

# A G E N D A

## WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, SEPTEMBER 19, 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](mailto: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.**

**11:00 A.M. COUNTY COMMISSIONERS**

**Chairman Kimball**

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

- a) Roll call and establish a quorum
- b) Silence cell phones
- c) Approval of agenda
- d) Declarations re: conflict of interest
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) Workshop re Fireworks sales on county owned property

**RECESS**

**1:15 P.M. COUNTY COMMISSIONERS**

- h) Entrance audit meeting with State Auditor's Office representatives re: 2021 County Audit (accountability, financial and federal audit components)
- i) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- j) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners' proceedings for September 12 and 13, 2022
  - 2) Signing Proclamation for National Gear Up Week, September 26-30, 2022
  - 3) Payroll action and other forms requiring Board approval
- k) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ to \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ (draws) and \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ (draw taxes)



## Office of the Washington State Auditor

Pat McCarthy

### **Entrance Conference: Walla Walla County**

The Office of the Washington State Auditor's vision is increased trust in government. Our mission is to provide citizens with independent and transparent examinations of how state and local governments use public funds, and develop strategies that make government more efficient and effective.

The purpose of this meeting is to share our planned audit scope so that we are focused on the areas of highest risk. We value and appreciate your input.

#### **Audit Scope**

Based on our planning, we will perform the following audits:

##### **Financial statement audit for January 1<sup>st</sup>, 2021 through December 31<sup>st</sup>, 2021**

We will provide an opinion on whether your financial statements are presented fairly, in all material respects, in accordance with the applicable reporting framework. The audit does not attempt to confirm the accuracy of every amount, but does search for errors large enough to affect the conclusions and decisions of a financial statement user.

##### **Federal grant compliance audit for January 1<sup>st</sup>, 2021 through December 31<sup>st</sup>, 2021**

This audit is required by federal law when a local government spends \$750,000 or more annually in federal financial assistance. We will provide an opinion on compliance with federal requirements that could have a direct and material effect on your major federal programs.

We plan to test the following federal programs:

- Coronavirus Relief Fund, CFDA #21.019
- Emergency Rental Assistance, CFDA #21.023
- Coronavirus State and Local Fiscal Recovery Fund, CFDA #21.027
- Epidemiology and Laboratory Capacity for Infectious Diseases (ELC), CFDA #93.323

This report must be submitted, along with the Data Collection Form, to the federal clearinghouse within 30 days after receipt of the report or nine months after the end of the audit period, whichever is earlier.

#### **Engagement Letter**

We have provided an engagement letter that confirms both management and auditor responsibilities, and other engagement terms and limitations. Additionally the letter identifies the cost of the audit, estimated timeline for completion and expected communications.

#### **Levels of Reporting**

##### **Findings**

Findings formally address issues in an audit report. Findings report significant results of the audit, such as significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations or policies. You will be given the opportunity to respond to a finding and this response will be published in the audit report.

### **Management Letters**

Management letters communicate control deficiencies, non-compliance, misappropriation, or abuse that are less significant than a finding, but still important enough to be formally communicated to the governing body. Management letters are referenced, but not included, in the audit report.

### **Exit Items**

Exit items address control deficiencies, non-compliance with laws or regulations, or errors that have an insignificant effect on the audit objectives. These issues are informally communicated to management.

### **Important Information**

#### **Confidential Information**

Our Office is committed to protecting your confidential or sensitive information. Please notify us when you give us any documents, records, files, or data containing information that is covered by confidentiality or privacy laws.

#### **Audit Costs**

The cost of the audit is estimated to be approximately \$84,100

#### **Expected Communications**

During the course of the audit, we will communicate with Kerri Polson, Chief Finance Manager on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed.

Please let us know if, during the audit, any events or concerns come to your attention of which we should be aware. We will expect Kerri Polson to keep us informed of any such matters.

#### **Audit Dispute Process**

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

#### **Loss Reporting**

Washington state law requires all state agencies and local governments to immediately notify SAO if staff know or suspect loss of public resources, or of other illegal activity including a cyber-attack if it resulted in a loss of public resources or potentially impacted financial records or systems. State and local government employees should alert us to suspected fraud through the online Report a Suspected Fraud or Loss form below. These notifications can be made on our website at [www.sao.wa.gov/report-a-concern/how-to-report-a-concern/fraud-program/](http://www.sao.wa.gov/report-a-concern/how-to-report-a-concern/fraud-program/).

#### **Peer Reviews of the Washington State Auditor's Office**

To ensure that our audits satisfy *Government Auditing Standards*, our Office receives external peer reviews every three years by the National State Auditors Association (NSAA). The most recent peer review results are available online at [www.sao.wa.gov/about-sao/who-audits-the-auditor/](http://www.sao.wa.gov/about-sao/who-audits-the-auditor/). Our Office received a “pass” rating, which is the highest level of assurance that an external review team can give on a system of audit quality control.

## Working Together to Improve Government

### **Audit Survey**

When your report is released, you will receive an audit survey from us. We value your opinions on our audit services and hope you provide us feedback.

### **Local Government Support Team**

This team provides support services to local governments through the Budget, Accounting, and Reporting System (BARS) and annual online filing technical assistance, provides accounting, reporting and BARS training. Our website and client portal offers many resources, including a client Help Desk that answers auditing and accounting questions, updated BARS manuals, access to resources and recorded trainings, and additional accounting and reporting resources. Additionally this team assists with the online filing of your financial statements.

### **The Center for Government Innovation**

The Center for Government Innovation of the Office of the Washington State Auditor offers services designed to help you, help the residents you serve at no additional cost to your government. What does this mean? They provide expert advice in areas like building a Lean culture to help local governments find ways to be more efficient, effective and transparent. The Center also provides financial management technical advice and best practices and resources. These can be accessed from the “Improving Government” tab of our SAO website and help you act on accounting standard changes, comply with regulations, protect public resources, minimize your cybersecurity risk and respond to recommendations in your audit. The Center also offers the Financial Intelligence Tool, better known as FIT, to help you assess and monitor your finances and compare your financial operations to other local governments like you. You can email the Center for a personal training session to learn all the benefits using the FIT tool can provide. The Center understands that time is your most precious commodity as a public servant, and wants to help you do more with the limited hours you have. If you are interested in learning how the Center can help you maximize your effect in government, call them at (564) 999-0818 or email them at [Center@sao.wa.gov](mailto:Center@sao.wa.gov).

## Audit Team Qualifications

**Kelly Collins, CPA, CFE, Director of Local Audit** – Kelly has been with the Washington State Auditor’s Office since 1992. In her role, she oversees the audit teams that perform the audits for over 2,200 local governments. She serves on the Washington Finance Officers Association Board and is a member of the Washington Society of Certified Public Accountants’ Government Auditing and Accounting Committee. Phone: (564) 999-0807 or [Kelly.Collins@sao.wa.gov](mailto:Kelly.Collins@sao.wa.gov)

**Tina Watkins, CPA, Assistant Director of Local Audit** – Tina has been with the Washington State Auditor’s Office since 1994. In her role as Assistant Director, she assists with statewide oversight and management of all the audits for local government. She served as an Audit Manager for six years prior to becoming an Assistant Director of Local Audit. Phone: (360) 260-6411 or [Tina.Watkins@sao.wa.gov](mailto:Tina.Watkins@sao.wa.gov)

**Ginny Waltman, Audit Manager** – Ginny has been with the Washington State Auditor’s Office on Team Tri-Cities since 1998. Ginny has been the Audit Manager since 2013. Ginny is the Office’s Program Manager for Conservation and Library Districts. Previously, Ginny worked as a Controller in a long-term care facility for seven years. Phone: (509) 734-7104 or [Ginny.Waltman@sao.wa.gov](mailto:Ginny.Waltman@sao.wa.gov)

**Juan Barragan, Assistant Audit Manager** – Juan has been with the State Auditor’s Office since 2016. Juan has led several local city, school district, and special district audits, and has assisted on many audits. Juan is the state’s subject matter expert over irrigation districts. Phone: (509) 517-5629 [Juan.Barragan@sao.wa.gov](mailto:Juan.Barragan@sao.wa.gov)

**Shawn Pilgrim, Audit Lead** – Shawn has been with the Washington State Auditor’s Office since 2019. Shawn has been the Audit Lead for various audit types since starting his career at SAO. Phone: (509) 734-7104 or [Shawn.Pilgrim@sao.wa.gov](mailto:Shawn.Pilgrim@sao.wa.gov)

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

**PROCLAMATION**

- WHEREAS,** the Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) is a federally-funded program designed to increase the number of students who stay in school and succeed in postsecondary education; and
- WHEREAS,** GEAR UP serves students from underserved communities, who may be the first generation to go to college, and their families; and
- WHEREAS,** GEAR UP provides six or seven year grants to states or partnerships to deliver support and resources to students and their families, starting no later than the 7<sup>th</sup> grade (middle school) through high school and onward to fulfill their dreams of attaining a postsecondary education; and
- WHEREAS,** GEAR UP provides supports such as tutoring, advising, career exploration, mentoring, rigorous academic preparation, and information about financial aid and scholarships to improve access and success in postsecondary education and training; and
- WHEREAS,** GEAR UP is built around public-private partnerships to support students as they prepare to enter and succeed in education and training beyond high school; and
- WHEREAS,** Washington GEAR UP currently serves 41,000 students in sixth grade through their first year of postsecondary education, and has enabled thousands of students since 1999 to achieve their dreams of higher education; and
- WHEREAS,** Washington is committed to providing a quality education for all students, helping them to achieve their highest potential; now therefore

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

**September 26-30, 2022 AS**

**GEAR UP Week**

Dated this 19th day of September, 2022, at Walla Walla County, Washington.

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

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

Attest:

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

## **COUNTY COMMISSIONERS (Continued)**

### **k) Action Agenda Items (Continued):**

- 2) Authorize Chairman to sign Community Outreach Fund Agreement between Walla Walla County and Joes Place #1
- 3) Proposal 2022 09-19 SO Approval to hire one entry level Sheriff's Office Deputy (Modification to Proposal 2022 03-07 SO)

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

**Community Outreach Fund Agreement**

between

**WALLA WALLA COUNTY**

and

**JOES PLACE #1**

This Agreement is entered into by and between Walla Walla County, hereinafter "County," and JOES PLACE #1., hereinafter "Grantee," for services as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as is set forth herein:

**Exhibit A – Statement of Work and Budget**

Performance Period: Calendar Year 2022, terminating December 31, 2022

Compensation: Payment to Grantee for services rendered under this Agreement shall be as set forth in Exhibit A – Statement of Work and Budget. The amount of payment for the performance period of this Agreement shall not exceed \$17,500.

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. The parties signing below certify that they are authorized to sign this Agreement.

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement.**

COUNTY:

GRANTEE:

\_\_\_\_\_  
Todd L. Kimball  
Chairman, Walla Walla County Board of  
Commissioners  
314 West Main Street  
2nd floor - Room 203  
Walla Walla, WA 99362  
Phone: (509) 524-2505

*Joe Field* 09-14-2022  
\_\_\_\_\_  
JOES PLACE #1  
582 Ash Street  
Walla Walla, WA 99362  
joesplace [first1@gmail.com](mailto:first1@gmail.com)  
509-301-8120  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Tax ID#: 82-2478673

UBI#: 604-157-439

State Industrial Account ID # (if applicable): \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
  - 1.1. “Agreement” means this County and Grantee Agreement regarding General Terms and Conditions and any documents incorporated by reference.
  - 1.2. “Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Grantee’s staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Grantee Services:** County shall pay Grantee for services on a reimbursement basis, pursuant to terms set forth in Exhibit A – Budget. No payment shall be made for any service that is not identified within this Agreement.
  - 3.1. Grantee shall submit claims for reimbursement by December 31, 2022. . County agrees to make payment with County warrants, as approved by the Auditor of County, within thirty (30) working days following receipt of Grantee’s claim for reimbursement, contingent on the availability of funds.
    - 3.1.1. Claims for reimbursement shall be submitted in writing, in a format approved by County. Payment shall be based upon itemized billings supported by accompanying documentation.
    - 3.1.2. County shall compensate Grantee no more often than monthly for Grantee’s performance of this agreement. No payment shall be made in the month services are rendered unless otherwise approved by County.
  - 3.2. In the event Grantee fails to perform any substantial obligation under this Agreement and said failure has not been cured, County may, upon written notice, withhold all monies due and payable to Grantee, without penalty, until such failure to perform is cured or otherwise adjudicated.
4. **Compliance with Applicable Law.** At all times during the term of this Agreement, Grantee shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
5. **Debarment Certification.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency.
6. **Disputes.** Except in the event of a dispute arising from County’s decision to terminate this Agreement for default, County and Grantee agree to first attempt resolution of disputes informally, by a mutually negotiated process.
7. **Entire Agreement.** This Agreement, including all documents incorporated by reference,

contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.

8. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of County and Grantee. This Agreement may be altered only by a written amendment executed by authorized representatives of County and Grantee.
9. **Financial Certification.** Before submitting an invoice, and in no case later than 60 days of the execution of this Agreement, Grantee shall submit to the County a completed W-9 Form, Request for Taxpayer Identification
10. **Indemnification and Hold Harmless.** Grantee will indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Grantee, its subcontractors, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Grantee any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.
11. **Industrial Insurance Waiver:** With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Grantee expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Grantee. This waiver is mutually negotiated by the parties to this agreement.
12. **Independent Status/Contractor.** Grantee's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by Grantee as an independent contractor. It is understood and agreed that County is not responsible for payroll deductions of any kind, including but not limited to, Federal Taxes, FICA and/or employee benefits.
13. **Inspection.** During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, Grantee shall provide reasonable access to Grantee's place of business, Grantee records, and client records, to County and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate Grantee's performance and compliance with applicable laws, regulations, and this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Agreement.
14. **Insurance.** Grantee shall maintain and keep current General Liability Insurance, at a minimum of \$1,000,000 each occurrence, \$2,000,000 general aggregate. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Grantee's and Grantee's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Grantee and subcontractor, and all coverage shall be primary and non-contributory. A statement of

additional insured status on a Certificate of Insurance shall not satisfy these requirements. Endorsements and Certificates of Insurance shall be submitted to the County no later than 30 days after the execution of this Agreement.

15. **Worker's Compensation** If applicable, Grantee shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Grantee's assurance that coverage is in effect.
16. **Licensure.** Grantee shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out this Agreement.
17. **Non-Discrimination.** Grantee shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin, Vietnam era or disable veteran status, or the presence of any sensory, mental or physical handicap. Grantee shall comply with the Americans with Disabilities Act.
18. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Grantee shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.
19. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
  - 19.1 Applicable federal and State of Washington statutes and regulations;
  - 19.2 General Terms and Conditions contained in this Agreement;
  - 19.3 Special Terms and Conditions contained in this Agreement;
  - 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
  - 19.5 Any other material incorporated herein by reference.
20. **Financial Records.** Grantee shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to this Agreement.
21. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. Grantee shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington.
22. **Severability.** The provisions of this Agreement are severable. If any court holds any

provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.

23. All subcontracts entered into by Grantee for performance of this Agreement herein shall be in writing and shall contain language substantially as provided in the following sections of this agreement:

- Background Checks
- Compliance with Applicable Law
- Indemnification and Hold Harmless
- Insurance
- Records
- Record Maintenance and Retention

23.1. County reserves the right to inspect and approve any subcontract document. In the event of subcontract inspection by County, approval will be assumed unless County informs Grantee that the subcontract is disapproved within forty (40) calendar days of receipt of the subcontract document by County.

24. **Overpayment.** If it is determined by County, or during the course of any required audit, that Grantee has been paid unallowable costs under this Agreement, County may require Grantee to reimburse County.

25. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.

26. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.

26.1. Termination for Convenience. Either County or Grantee may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Grantee shall be entitled to payment for actual work performed at unit contract prices for completed items of work.

26.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Grantee. Termination shall be effective on the date specified in the notice of termination.

26.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Grantee, if County has a reasonable basis to believe that Grantee has:

- Failed to meet or maintain any requirement for contracting with County;
- Failed to perform under any provision of this Agreement;
- Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;

- Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
- Otherwise breached any provision or condition of this Agreement.

26.3.1. Before County may terminate this Agreement for default, County shall provide Grantee with written notice of Grantee's noncompliance with this Agreement and provide Grantee a reasonable opportunity to correct said noncompliance. If Grantee has not corrected its noncompliance within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.

26.3.2. County may terminate this Agreement for default without written notice and without opportunity for correction if County has a reasonable basis to believe that Grantee has violated any law, regulation, rule or ordinance applicable to this Agreement.

26.3.3. If the Agreement is terminated for default, Grantee shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to County resulting from such default shall be deducted from any money due or coming due to Grantee. Grantee shall be liable for actual, incidental and consequential damages.

**27. Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

27.1. Grantee shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination.

27.2. County shall be liable for and shall pay for only those services authorized and provided through the date of termination.

27.3. If this Agreement is terminated for default, County may withhold a sum from the final payment to Grantee that County determines necessary to protect County against loss or additional liability. County shall be entitled to all remedies available at law, in equity or under this Agreement. If it is later determined that Grantee was not in default, Grantee shall be entitled to all remedies available at law, in equity, or under this Agreement.

27.4. The rights and remedies provided to County in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Agreement, including consequential damages and incidental damages. The Grantee may request dispute resolution as provided in this Agreement.

**28. No Third Party Beneficiary:** The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s).

**29. Waiver.** Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

EXHIBIT A  
Statement of Work and Budget

Construction of additional housing not to exceed \$17,500.

Prior to payment, itemized billings shall be submitted showing work completed as specified in the General Terms and Conditions.

COUNTY OF WALLA WALLA  
STATE OF WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



## APPLICATION FOR COMMUNITY OUTREACH FUNDS

Note: This is a grant program. This form provides information for members of the Walla Walla County Board of Commissioners to evaluate requests for special Community Outreach funds, which are public monies set aside for special projects that benefit the county community and its citizens. Funds may not be used for expenditures already incurred or paid. Outreach funds may not supplant other funding. The county commissioners have sole authority regarding these funds. Any award of funds will not be final until the execution of a contract with the County signed by the Board of County Commissioners and the applicant.

### Applicant Organization/Agency:

Agency Head: Joseph (Joe) Field, MSW

Authorizing Official/Title: Director

Address: 582 Ash st

Telephone: 509-301-8120

Fax:

E-mail: joesplacefirst1@gmail.com

### Primary Project Contact (if different from above):

Address:

Telephone:

Fax:

E-mail:

### Organization Information

**Yes No**

Is applicant registered with the state as a non-profit organization?

**YES**

Does applicant have current or pending 501(c)(3) IRS registration?

**YES**

If answered **no** to either of the above, is applicant a local government?

If none of the above, please describe.





- Is this a joint project?

YES

- If so, please provide identity of other organization(s).

WWPD,WDOC, City of WW, Ora Rae Ottmar, J & S Land Excavation, 7 ElectricLLC, Home Depot, Builders First Supply.

### **Project Objectives**

- How will this project benefit the citizens of Walla Walla County?

Community Safety regarding homeless sex offenders who are by law required to be here.

- How many will the project benefit, and what population (teens, seniors, etc.) will it benefit most?

It will benefit 4 individuals at first and they are men with registered sex offender label

- Is there a plan to evaluate the results of the project for which the funds are requested?

YES

- Is the project supported by any Walla Walla County adopted plans (such as the County Comprehensive Plan, Homeless Housing Plan, Wildfire Plan, etc.)? If so, please provide a citation to applicable section of plan.

YES- Homeless Housing Plan

### **Funding:**

- Are there other sources of funds for this project, or are other funds being sought? If so, please provide the source and the amount sought.

Please see attached for this section

- What source(s) of non-state, county, or city funds exist for completion of the project and its ongoing maintenance and operation?

I will be seeking extra grant funds when the RFP's come out from DCH.

**Accounting Methods and Audit Procedures**

Walla Walla County must accurately account for all funds expended to the citizens of the county as well as via the annual audit performed by the State Auditor's office. Please detail how your agency will meet all local and state auditing and accounting requirements.

JPL has a paid bookkeeper and tax accountant currently and will hire an audit agency if needed.

#####



08/04/2022 \_\_\_\_\_ (Date) (Signature) \_\_\_\_\_

***Please return completed application to:***

**Walla Walla County Commissioners' Office  
County Public Health and Legislative Building, 314 West Main (physical)  
P. O. Box 1506 (mailing address)  
Walla Walla, WA 99362**

**OR**

***e-mail completed application to:*** [wwccommissioners@co.walla-walla.wa.us](mailto:wwccommissioners@co.walla-walla.wa.us)

WALLA WALLA COUNTY PUBLIC HEALTH AND LEGISLATIVE BUILDING, 314 WEST MAIN  
P.O. BOX 1506 • WALLA WALLA, WASHINGTON 99362-0316 • [wwccommissioners@co.walla-walla.wa.us](mailto:wwccommissioners@co.walla-walla.wa.us)  
PHONE: (509) 524-2505 • FAX: (509) 524-2512

District No. 1  
JENNIFER R. MAYBERRY

District No. 2  
TODD L. KIMBALL

District No. 3  
GREGORY A. TOMPKINS

Commissioners,

Since the conception of JOES Place #1 (JPL), we always knew we would need more housing due to the population of individuals we serve (registered sex offenders-rso's). JPL stays full 99% of the time and this year we were blessed with the donation of a school modular classroom which we are turning into a 4 bdrm home on the same property we currently reside on. One of the focus goals is to start housing (rso's) from the sleep center into a more secure transition home and give them stable housing but with much oversight. By doing this, we address community safety concerns for Walla Walla County and City. Below you will see the key players that have donated their money, time, advice, and in-kind services.

- • Walla Walla PD (support from Chief)
- • WA Dept. Of Corrections (support/supervision)
- • City of Walla Walla (City Mgr.) \$25,000.00
- • Ora Rae Ottmar (land owner) \$80,000.00
- • Walla Walla Public School (28' x 66' modular classroom)
- • J & S land Excavation \$12,780.64 in-kind services
- • JOES Place #1 \$10,000.00 plus in-kind labor
- • St Mary's Hospital \$ 3,000.00 (for beds, fridges, w/d, dishes, etc)
- • 7 Electric LLC (in-kind services)
- • Home Depot (Donated Material)
- • JOES Place #1 (Purchased AutoCad for planning)

Total Cash Donated \$ 130,780.64

We estimate the final cost to be around \$162,347.73.



## WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor  
Walla Walla, WA 99362-0220

Sheriff's Office	(509) 524 - 5400
Fax	(509) 524 - 5480
Dispatch	(509) 527 - 3265
Burbank Dispatch	(509) 545 - 8441
Toll Free	(866) 527 - 3268
Email:	sheriff@co.walla-walla.wa.us

**Mark A. Crider**  
Sheriff

Joe Klundt	<i>Undersheriff</i>
Richard Schram	<i>Chief Criminal Deputy</i>
Ron Varner	<i>Chief Civil Deputy</i>

Date: September 14, 2022

Proposal ID. 2022 09-19 SO

To: BOCC

From: Ron Varner, Chief Civil Deputy, Sheriff's Office

**Intent** — Decision

**Topic** — Amendment to previous proposal 2022 03-07 SO for two new lateral deputy positions to be changed to one lateral (already hired) and one entry level.

### Summary

Please see the previous attached proposal

**Proposed amendment:** September 14, 2022-This is a proposed amendment to proposal 2022 03-07 SO, as modified and approved by the BOCC. Since this was passed on March 8, 2022, the Sheriff's Office has been diligently looking for viable lateral entry candidates to fill these two positions. As you're aware, the entire law enforcement community has had a difficult time attracting viable candidates, let alone lateral candidates. Many other law enforcement agencies, including the two other ones in Walla Walla County, are offering signing bonuses. This makes it very difficult to compete for lateral candidates. Nevertheless, we were able to get a lateral deputy candidate who was viable, and he has since been hired to fill one of these two positions.

Unfortunately, over the six months since this proposal was approved, no other viable candidate has applied. If the prospect for lateral candidates continues in the same vein, which we certainly expect it will, we could easily go 6-12 months more and not find a viable lateral candidate.

We are asking for an amendment to this proposal to allow us to hire the second position as an entry level person. By hiring an entry level candidate now, within nine months we will have a deputy who will be working on the roads. If we wait for a lateral entry person, we may be 14-15 months out before we have a person who can work the roads solo. Hiring an entry level person has the added benefit of being less expensive over the next five years.

We respectfully request that this amendment be passed. Thank you.

**Estimated Costs for 2023 for one entry level deputy (from 1/1/23)**

Salary:	\$65,652
Medical insurance:	\$24,540 (based on employee & spouse only)
Retirement, FICA, Medicare, St Pd Med Lv:	\$8,599
L&I:	\$2,413
Deferred comp & holiday pay:	\$3,773
Uniforms & equipment:	\$37,403
Vehicles purchasing & Operating costs:	\$97,494
Hiring costs:	\$3,510
Training costs:	\$4,212
<b>Total:</b>	<b>\$247,596</b>

**Estimated Costs for 2024 for one entry level deputy**

Salary:	\$70,344
Medical insurance:	\$26,994
Retirement, FICA, Medicare, St Pd Med Lv:	\$9,213
L&I:	\$2,413
Deferred comp & holiday pay:	\$4,103
Vehicle Operating & replacement costs:	\$33,000
Training costs:	\$2,768
<b>Total:</b>	<b>\$148,835</b>
<b>Grand Total for 2023-2024:</b>	<b>\$396,431</b>

**Funding**

Additional funding for these salaries & other expenses are requested from the BOCC.

**Alternatives Considered** NA

**Acquisition Method** NA

**Access** NA



3/7 Previous Proposal



**WALLA WALLA COUNTY SHERIFF'S OFFICE**

240 West Alder Street, First Floor  
Walla Walla, WA 99362-0220

Sheriff's Office (509) 524 - 5400  
Fax (509) 524 - 5480  
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Toll Free (866) 527 - 3268  
Email sheriff@co.walla-walla.wa.us

**Mark A. Crider**  
Sheriff

Joe Klundt *Undersheriff*  
Richard Schram *Chief Criminal Deputy*  
Ron Varner *Chief Civil Deputy*

Date: February 22, 2022

Proposal ID. 2022 03-07 SO

To: BOCC

From: Mark Crider, Sheriff, Sheriff's Office

**Intent** — Decision

**Topic** — Approval of budget increase for 2022 for up to two new lateral deputy positions.

**Summary**

Due to increased demands on personnel created, in part, by changes in laws in Washington State which mandates an increased response from law enforcement officers (LEO) and increases in population in Walla Walla County over the last 30 years, the Walla Walla County Sheriff's Office (WWSO) needs to increase their manpower for deputies. The law changes in Washington State indicates an increase in the number of LEOs to respond to optimize de-escalation of potentially violent situations which lessens the chance of injury to LEOs and to persons being arrested.

We currently have potential candidates for lateral positions and are actively recruiting for more. Adding two to our total will allow us to field deputies for solo patrol quicker and at less expense than entry level deputies due to less training costs and time. We have no vacant positions to fill with these laterals. Our current three openings already have conditional offers tendered to entry level deputy candidates. Additionally, we anticipate two more vacancies to occur within the next 4 months and we already have conditional offers for these anticipated vacancies to entry level deputy candidates. With all five entry level positions, this will keep us at our current level of staffing, but it doesn't add any staffing to deal with the above-mentioned conditions.

**Costs for 2022 (from 4/18/22)**

Salaries:	\$90,476.00
Medical insurance:	\$41,646.00
Retirement, FICA, Medicare, St Pd Med Lv:	\$11,898.00
L&I:	\$3,412.00

Deferred comp:	\$1,810.00
Uniforms & equipment:	\$34,632.00
Vehicles purchasing & Operating costs:	\$180,534.00
Hiring costs:	\$7,020.00
Training costs:	\$5,000.00
<b>Total:</b>	<b>\$376,428.00</b>

**Costs for 2023**

Salaries:	\$135,912.00
Medical insurance:	\$60,394.00
Retirement, FICA, Medicare, St Pd Med Lv:	\$17,872.00
L&I:	\$4,826.00
Deferred comp:	\$2,720.00
Vehicle Operating & replacement costs:	\$60,000.00
Training costs:	\$5,125.00
<b>Total:</b>	<b>\$286,849.00</b>
<b>Grand Total for 2022-2023:</b>	<b>\$663,277.00</b>

(See attached spreadsheet)

**Funding**

Additional funding for these salaries & other expenses are requested from the BOCC.

**Alternatives Considered** NA

**Acquisition Method** NA

**Access** NA

**Benefits** Improved responses to citizen's requests for service, improved safety for deputies working patrol. Decreased liability to the county in Labor & Industry claims from injured deputies. Decrease in time loss due to injured deputies. Decreased liability by lowering tort claims being filed by injured arrested persons.

**Conclusion/Recommendation** Approve increased positions as requested.

---

Submitted By  
Mark Crider, Sheriff's Office 02/22/22



Name      Agency      Date

Disposition

\_\_\_\_\_ Approved

X Approved with modifications

\_\_\_\_\_ Needs follow up information

\_\_\_\_\_ Denied

*Gregory A. Tompkins*      3/8/2022

BOCC Chairman      Date

Additional Requirements to Proposal

✓ Modification

\_\_\_\_\_ Follow up

Following modification to proposal 2022 03-07 SO. Approve of hiring two lateral deputies and associated costs to be paid from 10834 L&J Sheriff in 2022. These two lateral patrol deputy positions will be funded as new positions until funding can be finalized by 2026. A Commissioner representative and a Sheriff's representative will meet yearly to plan for future permanent funding for these two lateral patrol deputy positions. Currently there are 28 Commissioned Deputies within the Sheriff's Office, 3 command staff, 3 detectives, 1 school resource officer and 21 patrol deputies. This will increase the patrol deputies to 23 and total commissioned deputies from 28 to 30. This funding is for patrol deputies only. The future permanent funding will be finalized by 2026. The Sheriff's Office will need to prepare a budget amendment to provide to the County Auditor for these budget changes.

**1:30 PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

**a) Consent Agenda Items:**

1) Resolution – Submitting a final prospectus for Rural Arterial Trust Account Funding

**b) Department update and miscellaneous**

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

IN THE MATTER OF SUBMITTING A  
FINAL PROSPECTUS FOR RURAL  
ARTERIAL TRUST ACCOUNT  
FUNDING

}

RESOLUTION NO. **22**

**WHEREAS**, Rural Arterial Trust Account (RATA) funds are available thru the Rural Arterial Program (RAP) for the reconstruction of rural arterial roads, and

**WHEREAS**, RAP allows Counties to compete for RATA funds, and

**WHEREAS**, Mojonnier Road and Mill Creek Road are classified as rural major collectors, and

**WHEREAS**, a Rural Arterial Program Final Prospectus has been completed for Mojonnier Road and Mill Creek Road, now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners that the Chairman for the Board approve the submittals by signing the Rural Arterial Program Prospectus.

*Passed this 19<sup>th</sup> day of **September, 2022** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Todd L. Kimball, Chairman, District 2

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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

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



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To: Board of County Commissioners

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

Date: 14 September 2022

Re: Director’s Report for the Week of 12 September 2022

**Board Action: 19 September 2022**

**Consent Agenda Items:**

In the Matter of Submitting a Final Prospectus for Rural Arterial Trust Account Funding.

**ENGINEERING:**

- Mill Creek Road MP 1.1 to MP 3.96: First section of the road is paved. Working on grading, culverts, and retaining wall.
- Middle Waitsburg Road: Contractor is installing reflective guideposts.
- Wallula/Gose Street: Working on specs and bid package.
- Abbott Road Sidewalk: Contractor is working on the sidewalk.
- Seven Mile Bridge: Project is anticipated to start after September 26<sup>th</sup>.
- Miscellaneous: Conducting our annual bridge inspections.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Cleaning culverts.
- South Crew – Post harvest gravel road repairs.
- Vegetation & Signs – Routine sign maintenance and vegetation spraying.
- Garage – Routine services and repairs.

**ADMINISTRATION:**

- Conducted our weekly Road Operations, Engineering, and Staff meetings.
- Attended a Mill Creek Coalition meeting.
- Conducted our monthly Budget Review meeting.

- 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))

**2:15 PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

**2:30 COUNTY COMMISSIONERS**

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

**- A D J O U R N -**

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

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