All Data and Public Data, whether entered into or stored in the system by the Department or by HS GovTech on behalf of the Department, is and will remain the sole property of the Department. The Department hereby grants HS GovTech the irrevocable, royalty-free license during the term of this Agreement to use, copy and otherwise exploit the Data and the Public Data for the express purpose of executing delivery of the services in this contract to the Department, including to extract, derive, compile and publish the Public Data, and for any other purpose permitted hereunder. The Department acknowledges that whether the HS GovTech Software uses HS GovTech Servers or third-party servers, the Supporting Software will transmit Data to HS GovTech Servers for the purpose of performing functions on the Data required by this Agreement and also to compile the Public Data, which Public Data may be further used, published or distributed by HS GovTech.
- vi. In the event of an emergency or time-sensitive situation, Vendor shall provide The Department the ability to retrieve the data from the cloud within 24 hours.
- vii. All data backups shall not be located, processed, or stored outside the United States.
- viii. Vendor shall provide the Department a copy of its data for any reason, and at the termination of the services, at no cost to the Department.

5. Obligations of the Department:

The Department will designate staff members to provide the following functions under this Agreement:

- i. Department Administrator: This individual is responsible for Administrator functions within the system, for the department.
- ii. The Department agrees to designate a replacement Administrator within thirty (30) days if the primary is unable to serve in that capacity or leaves the organization.
- iii. The Department will provide access to HS GovTech's online learning material for all Users using HS Touch.
- iv. If the Department supplies the computing devices to operate the Supporting Software, the Department is responsible, with support from HS GovTech, to



install the HS Touch Application on the Department computing devices. If HS GovTech supplies the necessary computing devices, HS GovTech will pre-install and configure the Supporting Software on such devices.

- v. The Department will pay any fees set out in Appendix "C", on the terms and conditions provided therein.

6. Term

- i. The term of this Agreement will be as set out in Appendix "C".
- ii. HS GovTech will provide a written 60 days' notice prior to the expiration of this agreement. Upon the execution of an amendment to extend the term, this agreement will renew under the same terms and conditions at the expiration of the initial and each subsequent term unless:
 - a.) The Department and HS GovTech enter into a new written agreement which replaces this Agreement, or;
 - b.) The Department provides a Notice of Termination, as prescribed herein, to HS GovTech of its intent to terminate this Agreement and its use of the HS GovTech Software.

7. Software System Upgrades and Changes

- i. The License Fee includes all subsequent core system configurations and changes instituted by HS GovTech after deployment in conjunction with the Department's specific needs and requirements. It does not include any Custom Configuration, such as design changes to modules deployed for the Department that are outside the normal configuration options of the HS GovTech Software.
- ii. HS GovTech will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HS GovTech Software resulting from system upgrades and changes.



8. Intellectual Property

- i. The HS GovTech Software will, at all times, remain the property of HS GovTech, subject only to the license of use granted herein, specifically excluding any right of reproduction, sale, lease, sub-license or any other transfer or disposition of the HS GovTech Software, or any portion thereof, by the Department except as follows:
 - a.) Upon the transfer, or merger, of substantially all of the assets of the Department to a successor organization, this Agreement and the rights and obligations of the Department herein may be assigned to such successor.
- ii. The Department grants HS GovTech a non-exclusive, perpetual and royalty-free license to use all innovations, suggestions, and feedback ("Feedback") regarding the HS GovTech Software suggested by the Department staff, provided that the Feedback pertains to the operation or design of the HS GovTech Software, or of possible future extensions of the HS GovTech Software, and is either presented in an area not private to the Department or is sent directly to HS GovTech. Such Feedback is given to HS GovTech on an "as is" basis and the Department does not provide any warranty regarding the Feedback.

9. Breach/Termination

- i. The Department may terminate this Agreement at any time for any reason by providing thirty (30) days prior written notice to HS GovTech, following which the Department will comply with the provisions set out in section 10 for Decommissioning. If the termination is for convenience, not cause, the Department shall pay any fees pending under this contract as of the time of cancellation. Future hosting, maintenance, and technical support fees for service periods beyond the date of cancellation shall not be due.
- ii. Should either party default in the performance of any obligation under this Agreement or breach any provision contained in the Agreement and not correct or substantially cure, the default or breach within thirty (30) days after receipt of written notice by the other party of such default or breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-defaulting/non-breaching party, following which the Department will comply with the provisions set out in section 10 for Decommissioning.



- iii. In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other party may, at its sole discretion, terminate the Agreement upon thirty (30) days' notice to the other party and the provisions set out in section 10 for Decommissioning will not apply.

10. Decommissioning

- i. Upon termination of this Agreement, or its expiration without replacement, the Department will immediately cease using the HS Touch application. HS GovTech will transmit all data captured using HS Touch and all Department data stored on the HS Cloud system to the Department data system and scrubbed from the HS Cloud servers within five (5) business days of the effective termination date. HS GovTech will provide support for this process.

11. Confidentiality

- i. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.
- ii. Without limiting the foregoing, HS GovTech will (a) ensure that all copies of the Data will be secured behind a professionally configured firewall, (b) use database systems with adequate and reliable security and will make regular security checks on these systems, and (c) supply the Department with copies of the results of such checks upon request. The Department agrees that it will treat these results as HS GovTech's Confidential Information.
- iii. Upon termination of this Agreement or upon the written instruction of the party owning Confidential Information, the other party will return or destroy the requesting party's Confidential Information. For this Agreement, a party will be deemed to have destroyed electronic Confidential Information when it executes an application- or operating system-level, commercially reasonable delete function on it, provided that thereafter it does not conduct or permit any recovery or restoration of same.



- iv. Each party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such party and for any failure by such party to comply with the terms hereof. To the extent permitted by law and without waiving any claim to sovereign immunity, each party will indemnify, defend and hold harmless the other, from and against any and all claims, damages and/or expenses arising out of any breach by it of this section 11.d), including but not limited penalties, fines, any costs of notification and mitigation, and attorneys' fees and court costs.
- v. The obligations of confidentiality set out in this section 11 will not apply in respect of uses or disclosures of Confidential Information where:
 - a.) the party proposing to use or disclose the Confidential Information obtains the written consent of the other party,
 - b.) disclosure is required to comply with any applicable law or judicial order, provided that the party proposing to disclose the Confidential Information gives the other party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or
 - c.) the party proposing to use or disclose the Confidential Information can establish with documentary evidence that, other than as a result of a breach of this Agreement, the Confidential Information (A) is available in the public domain or is Public Data, (B) was disclosed to it by a third party without violating confidentiality obligations, or (C) was already known by it or was subsequently developed by it without any use of Confidential Information.

12. Data Security Requirements

- i. HS GovTech will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Data in accordance to the NIST 800-53 Security Guide. The Data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.
- ii. HS GovTech will use encryption that is in accordance consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.



- iii. Backups of the Data will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of the Data.
- iv. HS GovTech will implement technical security measures including mechanisms to encrypt and decrypt electronic Data "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of the Data.
- v. HS GovTech will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to the Department upon request. HS GovTech may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- vi. HS GovTech will provide reports or additional information upon request of the Department and access by the Department or the Department's designated staff to HS GovTech's facilities and/or any location involved with providing services to the Department or involved with processing or storing Department Data, and HS GovTech shall cooperate with Department staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. HS GovTech shall at its own expense promptly rectify any non-compliance with any applicable security standards or other requirements identified by this security audit and provide proof to the Department thereof.
- vii. HS GovTech will report any security incident to the appropriate Department identified contact immediately. Unauthorized access or disclosure of non-public data is considered a breach. If Vendor is liable for the loss, Vendor shall bear all costs associated with the investigation, response, and recovery from the breach. The breach must be communicated to the Department.



If HS GovTech has actual knowledge of a confirmed data breach that affects the security of any Department Data, HS GovTech shall:

- a.) Promptly notify the appropriate Department identified contact within 24 hours or sooner, unless a shorter time is required by applicable law,
- b.) Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner
- c.) Cooperate with the Department as reasonably requested by the Department to investigate and resolve the data breach, and
- d.) Promptly implement necessary remedial measures, if necessary.

viii. HS GovTech will document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

ix. HS GovTech will restrict access to Department Data to authorized personnel. Security measures will be enforced to ensure the integrity, security and availability of the system and data resources. All HS GovTech personnel assigned to this contract will be subject to appropriate security clearances granted in accordance to their assigned duties and responsibilities. All HS GovTech personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.

x. If the Department determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("HIPAA"), HS GovTech will comply with the HIPAA requirements and will execute such contracts and documents as the Department may require to ensure compliance, including but not limited to a Business Associate Agreement.

xi. HS GovTech will be responsible for any disclosure of Data caused by its failure to comply with the security requirements set forth in this section 12. HS GovTech will indemnify, defend and hold harmless the Department from and against any and all claims, damages, and/or expenses arising out of any breach



of this section 12, including but not limited to penalties, fines, any costs of notification and mitigation, and attorneys' fees and court costs.

13. Indemnification

- i. HS GovTech agrees that it will defend, indemnify and hold the Department harmless from any liabilities, claims or demands arising out of the work performed or services provided pursuant to this Agreement from persons who are not party thereto due to the intentional or negligent acts of HS GovTech or its officers, employees, agents or assigns, except to the extent that any such liability relates to any actions of the Department, the Users or any other employees or contractors of the Department. The Department will immediately provide notice to HS GovTech in the event of any such claim, and HS GovTech will have the right to defend and settle any such claims.
- ii. HS GovTech agrees to compensate the Department for any loss or damages caused directly by HS GovTech to the Department's premises or physical property, arising out of the work performed or services provided pursuant to this Agreement.
- iii. HS GovTech agrees to provide the Department proof of liability insurance prior to commencing work under this Agreement.

Commercial General Liability

Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/ advertising injury liability and contractual liability.

The County shall be named as the holder of the insurance policy and as an additional insured under Vendor's commercial general liability insurance policy for operations or services rendered under this Contract.

Workers' Compensation

Insurance meeting the statutory requirements of the State of Washington and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

Professional Errors & Omissions



Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the Vendor and the Vendor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

Network Security and Privacy Liability

Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or, (2) to protect information of Walla Walla County in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each occurrence/aggregate of \$3,000,000. Policy will include acts of rogue employees and have a retroactive date of no later than the first date services under this contract are to be performed.

- iv. The Department acknowledges that the licensed software provided by HS GovTech constitutes part of an information system to be used by the Department, its staff, employees and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.

14. Notice

- i. All notices will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below, or to such other addresses as either party may request by notice. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours, or on the next business day if sent outside of regular business hours.

To the Company:

HS GovTech USA Inc.

436 East 36th Street

Charlotte, NC 28205

Telephone: 1 (704) 519-8964

Web: www.hscloudsuite.com



Contact: Cameron Garrison, Director of Business Development

Email: Cameron@hsccloudsuite.com

To the Department:

Walla Walla County Health Department

314 W Main St

Walla Walla, WA 99362

Contact: Nancy Wenzel

Phone: 509-524-2660

- ii. If normal mail service or email are interrupted by strike, slow down, Force Majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the parties sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

15. Force Majeure

Neither party is liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, their failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the control of the party affected that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected will promptly notify the other, giving particulars of the event. The party so affected will use reasonable efforts to eliminate or remedy the event.

16. Information Management Responsibilities

HS GovTech will comply with all applicable privacy laws, rules and regulations of the jurisdiction in which the Department is located.

17. General



- i. This Agreement, the schedules and all attachments referenced herein will constitute the entire Agreement of the parties and will supersede all prior negotiations, proposals, and representations, whether written or oral.
- ii. This Agreement may not be modified except by subsequent agreement in writing executed by both the Department and HS GovTech.
- iii. It is mutually agreed by and between the parties that the relationship between the Department and HS GovTech will be that of independent contractor and no principal- agent or employer-employee relationship is created by this Agreement. The Department is interested in the results achieved and the conduct and control of the work will lie solely with HS GovTech. HS GovTech is not entitled to any of the benefits the Department provides its employees. It is further understood that the Department does not agree to use HS GovTech exclusively. Moreover, it is understood that HS GovTech is free to contract for similar services to be performed for other parties while under contract with the Department.
- iv. It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.
- v. It is mutually agreed and acknowledged by and between the parties that any breach by it of this Agreement with respect to intellectual property rights to HS GovTech Software or Confidential Information may cause the other party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other party, and so upon such a breach the other party may seek injunctive or other equitable relief against the breaching party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.
- vi. This Agreement will be governed by and construed in accordance with the laws enforced from time to time in the State of Washington and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.



vii. The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

viii. This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Department may not assign or transfer any interest in this Agreement without the prior written consent of HS GovTech.

ix. Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

The terms of this agreement shall be subject to the terms and conditions of the RFP response by HS GovTech to the Department, included and referred to as Appendix B of this contract. In the event of conflict, the terms of the Purchase Order shall prevail.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the 14th day of September 2022.

For HS GOVTECH USA INC.:

10/5/2022

Sil

Date

Silas Garrison, CEO

For DEPARTMENT:

Date



Appendix "A"

Scope of Work

Environmental Health

HS GovTech shall provide full functionality for the department to be able to conduct all their permitting, inspection, data collection, reporting and management needs including inspections in the field for the following

Program Areas:

- **Food (including temporary and all permit types)**
- **Special Events**
- **Recreational Water**
- **Drinking Water**
- **Schools**
- **Solid Waste**
- **Sewage Treatment**
- **Tobacco**
- **Septic removal**
- **Disease**
- **Water Sampling**

Tools and Features

- **Financial, and receipting module, for all programs included in system**
 - **Ability to use systems for credit, debit, and ACH payments - including online by operators.**
- **Reporting - including Ad-Hoc - capabilities for all programs included above**
- **Full capability to perform inspections in the field on iPads or Windows Surface Pro devices (County chooses hardware). These devices have full functionality even when disconnected**



- **Ability to display inspection results online for the general public, and a full-service portal for County constituents to be able to apply for permits and licenses online, track existing licenses, and pay fees, with the Health Department**
- **Data conversion from existing databases to HS Cloud Suite for the program areas listed above**
- **“Form-builder” tool that allows the County to add, remove, and modify all fields and functionality in the system. This includes the ability to publish any form or application online to the public portal to allow operators to interact with the City / County online**
- **Hosting (unlimited bandwidth and storage space) maintenance, and technical support**
- **Live training for department users for go-live**

COVID-19 disease surveillance and contact tracing module

The HS GovTech fully automated contact tracing platform replaces the manual process of calling each individual contact with an automated system that sends out a unique and secure link via text message and email with a daily questionnaire for each of the contacts being traced. The questionnaire allows the contact to enter their symptoms, temperature and a variety of other information as directed by the Department. The platform also allows those filling out the questionnaire to list places they have recently been - such as a supermarket - and people they have been in direct contact with, enrolling these new contacts in the daily contact tracing questionnaire. This multiplies the reach and helps control community spread more effectively. The information is securely stored inside of HS GovTech's secure HS Cloud Suite platform for detailed reporting and analysis, helping the Department make informed decisions in real-time. Modules to be configured for department and included in this contract:

HS GovTech shall provide full functionality for the department to be able to perform case management and contact tracing for COVID-19 to include:

- Case records and details on positive, and suspected positive, COVID-19 cases
- Contact Tracing (to include automated surveillance survey's securely online via text and email) to an unlimited number of contacts that may have had exposure to a positive case of COVID-19
- Two-way messaging capability with cases and contacts via SMS and email.
- Configurable internal alerts, reports, and workflow to handle all data related to COVID-19 case management and contact tracing.

Configuration Tools

Provided will be the Configuration Tools that provide the following functionality:

- a.) **Form Builder:** Form builder provides back-end access to all tools/tables in the system, modify alert parameters, allowing the Admin user to add data entry fields, edit current data entry field formats, modify variables of features on all tools/tables, add new tools/tables to the system,



and manage the relationship between all tools and tables. HS GovTech staff will assist in using this tool during implementation.

- b.) Navigation Categories and Pages: Allows the management of basic access points and categorization of tools within the system.

Detailed User Manual and Training

HS GovTech will provide virtual training at go live for department users.

Hosting

- a.) 1. Service includes secure web-hosting, data storage, and data backup configured to meet the requirements of the Department,
- b.) HS GovTech will make all reasonable efforts to ensure that the system servers are available at 99.999% availability per calendar month on all its services subject to any force majeure as set out in section 15 of the Agreement. HS GovTech provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Exhibit B
- c.) HS GovTech will allow access, via the Internet, to the system 24x7x365 for all County authorized users.

Support and Maintenance

Any issues or needs with ongoing use of the system can be handled by using the HS Cloud Support Feature. Full instructions on usage will be provided by product support staff. During usage any bugs encountered will be fixed within three business days. Any change or additional functionality requests - outside the scope of this contract - will be reviewed and assessed, and if approved, a quote for the work will be provided.



Appendix "B"

Service Level Agreement (SLA)

HS GovTech offers the following levels of service to ensure maximum availability and performance. The HS GovTech 99.999% uptime guarantee sets standards for service in these critical areas:

Network Availability

Network uptime occurs when the functionality of all HS GovTech network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HS GovTech servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the Client system ticket tracking module. The HS GovTech network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Client and HS GovTech. Should a network outage occur that results in Client system unavailability, HS GovTech will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. These credits will be applied toward future license and maintenance payments.

Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HS GovTech server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket-tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the HS GovTech server comes back online. HS GovTech critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, HS GovTech will credit the Client 5% of the monthly license



and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These will be applied toward future license and maintenance payments.

Hardware Guarantee

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HS GovTech server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HS GovTech will credit the customer 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These credits will be applied toward future license and maintenance payments.

Maintenance and escalation (scheduled and unscheduled)

HS GovTech will notify Client at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HealthSpace will immediately notify Client System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer the HS GovTech Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HS GovTech Chief Executive Officer.

Should the outage last more than four (4) hours HS GovTech will provide updates to the Client System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

Customer Support and Warranty

Customer Support is available Monday through Friday during the hours of 8:00 AM - 6:00 PM EST with the exception of federal holidays. An after-hours emergency support number is made available for Client division director level personnel.

Additional Services

Hosting of Client data technical support to staff in accordance with HS GovTech's established maintenance policy. Changes or additions to the Client System in the event the state or other regulatory agency modifies the format in which data is collected or output on a standard form.

Errors or bugs in system code will be addressed and repaired immediately for the term of the contract. System change requests from Client will be evaluated on a case-by-case basis and scheduled for



completion based on priority. Non-transferable, renewable, unlimited user license for all Client staff. This license covers the online version of the Client System as well as the off- line version, or Field Client.

Exceptions

Clients with delinquent accounts may not take advantage of our uptime guarantee. The Client must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future license and maintenance fee payments.

Appendix C

Contract Fees and Payment Schedule:

1. Fees

- a. The fees payable under this Agreement are as follows:

Environmental Health Programs

- Set-up: Configuration, data conversion, and implementation to HS Cloud Suite for the environmental health programs listed in Appendix A is \$9,400.00

This fee has been waived

- The annual cost for license, warranty, hosting, maintenance, and technical support for environmental health programs listed in Appendix A is **\$21,900.00**

COVID-19 disease surveillance and contract tracing module

- Set-up: Configuration, data conversion, and implementation for the COVID19 module is \$9,000.00 (Paid in 2020)

Fee after discount for existing HS GovTech client is **\$4,500.00 (paid in 2020)**

- The annual cost for license, warranty, hosting, maintenance, and technical support for the COVID-19 module is **\$30,000.00**

Fee after discount for existing HS GovTech is \$15,000.00

- b. Payment schedule and terms

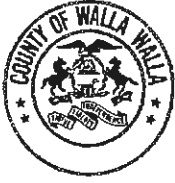
- 50% of first-year license, warranty, hosting, maintenance, and technical support for the environmental health programs (\$10,950.00) is due upon execution of contract.
- Remaining 50% of first year license, hosting, maintenance, and technical support for the environmental health programs is due upon go live.



- The County will pay quarterly for the COVID-19 module (\$3,750.00 each quarter)
- 2nd year license, hosting, maintenance, and technical support due September 1st, 2023, and on anniversary thereof after.

2. Term:

- a. The term of this Agreement will commence September 1st, 2022, and can run until August 31st, 2027.
- b. The Department may terminate the Covid19 module for the upcoming quarter - with 30 days notice - if the COVID-19 pandemic subsides, rendering the need for these tools non-essential in the future.



MEMO

Date: October 5, 2022

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Execute Blue Mountain Heart to Heart MOU

Topic: Blue Mountain Heart to Heart Lab Sample MOU

Summary

The State Department of Health has funded a courier to pick up public health laboratory samples from local health departments in each county. The courier came about because of shortages in shipping supplies and staff shortages effecting shipping. Blue Mountain Heart to Heart (BMHH) regularly ships samples to the Washington State Department of Health Public Health Laboratory and BMHH communicable disease work would benefit from using the courier system. The samples BMHH sends to the Public Health Lab are communicable disease related samples, therefore, the Department of Community Health (DCH) is offering a Memorandum of Understanding (MOU) with BMHH for DCH to act as a drop-off for their lab samples in route to the Washington State Department of Health Public Health Laboratory.

Cost

No Cost.

Funding

No Funding.

Alternatives Considered

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

The MOU keeps all samples issues at BMHH level. DCH will only act as a drop off and holding partner for samples packaged per shipping rules and our standards. Our largest "risk" is staffing but we are well staffed in the reception area at this time.

Benefits

Ensures communicable disease samples are reached at the public health laboratory in a timely manner.

Conclusion/Recommendation

Recommend the BOCC execute the MOU with BMHH regarding lab samples.

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum") is entered into on October 1, 2022 (the "Effective Date"), by and between **Walla Walla County Department of Community Health** located at 314 W Main St, Walla Walla, Washington 99362 (WWCDCH), and **Blue Mountain Heart to Heart** located at 5 W Alder St, Walla Walla, Washington 99362 (BMH2H). First Party and Second Party may be referred to individually as the "Party", or collectively, the "Parties".

1. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain timely submission of laboratory specimens in accordance with laboratory requirements, and intend to maintain a service that meets or exceeds all industry standards.

2. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Any Party may decide not to proceed with the project contemplated herein for any reason or no reason.

.

Blue Mountain Heart to Heart shall render and provide the following services:

- Will take responsibility for all specimens submitted, including the need for re-draws if the situation arises.
- Will be responsible for specimen tracking, any required logs, and receiving specimen reports.
- Complete submitter paperwork, and fully package samples according to IATA, OSHA, and DOD classifications/requirements for shipment of biological substances prior to delivery to WWCDCH.
- In order to ensure samples meet the daily delivery deadline, all samples will be dropped off at WWCDCH between 8AM and 11AM. If the sample cannot be delivered by 11AM, the sample will remain in the custody of Blue Mountain Heart to Heart until the next business day, when it can be delivered prior to 11AM.
- On days when WWCDCH is closed Blue Mountain Heart to Heart will be responsible for making other shipping arrangements.

Walla Walla County Department of Community Health shall render and provide the following services:

- WWCDCH staff will receive fully packaged samples and put them directly into the fridge labeled "Helmer 2" on the top shelf until the courier arrives at the scheduled pick-up time.
- WWCDCH Staff will only accept specimens that are fully packaged and properly labeled, and that arrive prior to 11AM.

3. TERMS OF UNDERSTANDING

The term of this Memorandum shall be for a period of until either or both parties determine to discontinue from the Effective Date and may be extended upon written mutual agreement of both Parties.

4. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Memorandum.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with

such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

8. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

9. NOTICE

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

10. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Washington.

11. AUTHORIZATION AND EXECUTION

This Agreement shall be signed by Walla Walla County Department of Community Health and Blue Mountain Heart to Heart and shall be effective as of the date first written above.

(First Party Signature)
Walla Walla County Department of
Community Health 314 W Main St
Walla Walla,
Washington 99362

(Date)

(Second Party
Signature) Blue
Mountain Heart to
Heart 5 W Alder St
Walla Walla,
Washington 99362

(Date)

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

2:30 PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a) Miscellaneous business for the Board
- b) **Action Agenda Item:**
 - 1) Resolution – Adopting revised policy and procedure for the defense and indemnity of employees
- c) Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING
REVISED POLICY AND
PROCEDURE FOR THE DEFENSE
AND INDEMNITY OF EMPLOYEES

RESOLUTION NO. **22**

WHEREAS, pursuant to Resolution No. 10 074 Walla Walla County adopted a policy and procedure for the defense and indemnity of employees; and

WHEREAS, revisions have been recommended by the County Prosecuting Attorney's Office; now therefore

BE IT HEREBY RESOLVED that Attachment A to this resolution, identified as Walla Walla County Policy and Procedures for the Defense and Indemnity of Employees, which is by this reference made a part hereto, shall be approved.

BE IT FURTHER RESOLVED that said Walla Walla County Policy and Procedures for the Defense and Indemnity of Employees shall be effective this date.

Passed this 10th day of October, 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*

Attachment A

WALLA WALLA COUNTY POLICY AND PROCEDURE FOR THE DEFENSE AND INDEMNITY OF EMPLOYEES

Purpose.

The purpose is to establish a procedure under which a Walla Walla County officer, employee or volunteer who is subject to a claim for damages may request that Walla Walla County authorize and provide the defense of the claim and pay the expenses of the defense, and to establish a procedure under which Walla Walla County may pay damage awards.

Definitions.

The following terms are defined in this section.

A. "Officer" means any person who is or was an elected or appointed official or officer of Walla Walla County. "Officer" includes the estate or personal representative of an officer.

B. "Employee" means any person who is or was an employee of Walla Walla County. "Employee" includes the estate or personal representative of an employee.

C. "Volunteer" means any person who is or was a volunteer, as defined according to RCW 51.12.035, of Walla Walla County. "Volunteer" includes the estate or personal representative of a volunteer.

D. "Expense" or "expenses" means reasonable attorney's fees and litigation costs.

E. "Party" includes a person who was, is now, or is threatened to be made a named defendant or respondent in a legal proceeding.

F. "Claim" means any threatened, pending, or completed civil action, suit, or proceeding brought under RCW Chapter 4.96 or 42 U.S.C. 1981 et seq.

Request for defense of claim.

An officer, employee or volunteer may request that Walla Walla County defend and pay the necessary expenses of defending any claim arising from acts or omissions while performing or in good faith purporting to perform his or her official duties. Such request shall be in writing and signed by the person or his or her attorney, shall be filed with the board of county commissioners, and shall include a summary of the claim. If the claim is pending, then a copy of the written claim, demand or lawsuit shall be attached to the request.

Authorizing defense of claim.

A. Walla Walla County shall grant the request to defend a claim and pay the necessary expenses of defense upon a determination that the claim is based upon an alleged act or omission of the officer, employee or volunteer which was, or in good faith purported to be, within the scope of his or her official duties. Such determination shall be made as follows:

1. By a majority vote of a quorum of the board of county commissioners consisting of members not named as a party to such claim; or

2. If a quorum of unnamed members of the board is not possible, then by a written opinion of the prosecuting attorney.

B. Walla Walla County shall not defend or pay for the expense of defending a claim against an officer, employee or volunteer which alleges unlawfully obtaining personal benefits while acting in his or her official capacity.

C. Walla Walla County shall not pay any expenses of defending a claim which are paid or incurred by an officer, employee or volunteer prior to receipt of a proper written request by the board of county commissioners. Walla Walla County shall not pay any expenses of defending a claim in advance of services being rendered or costs being incurred.

Payment of nonpunitive monetary judgment.

When Walla Walla County has defended a claim against an officer, employee or volunteer and the court hearing the action has found that the officer, employee or volunteer was acting

within the scope of his or her official duties, Walla Walla County shall pay any final nonpunitive monetary judgment entered on such claim, after termination of all appellate review, if any. Pursuant to RCW 4.96.041, a judgment creditor shall seek satisfaction for a nonpunitive monetary judgment only from Walla Walla County and a judgment for nonpunitive damages shall not become a lien upon any property of the officer, employee or volunteer.

Payment of punitive monetary judgment.

Walla Walla County may pay a punitive monetary judgment entered against an officer, employee or volunteer only if either all the following conditions are found to have been met by a majority vote of a quorum of the board of county commissioners consisting of members not named as a party to such claim; or if a quorum of unnamed members of the board is not possible, by a written opinion of the prosecuting attorney.

A. The judgment is based on a claim that arises from an act or omission during the performance of his or her official duties; and

B. The claim has been defended by Walla Walla County; and

C. The act or omission did not arise from a personal motive and did not occur to gratify personal objectives or desires of the officer, employee or volunteer; and

D. The act or omission did not violate any applicable policies adopted by Walla Walla County; and

E. At the time of the act or omission, the officer, employee or volunteer reasonably believed his or her conduct to be in accordance with Walla Walla County policies; and

F. At the time of the act or omission, the officer, employee or volunteer reasonably believed his or her conduct to be in accordance with the established procedures and the directives of his or her department; and

G. At the time of the act or omission, the officer, employee or volunteer reasonably believed his or her conduct to be lawful; and

H. At the time of the act or omission, the officer, employee or volunteer reasonably believed his or her conduct to be in the best interests of Walla Walla County; and

I. The fiscal impact of paying such punitive damages will not decrease the existing level of services provided by Walla Walla County, will not threaten the ability of Walla Walla County to meet its deferred final obligations, and will not threaten the ability of Walla Walla County to finance planned capital facilities and other improvements within Walla Walla County.

Severability.

In the event that any provision of this resolution is held to be invalid, the remainder of this resolution or the application of such provision to other persons or circumstances shall not be affected and shall be valid and enforceable to the fullest extent allowed by law.

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.