

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MARCH 20, 2023**

**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.**

**10:15 A.M. COUNTY COMMISSIONERS**

**Chairman Mayberry**

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 March 13 and 14, 2023
  - 2) Resolution – Setting a Public Meeting to consider lease of county property space
  - 3) Resolution – Formal Establishment of a new fund in the Walla Walla County Budget (Fund 13900 – Opioid Settlement Abatement)
  - 4) Payroll action and other forms requiring Board approval
- i) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_ (draws); \_\_\_\_\_ in the amount of \_\_\_\_\_ (draw taxes)
  - 2) Approval of request for Courthouse Lawn or County Property Use Permit Application by Walla Walla Child Advocates
  - 3) Redesignating the Port of Walla Walla as the county's, Associate Development Organization (pursuant to RCW 43.330.080) and executing Associate Development Organization Affirmation/Designation form as requested by the State Department of Commerce

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

**IN THE MATTER OF SETTING A  
PUBLIC MEETING TO CONSIDER  
LEASE OF COUNTY PROPERTY**

**RESOLUTION NO. 23**

**WHEREAS**, pursuant to RCW 36.34, application to lease county property has been made by Brian Gaines of Life Church to the Board of County Commissioners of Walla Walla County, Washington, said application accompanied by a cash deposit as required by RCW 36.34.150; and

**WHEREAS**, said county property is identified as portion of county parcel no. 360729683800, also known as the "Chase Lot" generally located at Chase Ave and Orchard Street, Walla Walla County, or, alternatively, the parking lot located at Orchard Street and Ninth Avenue, county parcels 360729682300, 360729330003 and 360729330004; and

**WHEREAS**, the Board of County Commissioners deem it desirable to lease said property; and

**WHEREAS**, RCW 36.34.160 requires notice of the county's intention to make such a lease to be published and a date and time set for the purpose of considering leasing said property; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that a meeting to consider the lease of said property shall be set for Monday, April 10 at the hour of 1:15 p.m. in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington. Remote Public Participation and testimony will be allowed via Webex and telephone.

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

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

**BE IT FURTHER RESOLVED** that the Clerk of the Board of Walla Walla County Commissioners shall give notice of said meeting and description of the property proposed to be leased, in the manner prescribed by law.

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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

## APPLICATION TO LEASE COUNTY OWNED PROPERTY/SPACE

Walla Walla County, Washington

Date 3-10-23 Requestor's Telephone Number(s) 509-520-Name (please print) Brian Baines "Life Church"Email Brian @ WalltoWallFrontier.comTitle or Organization Life ChurchAddress 611 S. 9th  
WV

Address/location of County property you are applying to lease (i.e. to lease property/space at 1520 Kelly Place, farm ground generally located on Lewiston Road, etc.)

Grass Parking lot north side of Orchard + West  
side of Chase and/or gravel lot orchard & 9th due to weatherPurpose for which the leased county property will be utilized church parking for Sunday Service  
7am to 3pm**PROCESS INFORMATION FOR APPLICANT** (extracted from governing state statute, RCW Chapter 36.34):

- A person/entity wishing to lease county property must start the process by making written application or completing this form, to be accompanied by payment of twenty five dollars in cash or certified check
- Once the proper deposit has been received, then the county commissioners will set a date of public meeting at which to consider leasing the property and/or hear any comments regarding leasing the property, and that meeting must be advertised once a week for three weeks prior to the meeting (all required by statute).
- At the conclusion of the meeting, the county commissioners have thirty days to make a decision regarding leasing the property, and enter into a lease thereon.

Signature of Requestor Payment received \$ 25 cash (\$25 cash or certified check ONLY)Received by: DJ Harris

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

IN THE MATTER OF FORMAL  
ESTABLISHMENT OF A NEW  
FUND IN THE WALLA WALLA  
COUNTY BUDGET (FUND 13900  
–OPIOID SETTLEMENT  
ABATEMENT FUND)

**RESOLUTION NO. 23**

**WHEREAS**, a request has been made for the Walla Walla County Commissioners to establish a County Fund for the Opioid Settlement Abatement funds; and

**WHEREAS**, in 2018 Walla Walla County, along with other cities and counties and the State of Washington, brought lawsuits against numerous prescription opioid manufacturers, distributors and retailers to recover damages they have caused to Local Governments; and

**WHEREAS**, a settlement was reached in August of 2022 with certain distributors; and

**WHEREAS**, in order to enter into the settlement, Walla Walla County simultaneously executed the One Washington Memorandum of Understanding, which was between the State of Washington, Walla Walla County, and other participating cities and counties; and

**WHEREAS**, additional settlements are expected be reached; and

**WHEREAS**, these settlement funds can be used to cover certain expenses to fight against the opioid epidemic; and

**WHEREAS**, as a condition of the settlements and the One Washington Memorandum of Understanding, the settlement funds are restricted to be used for certain purposes; and

**WHEREAS**, the Opioid Settlement Abatement fund is established to keep track of funds received from the settlement and future settlements governed by the One Washington Memorandum of Understanding; and

**WHEREAS**, formal establishment of said fund is necessary; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do approve the formal establishment of the following fund, Fund 13900 – OPIOID SETTLEMENT ABATEMENT Funding.

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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



RECEIVED

WALLA WALLA COUNTY  
COURTHOUSE LAWN OR COUNTY PROPERTY USE PERMIT APPLICATION

(rev 4-09)

MAY 13 2023

WALLA WALLA COUNTY  
CLERK'S OFFICE

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

**Applicant/Event Holder Information**

Please Print

Name: Walla Walla Child Advocates  
Organization or Civic Group Name

Representative or  
Contact Name:

Email Address:

Kalyn Saldana ksaldana@co.walla-walla.wa.us

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

Email Address:

Address:

Daytime Phone:

Fax:

**Event Information**

Please Print

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

**\*\*Date(s) Requested** 4/3/23 - 4/21/23 **Open Time:** N/A **Close Time** N/A  
(Include set-up and take down days)

**Location of Event:** Front courthouse lawn - Pinwheels placed in ground  
and will stay until end of event

**Detailed Description of Event:** Placing pinwheels to represent children in our  
community that are in foster care to bring awareness of National Child  
Abuse Prevention Month that occurs every April.

**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.**

Pinwheels (placed by event staff) Poster board with walla walla  
child advocate information

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

Day One 3 staffDay Two 3 staffDay Three 3 staff

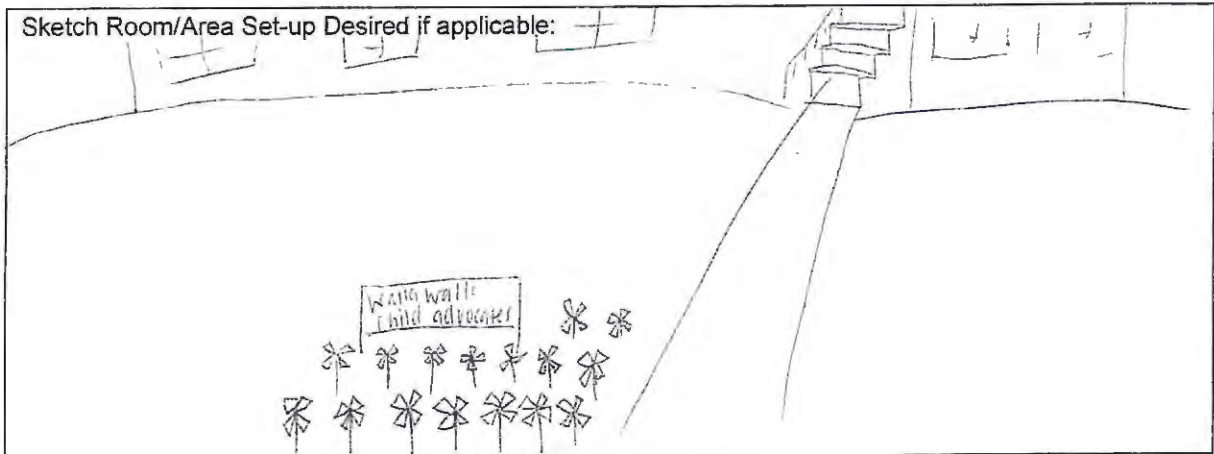
**(please complete next page)**

**Additional Event Exposures:**

	<u>Yes</u>	<u>No</u>	
Vendors/Exhibitors/Concessionaires?	_____	<u>X</u>	How Many? _____
Caterer?	_____	<u>X</u>	
Liquor Served?	_____	<u>X</u>	
Liquor Sold?	_____	<u>X</u>	
Food/Non-Alcoholic Beverages Served?	_____	<u>X</u>	
Food/Non-Alcoholic Beverages Sold?	_____	<u>X</u>	
Entertainment Activities? (Provide a List)	_____	<u>X</u>	

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: \_\_\_\_\_

Name

3-13-23

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**

Date application received:

3/13/2023

Proof of insurance received:

YES ☐ NO ☐

To Facilities Manager

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 Walla Walla Child Advocates (Permitee) a permit to use the following County property: Courthouse lawn (name premises).

3. This Permit is in effect on April 3rd 2023 (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 National Child Abuse Prevention month (April 2023). 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:

None at this time

For County (by Board of County Commissioners)

For/Permitee

Date

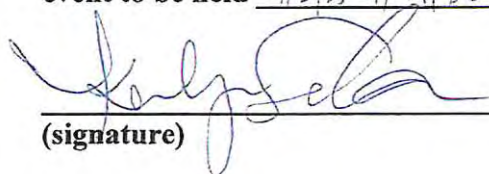
Date



**WALLA WALLA COUNTY  
RULES FOR USAGE OF  
COURTHOUSE LAWN OR OTHER COUNTY PROPERTY**

1. Nothing is to be placed on the lawn (toilets, stages, stakes, rods, tarps, plastic, etc.) without the express written approval of County. If any such items are desired as part of an event, they are only allowed with placement supervised and approved by the Walla Walla County Facilities Manager/staff.
2. Do not block or barricade the public parking areas during normal courthouse hours. (8:00 AM until 5:00 PM, Monday-Friday)
3. Sidewalks and streets must remain unblocked and open to the public at all times.
4. Courthouse lawn, sidewalks, and parking lots must be cleaned of all trash by the next regular workday.
5. Arrangements must be made in advance for water and/or electrical power supplies, etc. There may be a charge for these amenities.
6. Restroom facilities are not provided by County. If Applicant wishes to provide such temporary facilities, this request must be approved by County, and restroom units and siting must be approved by County Facilities Manager.
7. Applicant will provide trash cans and dumpsters for garbage, AND recycling bins for recyclable materials.
8. Do not drive motor vehicles on the lawn.
9. Do not dump grease or hot water on to lawn area.
10. Do not spray paint or mark the grass with a non-biodegradable substance.
11. Applicant must also apply to the City of Walla Walla Parks and Recreation Department for event approval if applicable, as the courthouse is located within the City of Walla Walla and that entity's requirements may/can also apply to events held at the County Courthouse.

I have read and understand these rules for the National child abuse prevention  
event to be held 4/3/23-4/21/23, and agree to comply with all.

  
(signature)

3/13/23  
(date)



## Associate Development Organization Certification/Designation Form

(For use by County officials)

affirms/ designates the

\_\_\_\_\_  
(Name of County)

\_\_\_\_\_  
(Name of ADO)

as the Associate Development Organization to coordinate economic development services for the county under contract with the Washington State Department of Commerce. Consistent with statutory requirements:

1. ☐ The prospective ADO is a **non-profit** organization.  
  
**OR**  
☐ A **public entity** that has formed an authority or committee with full operating authority to carry out the duties of the ADO. It is important to recognize that this group would have its own authority and budget, not just the power to recommend actions/plans/expenses.
2. Economic development is the **primary mission** of the prospective ADO, and not just a secondary activity. This can be demonstrated with a written mission statement in a brochure, web-page, newsletter, etc. It may also be documented in the organization's by-laws.
3. For economic interests in the county, this organization serves as a networking tool and resource hub for business retention, expansion, and relocation in Washington.
4. This organization has/will have the capacity during the period under contract with Commerce to carryout work activities as detailed in RCW 43.330.080

This designation is effective on the date signed below, and shall remain in effect for the 2023-2025 biennium (07/01/2023-06/30/2025). **Please provide documentation of the County executive or governing body's action designating the above-identified organization as the ADO.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### PLEASE SUBMIT THIS FORM AND DOCUMENTATION TO:

Diana Divens, ADO Program Manager at: ✉ [diana.divens@commerce.wa.gov](mailto:diana.divens@commerce.wa.gov)  
Office of Economic Development and Competitiveness  
Washington State Department of Commerce  
Post Office Box 42525  
Olympia, WA 98504-2525  
Cell: (564) 999-3279



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

March 3, 2023

The Honorable Jenny R. Mayberry, Chair  
Walla Walla Board of County Commissioners  
P.O. Box 1506  
Walla Walla, WA 99362

Dear Commissioner Mayberry:

Every two years, the Department of Commerce begins the process of contracting with Associate Development Organizations (ADOs) by sending a letter to the Board of County Commissioners or County Executive in each county requesting designation of an ADO.

Commerce is directed by RCW 43.330.080 to contract with county-designated ADOs to increase the support for and coordination of community and economic development services in communities or regional areas.

As part of the contracting process, please complete the enclosed ADO Certification/Designation Form for the 2023-2025 Biennium, returning to Commerce by April 15, 2023. Your county can choose to re-designate the current ADO or make a new designation. Please see the enclosed Eligibility and Designation Guidelines.

Thank you for your consideration in helping to move the contracting process forward in a quick manner. I look forward to working with our ADO partners during the next biennium.

Sincerely,

Chris Green  
Assistant Director

Enclosures

cc w/enclosures: Port of Walla Walla



# **Associate Development Organizations**

## **Eligibility & Designation Guidelines March 2023**

**2023-2025 biennium (07/01/2023-06/30/2025)**

- 3) Best Practice Sharing: ADOs must meet and share best practices with other ADOs at least two times a year.
- 4) Resources and Services Provided to Local Businesses: ADOs shall provide direct assistance, including business planning, to companies throughout the county who need support to stay in business, expand, or relocate to Washington from out of state or other countries. Assistance must comply with business recruitment and retention protocols established in RCW 43.330.062.
- 5) Regional Planning: Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies including cluster-based strategies.
- 6) Reports to Commerce: ADOs report quarterly on activity outcomes; i.e., Business Retention and Expansion assistance; Business Recruitment, Entrepreneurial Business Start-ups, etc. They also provide information on how they coordinate and collaborate with other organizations and jurisdictions in their counties, as well as other significant accomplishments. Timelines for reporting are in each grant/contract.
- 7) Formal designation by County: The County's Board of Commissioners must formally designate an organization to serve as its ADO, providing Commerce with a signed statement of designation along with a certification of eligibility.



federal trade adjustment assistance for firms program, and the provision of information to businesses on:

(I) Resources available for microenterprise development;

(II) Resources available on the revitalization of commercial districts; and

(III) The opportunity to maintain jobs through shared work programs authorized under chapter [50.60](#) RCW;

(F) Participating in economic development system-wide discussions regarding gaps in business start-up assistance in Washington;

(G) Providing or facilitating the provision of export assistance through workshops or one-on-one assistance; and

(H) Using a web-based information system to track data on business recruitment, retention, expansion, and trade; and

(ii) Support for regional economic research and regional planning efforts to implement target industry sector strategies and other economic development strategies, including cluster-based strategies. Research and planning efforts should support increased living standards and increased foreign direct investment, and be aligned with the statewide economic development strategy. Regional associate development organizations retain their independence to address local concerns and goals. Activities include:

(A) Participating in regional planning efforts with workforce development councils involving coordinated strategies around workforce development and economic development policies and programs. Coordinated planning efforts must include, but not be limited to, assistance to industry clusters in the region;

(B) Participating with the state board for community and technical colleges as created in RCW [28B.50.050](#), and any community and technical colleges in the coordination of the job skills training program and the customized training program within its region;

(C) Collecting and reporting data as specified by the contract with the department for statewide systemic analysis. In cooperation with other local, regional, and state planning efforts, contracting organizations may provide insight into the needs of target industry clusters, business expansion plans, early detection of potential relocations or layoffs, training needs, and other appropriate economic information;

(D) In conjunction with other governmental jurisdictions and institutions, participating in the development of a countywide economic development plan.

(2) The department must provide business services training to the contracting organizations, including but not limited to:

(a) Training in the fundamentals of export assistance and the services available from private and public export assistance providers in the state; and

(b) Training in the provision of business retention and expansion services as required by subsection (1)(b)(i)(E) of this section.

[2014 c 112 § 111; 2012 c 195 § 1; 2011 c 286 § 2; 2009 c 151 § 10; 2007 c 249 § 2; 1997 c 60 § 1; 1993 c 280 § 11.]

must include revised performance thresholds specifically chosen to provide evidence of progress in making the identified service changes.

(c) Contracts and state funding must be terminated for one year for organizations that fail to achieve the agreed upon progress toward improved performance defined under (b) of this subsection. During the year in which termination for nonperformance is in effect, organizations must review alternative delivery strategies to include reorganization of the contracting organization, merging of previous efforts with existing regional partners, and other specific steps toward improved performance. At the end of the period of termination, the department may contract with the associate development organization or its successor as it deems appropriate.

(3) The department must submit a final report to the legislature by December 31st of each even-numbered year on the performance results of the contracts with associate development organizations.

[2014 c 112 § 112; 2012 c 195 § 2; 2011 c 286 § 3; 2009 c 518 § 15; 2007 c 249 § 3.]

**Notes:**

**Findings -- Intent -- 2007 c 249:** See note following RCW [43.330.080](#).

## **COUNTY COMMISSIONERS (Continued)**

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

- 4) Proposal 2023 03-20 Maint Approval of proposed plan to replace floor coverings on both floors of Public Safety Building
- 5) Proposal 2023 03-20 Fair Approval of bid award for Fairgrounds Community Center HVAC Replacement Project
- 6) Proposal 2023 03-20 Comm Approval of selection of Indigent Defense Attorney for 25 Felony Superior Court Cases
- 7) Resolution – Authorization for out of state travel for Walla Walla County Sheriff's Office Employee (Edelman)

**j) Miscellaneous business to come before the Board**

**k) Review reports and correspondence; hear committee and meeting reports**

**l) Review of constituent concerns/possible updates re: past concerns**

**m) Presentation by Beth Daves from Waitsburg Parks and Recreation District on Application for Community Outreach Funds (10:30 a.m.)**

**n) Presentation by Cindy Daves from Waitsburg Gun Club on Application for Community Outreach Funds (10:45 a.m.)**

**o) Presentation/update by Renee Hadley, District Manager of Walla Walla County Conservation District (11:00 a.m.)**

**p) Presentation of 2023 Program of Work by Eric Watrud (Forest Supervisor), Darcy Weseman (Public Affairs Officer) and Andy Steele (Walla Walla RD District Manager) of Umatilla National Forest Service (11:30 a.m.)**

**12:00 RECESS**



# Proposal

Date: March 12, 2023

Proposal ID. 2023 03-20 Maint

To: Board of County Commissioners

From: Rob Grandstaff

**Intent** – Seeking formal BOCC approval for the following:

- Develop a project scope that includes product specifications to obtain bids to replace the carpet on both floors of the Public Safety Building.
- Develop a project scope to address the 2<sup>nd</sup> floor file storage and obtain bids for possible solutions to address securing the files.
- Develop a plan regarding work phasing within a secured facility that includes using an outside vendor to move room contents that could include temporary outside storage.

**Topic** – This proposal is to replace the existing carpet on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the Public Safety Building.

**Summary** – Please refer to the attached flooring report for a more in depth understanding of the flooring conditions. Flooring is a life cycle consideration for any building and this building is overdue for a floor covering replacement in most areas. Areas that were originally installed with VCT and areas of vinyl flooring included in this scope. Please refer to the floor plans provided and attached spreadsheet that identifies the proposed scope of work.

**Cost** – The estimated cost for this project will be better determined when actual bids are received and any adjustments to the scope. The current ROM estimates are as follows:

- To replace the carpet and rubber base estimate is \$230,000.00- \$250,000.00.
- Moving costs: We will need bids from a moving company. A possible place marker is \$35,000.00 to \$40,000.00.
- File securing solutions: Not defined at this time. TOC will be visiting the site next week.

**Funding** –

**Alternatives Considered** – N/A

**Acquisition Method** – Advertisement for bid as a Public Works project.

**Security** – A work plan addressing security is required for this project. Due to the nature of the building, consideration regarding the working hours and available staff may involve additional costs.

**Access** – The contractors will need an approved escort while performing work in the building at all times.

**Risk** – New product and adhesives will likely create nuisance hazards to the building occupants. Managing those risks in a secured building will have very limited options.

**Benefits** – Replacing the floor coverings will maintain the building and minimize the safety risks where the existing carpeting has separated.

**Conclusion/Recommendation** – Facilities recommends replacing the floor coverings on the 1<sup>st</sup> and 2<sup>nd</sup> floors. We are requesting approval to proceed in developing specifications and a work plan that will result in requesting proposals to replace the floor coverings as agreed upon by the BOCC.

Submitted By			Disposition	
_____			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
_____			<input type="checkbox"/> Needs follow up information	
Signature			<input type="checkbox"/> Denied	
			_____	
			BOCC Chairman	Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

_____
_____
_____
_____



Walla Walla County Facilities  
Sheriff's Office – PA Flooring Report and Scoping

Monday, March 13, 2023

**SCOPE:**

At the request of the Sheriff and Commissioner Mayberry, I have calculated material and labor cost for new flooring at the Public Safety Building. The existing carpet is a glue down rolled product that is original to the building. The carpet has reached its life span and needs replaced. Several seams have failed. The extent of the work is budget dependent; however, corridor work is recommended on both floors at minimum. There has also been requests that the training room receive a new floor covering in a vinyl luxury tile.

**ACTION ITEM REQUESTED:**

Please advise on the scope of work after reviewing this report.

**REPORT BASIS AND LIMITATIONS:**

The costs per SF were derived from current material and labor costs that would be typical for a project like this. The carpet tile would be a standard commercial grade tile. The luxury plank is a middle of the road commercial grade product. Cost savings are possible based on volume of the order. The cost to remove the carpet also includes the requirement to float out the floor due to the glue and subfloor deficiencies. A contingency cost is needed to cover if there are areas required for limited subfloor replacement due to floor damage. Currently there has been a 3% increase about every 3 months for product and labor. The products used at the City of Walla Walla Police Department is like what is being proposed in this report. It should be noted that there are concerns with the floor at the City Police Department as shown later in this report.

**THIS REPORT INCLUDES THE FOLLOWING:**

- 5 pages of basis of calculations (Yellow Pad)
- Excel spreadsheet room by room calculations.
- SO First floor plan annotated
- PA Second Floor plan annotated

**PHOTOS OF THE EXISTING CONDITIONS:**



SECOND FLOOR CORRIDOR SOUTH SIDE. NORTH IS SIMILAR



SECOND FLOOR EAST HALLWAY



SHERIFFS RECEPTION OFFICE





SHERIFFS TRAINING ROOM



CITY OF WALLA WALLA POLICE CARPET TILES



The luxury vinyl tile is loose lay at the City Police Department. Apparently, it is designed that way but can be problematic while rolling objects over it.

CITY POLICE LUXURY VINYL TILES

#### IMPACTS:

Work in this building requires criminal background clearance. The scope of this project will have the following impacts to be considered:

- Installers will require an escort that has past their background check which means there will be man hours for a County Employee to oversee the work. Additionally, the files in the PA's office are not secured.
- Carpet removal and replacement will require the removal of room contents. Facilities can help but lacks the capacity to do all the work.
- Ventilation by some means will be necessary, however, the off gassing of the new carpet and glue may affect staff adversely.
- Impacts to staff for office access will be affected.
- The Sheriff has requested carpet tiles in the corridors to reduce the sound transmission.

#### CONSIDERATIONS:

Work on the second floor will be especially challenging relating to the file security and room contents. It has been discussed with Gabe and Jesse that we just focus on the corridors. They are willing to look at that possibility. The center hall is full of file cabinets on both sides of the hallway.

There is the possibility of a chemical dry chem carpet cleaning where the carpet has not completely failed. The Facilities Technicians have stopped trying to shampoo the carpet with our carpet cleaners because when moisture is applied the carpet continues to come up and fall apart.

#### CONCLUSION:

I have attempted to provide a report for the Board to make an informed decision regarding floor coverings in the Public Safety Building. Flooring is a life cycle component, like paint, roofing and HVAC for an example. At some point, when time permits, I need to generate a Life Cycle Analysis on each building. This building should be no surprise that it is not just the flooring that has past it's life cycle, there is also a roof to consider, mechanical equipment to replace, concrete stairs and other components need to be identified and budgeted for replacement. Please let me know what questions you have regarding this report or any other questions.

Respectfully Submitted,

Rob Grandstaff

	Description	SF -	LF	R Carpet-Prep	Extension	R&R Base	Carpet Tiles	Vinyl Tiles	Floor Subtotal	Base Subtotal	Extensi
102	Reception	189	55	5	945	6	10	11.5	2835	330	\$3,
105	Office	420	92	5	2100	6	10	11.5	6300	552	\$6,
106	Office	177	55	5	885	6	10	11.5	2655	330	\$2,
107	Office	197	60	5	985	6	10	11.5	2955	360	\$3,
108	Office	236	64	5	1180	6	10	11.5	3540	384	\$3,
109	Office	250	66	5	1250	6	10	11.5	3750	396	\$4,
110	Office	169	54	5	845	6	10	11.5	2535	324	\$2,
111	Office	140	47	5	700	6	10	11.5	2100	282	\$2,
112	Office	154	53	5	770	6	10	11.5	2310	318	\$2,
131	Office	80	35	5	400	6	10	11.5	1200	210	\$1,
132	Office	80	35	5	400	6	10	11.5	1200	210	\$1,
133	Office	80	35	5	400	6	10	11.5	1200	210	\$1,
125	Office	164	54	5	820	6	10	11.5	2460	324	\$2,
119	Training * VT	530	98	5	2650	6	10	11.5	8745	588	\$9,
122	Interview	85	54	5	425	6	10	11.5	1275	324	\$1,
124	Interview	85	54	5	425	6	10	11.5	1275	324	\$1,
134	W Stair	210	64	5	1050	6	10	11.5	3150	384	\$3,
135	E Stair	210	64	5	1050	6	10	11.5	3150	384	\$3,
100	E Hallway	202	87	5	1010	6	10	11.5	3030	522	\$3,
100	S Hallway	442	188	5	2210	6	10	11.5	6630	1128	\$7,
100	N Hallway	460	194	5	2300	6	10	11.5	6900	1164	\$8,
100	W Hallway	134	54	5	670	6	10	11.5	2010	324	\$2,
	Main Floor Subtotal										\$80,
	Contingency 10%										\$8,
	Sales Tax 8.9%										\$7,
	Extension Total										\$96,
	Prosecuting Attorney										
237	Elevator	72	67	5	360	6	10	11.5	1080	402	\$1,
202		250	68	5	1250	6	10	11.5	3750	408	\$4,
203		276	70	5	1380	6	10	11.5	4140	420	\$4,
204		112	44	5	560	6	10	11.5	1680	264	\$1,
205		151	51	5	755	6	10	11.5	2265	306	\$2,
206		118	45	5	590	6	10	11.5	1770	270	\$2,
207		144	50	5	720	6	10	11.5	2160	300	\$2,
208		210	77	5	1050	6	10	11.5	3150	462	\$3,



[illegible]



# Proposal

Date: 3-9-2023

Proposal ID. 2023 03-20 Fair

To: WWBOCC

From: Greg Lybeck, Fairgrounds Manager

**Intent** – Approval of bid award and contract for Fairgrounds Community Center HVAC Replacement Project

**Topic** – Fairgrounds Community Center HVAC Replacement Project

**Summary** – On February 21, 2023, we sent bid requests out to six contractors from the Small Works Roster. The project involves removing two of the four 10-ton HVAC units in the Fairgrounds Community Center and replacing them with two new units. The existing units are over thirty years old and well beyond their expected life. It has been difficult for our local contractors to repair these units because parts are not available. Bids closed on March 8, 2023, at 4:00 p.m.

The following bid was received by the deadline of March 8, 2023, at 4:00 p.m.

Mill Creek Mechanical	Walla Walla, WA	\$46,652.78 with tax
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**Cost-**

\$46,652.78 Tax included

**Funding** – The project will be funded from 301.

**Alternatives Considered-** We considered to continue to have contractors repair the units but repairs were expensive and would not give us a guarantee the units would work for any amount of time.

**Acquisition Method-** Through the bid process.

**Security** - NA

**Access** -NA

**Risk** – NA

**Benefits** – The benefits will be improving both the heat and air conditioning in our most used building for events. It will also reduce the cost that it now takes to keep them running.

**Conclusion/Recommendation-** I am recommending that the Commissioners approve the bid award and authorize Greg Lybeck, Fairgrounds Manager to sign associated contract to Mill Creek Mechanical after review by Prosecuting Attorney's office for the Fairgrounds Community Center HVAC Replacement Project.

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Submitted By

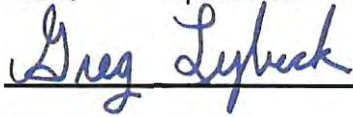
Disposition

Greg Lybeck      Fairgrounds      3.9.2023

☐ Approved

Name      Department      Date

☐ Approved with modifications



☐ Needs follow up information

Signature

☐ Denied

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BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

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# Proposal

**Date:** 3/14/2023

**Proposal ID.** 2023 03-20 COMM

**To:** BOCC

**From:** Diane Harris, Clerk of the Board

**Intent** – Indigent Legal Services

**Topic** – Approval to offer contract for Indigent Legal Services for 25 Superior Court Criminal Cases

## Summary

The Walla Walla County Commissioner's Office sent out a request for qualifications seeking an attorney to contract for 25 Superior Court Criminal Cases after Nicholas Holce notified this office that he was going to lower his contracted case amount for 2023 by 25 cases. The description and scope of services is: We are seeking to contract with a qualified attorney to represent adults in Superior Court criminal proceedings, including criminal charges, probation violations, and sentence modifications. (Copy attached).

We received two responses to the request:

Rachel Cortez, Cortez Law Office

Ashely Kulberg, Carman Law Office, Inc.

Both responses were provided to Superior Court Judge Wolfram and Superior Court Judge Johnson to confirm that both meet the requirements to provide legal services on Superior Court criminal cases. The Superior Court Judges have confirmed that both Ms. Cortez and Ms. Kulberg do meet the requirements to provide legal services in Superior Court criminal cases.

Ms. Cortez has a current contract for Indigent Legal Services with Walla Walla County - 50 Superior Court Cases, 50% of Superior Court Juvenile Department Criminal Cases, 50% of District Court Criminal Cases.

Ms. Kulberg does not have a contract for Indigent Legal Services with Walla Walla County.

## Cost

\$38,502.50 (over a 9 month period)

## Funding

CE Indigent Legal Services 010.001.03000

**Alternatives Considered**

N/A

**Acquisition Method**

RFQ

**Security**

N/A

**Access****Risk****Benefits****Conclusion/Recommendation**

Recommending approval to offer contract for Indigent Legal Services to Ashely Kulberg, Carman Law Office, Inc., for 25 Superior Court cases to diversify firms providing indigent defense services to the County.

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Submitted By

Diane Harris, Commissioners March 14, 2023

Name Department Date

Signature

Disposition

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

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BOCC Chairman

Date

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**Additional Requirements to Proposal**☐ Modification☐ Follow Up



**REQUEST FOR QUALIFICATIONS**  
Walla Walla County Contract Attorneys  
(Superior Court Criminal Cases)  
for 2023

**Description and Scope of Services:**

Walla Walla County seeks to contract with qualified attorney to represent adults in Superior Court criminal proceedings, including criminal charges, probation violations, and sentence modifications.

**Compensation**

- One attorney with 25 cases \$1,540.10 per case = \$38,502.50

**Location:**

Walla Walla County, Washington.

**Minimum Qualifications:**

A member of the Washington State Bar Association in good standing, demonstrated interest in adult felony work, meeting the requirements outlined in the Washington Supreme Court Rule 3.1 Section 14.2 G through J.

**Form of Application:**

Letter of interest indicating how the minimum required qualifications are met; resume; proof of admission to the Washington State Bar Association and any other states where the applicant has previously been admitted; and disclosure of any complaint that resulted in disciplinary action by the entity charged with the discipline of attorneys in any state or jurisdiction.

**Address for Response:**

Send responses marked "SUPERIOR COURT CRIMINAL CASES - CONTRACT RESPONSE" to:

Board of County Commissioners  
Attn: Diane L. Harris, Clerk of the Board  
Walla Walla County  
314 W. Main, Room 203  
P.O. Box 1506  
Walla Walla, WA 99362  
Or electronically to: [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us)

**Closing Date:**

Responses must be received by **4:00 p.m. on Friday, January 27, 2023**. Please note that responses may be reviewed as they are received and prior to the deadline. Furthermore, a contract award may be made at any time at Walla Walla County's sole discretion in any manner that best serves the interests of Walla Walla County. Accordingly, to be considered, interested candidates are encouraged to submit application materials as soon as practicable.

**Public Defense Standards:**

All contracts offered by Walla Walla County do, on their face, comply with the [Standards for Public Defense](#) as adopted by the Washington State Supreme Court. Once a contract recipient starts to provide indigent legal services for Walla Walla County, then they are personally and professionally responsible for continued compliance with the same standards.

**Contract Summary**

The successful candidate(s) will be required to execute a professional services contract similar to those that govern the work of current indigent defense attorneys. A copy of that contract is attached to this RFQ.

**CONTRACT FOR INDIGENT LEGAL SERVICES  
(2023)**

THIS AGREEMENT, effective the 1<sup>st</sup> day of April, 2023 between Walla Walla County, Washington, a municipal corporation, hereinafter referred to as "the County", and \_\_\_\_\_, hereinafter referred to as "the Attorney".

**W I T N E S S E T H :**

For and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Attorney shall abide by all terms and conditions of the Standards for Indigent Defense, including filing a signed Certification of Compliance on a quarterly basis in each court that the Attorney has been appointed as counsel, as required by Washington State Supreme Court Order No. 25700-A-1004, adopted June 15, 2012.

2. In no event shall the Attorney receive more than the caseload cap outlined in Standard 3.4 of the Standards for Indigent Defense. Cases shall be defined as described in the Standards for Indigent Defense: "the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation." (Standard 3.3)

3. Attorneys who provide public defense must limit the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent (Standard 13).

4. If a defender is carrying a mixed caseload including cases from more than one category of cases, the standards in 3.4, and the limits set forth below, should be applied proportionately to determine a full caseload.

5. That during the contract term April 1, 2023 through December 31, 2023 the Attorney shall provide legal representation for the following matters marked with a "X" below, for which the Court makes an appointment after April 1, 2023 and for appointments already made to the Attorney, based upon applicable statutes, case law or court rules providing for a court-appointed attorney, on the basis of the person's indigency:

( x ) a. (i) **Superior Court Criminal Cases.** In one eighteenth (1/18's) of all Superior Court felony cases for the contract term (excluding murder); provided however, that in the event that the number of all Superior Court Criminal appointments for the Attorney reaches 25 appointments per year for the term of the contract for cases actually filed by the County

Prosecutor, the Attorney's obligation to provide representation in criminal matters shall have been fulfilled for the entire contract year, and full payment shall be made by the County for the duration of the contract term. This is based on a "cap" of one eighteenths (1/18's) of 450 appointments per year for all attorneys providing representation in indigent adult criminal appointments in Superior Court for new felony cases filed during the contract term. The total amount of compensation for the contract period for this portion of the contract shall be \$38,502.50 for year 2023 (see "compensation" information, pages 2 and 3 of this Contract) provided, however, that the Attorney shall be reimbursed at the rate of \$1,540.10 per case for year 2023 (see "compensation" information, pages 3 and 4 of this Contract) for appointments for cases filed by the County Prosecutor after the "cap" of 25 filed cases per year has been reached. In no event shall the Attorney receive more than 150 felonies per year.

Cases will be counted for compensation consistent with the definition in the Standards for Indigent Defense: "the filing of a document with the court naming a person as defendant or respondent, to which an attorney is appointed in order to provide representation." (Standard 3.3). In the event the Attorney exerts a significant amount of time and/or resources on an appointment that does not lead to a case filing by the County Prosecutor, the Attorney may petition to have that appointment count as a case for compensation purposes. Petitions must be approved by a Superior Court judge.

In addition to the above, the County shall pay to Attorney the sum \$57.32 per hour, or the rate hereafter specified by the State of Washington in WAC 137-70-040, for all cases involving representation of inmates charged with crimes at the Washington State Penitentiary, upon and after submitting the appropriate itemization to the County for the actual hours expended.

( ) a. (ii) **Additional Compensation for Murder Cases.** In addition to the above compensation, for each appointment to a Murder in the First Degree (aggravated or non-aggravated), Murder in the Second Degree, or Attempted Murder case, the County shall pay the Attorney an hourly rate of \$150.00 per hour. Requests for reimbursement shall first be submitted to the Superior Court for approval of actual hours and costs expended.

In the event the Attorney shall designate any other attorney responsible for Murder cases, the Attorney shall provide a satisfactory assurance of availability, and submit a copy of an executed agreement with the designated attorney that the designated attorney will perform the obligations of this contract without raising any issue of compensation with the County.

In no event shall the Attorney receive more than one (1) Active Death Penalty trial court case at a time. At such time, the Attorney shall undertake those non-death penalty cases that are compatible with the time demand of the death penalty case and consistent with the professional requirements of Standard 3.2 of the Standards for Indigent Defense.

(     ) **b. Superior Court Probation, Community Supervision Violations and Sentence Modifications.** All adult criminal probation, community supervision violations, and sentence modifications in Superior Court, including allegations of failing to pay monetary obligations and failing to notify the Department of Corrections of the defendant's address. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney receive more than 250 cases per year.

(     ) **c. Superior Court Juvenile Department Criminal Cases.** In \_\_\_\_ percent (\_\_\_%) of the Walla Walla County Superior Court juvenile department criminal proceedings, including criminal charges, probation violations and sentence modifications. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney receive more than 250 cases per year. The Attorney shall provide law enforcement agencies with a number or other means to contact the Attorney at any time when law enforcement stops or wishes to speak to a juvenile.

(     ) **d. Mental Health, Juvenile Therapeutic Court, & Adult Drug Court Hearings.** In \_\_\_\_\_ percent (\_\_\_%) of the Walla Walla County Superior Court mental illness hearings, Juvenile Therapeutic Court, and Adult Drug Court. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney receive more than 250 cases per year.

(     ) **e. Dependency and Termination of Parental Rights Proceedings.** In \_\_\_\_ percent (\_\_\_%) of the Walla Walla County Superior Court dependency and termination of parental rights proceedings. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney exceed 80 open cases.

(     ) **f. District Court Criminal Cases.** In \_\_\_\_\_ percent (\_\_\_\_\_% ) of the Walla Walla County District Court misdemeanor matters, including show cause, probation violation, sentence modification hearings, gross misdemeanor and appeals of District Court rulings in Superior Court. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney receive more than 400 cases per year.

(        ) **g. Alcohol/Substance Abuse Commitments.** In \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Walla Walla County alcohol or substance abuse commitment hearings. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney receive more than 250 cases per year.

(        ) **h. Child Support Contempt Proceedings.** In \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Walla Walla County Superior Court proceedings for contempt for failure to pay child support. The Attorney shall be compensated at a rate not to exceed \$50.00 per hour for up to seven (7) hours per case. Requests for reimbursement shall first be submitted to the Superior Court for approval of actual hours and costs expended. In no event shall the Attorney receive more than 400 cases per year.

(     ) **i. Parents in Family Therapeutic Court Cases in Dependency Proceedings.** In \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Family Therapeutic Court cases the Attorney shall represent the parents in family therapeutic court cases in Walla Walla County Superior Court dependency proceedings. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney exceed 80 open cases.

(     ) **j. Dependency and Termination of Parental Rights Proceedings, Child in Need of Services Petitions, and At-Risk Youth Petitions.** In \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the Walla Walla County Superior Court dependency proceedings where the child requests legal counsel and is age twelve or older (pursuant to RCW 13.34.100); dependency cases where it is necessary—for conflict of interest or other reason deemed appropriate by the court—to substitute for one of the two primary attorneys contracted to represent parents in dependency cases; Child in Need of Service petitions; and At-Risk Youth petitions. The total amount of compensation for the contract period for this portion of the contract shall be \$\_\_\_\_\_ for contract term. In no event shall the Attorney exceed 80 open dependency cases or receive more than 250 CHINS or ARY cases per year.

(     ) **k. Representation of individuals entitled to counsel under RCW 10.77.020(1), including hearings under RCW 10.77.150 and 10.77.200.** Reimbursement shall be at the rate of \$150 per hour. In no event shall Attorney exceed 6 (six) cases per year.

The total amount of compensation for the contract period for subsections a., b., c., d., e., f., g., h., i., j., and k. of the contract shall be \$ 38,502.50 for contract term.

The compensation for subsection a. (i), stated above paid for the year 2023 reflects a base compensation increase of 3.5% (based upon the current Current Expense Courthouse Employees labor agreement). The Compensation for subsections b., c., d., e., f., g., h., i., j., and k. represents the 2023 rate for those sections plus a 3.5% cost of living increase (based upon the Current Expense Courthouse Employees labor agreement), plus other as negotiated.

6. The services to be furnished by the Attorney shall include legal representation at all stages of the proceedings after appointment by the Court, and shall continue through the filing of a Notice of Appeal in District Court rulings (where applicable), and shall continue through the filing of a Notice of Appeal from Superior Court rulings in all cases. It is expressly understood and agreed between the parties that this contract for representation includes only those matters agreed to in Subparagraphs a-k of Paragraph Five above as indicated by the Attorney and does not include those matters not agreed to in Paragraph Five. It is understood between the parties that representation in the other foregoing matters will be the subject of other contracts between the County and other contract providers.

7. The total contract price for the services for the contract term shall be in the sum of \$ 38,502.50, as provided herein. Payment shall be made in nine (9) equal installments for each year. The County will process the payment on the last Accounts Payable run of the month with the payment being mailed no later than the following Tuesday to the Attorney at his/her address: \_\_\_\_\_.

8. For purposes of this contract a person is indigent when a magistrate or judge has determined, in accordance with any applicable law or court rule, that such person is financially unable to obtain the services of any attorney at law. However, any person arrested and held in custody for a crime, and who claims to be indigent, shall be represented by the Attorney until a magistrate or judge determines that such person is not indigent and permits the Attorney to

withdraw. Attorneys with portions of misdemeanor or felony defense contracts shall provide a phone number where they can be reached after hours to be posted at the jail so that at the earliest opportunity a person in custody who desires a lawyer shall be provided access to a telephone and the number of an attorney that has contracted with the county to provide indigent legal services.

9. a. Certain non-routine costs of investigation, where necessary to an adequate defense, and other costs such as (a) experts; (b) doctors; (c) other extraordinary services; (d) depositions; (e) out-of-pocket costs associated with a court ordered change of venue; (f) scientific tests; and (g) interpreters and/or translators as per Superior Court Criminal Rule 3.1 (f) shall be the responsibility of the County for which the County agrees to reimburse the Attorney for such expenses, provided only that Attorney shall seek and obtain the approval of the Court by motion and ordered prior to incurring such expenses.

b. The cost of subpoenas, including their service and any fees required by law to be tendered to the witness at time of service, shall also be the responsibility of the County for which the County agrees to reimburse the Attorney for such expenses. The Attorney need not seek prior approval for the cost of service of subpoenas within the territorial limits of Walla Walla County unless a witness fee is required by law to be served with the subpoena. All out of county subpoenas shall require prior court approval.

c. It is anticipated that the County will receive annual payment from the Office of Public Defense Funds (OPD) pursuant to RCW 10.101. These funds will be distributed as additional attorney compensation on a pro rata basis among the attorneys holding contracts for indigent defense service. While the specific application of these funds is left to the discretion of the contractor, in accordance with current guidelines for permitted use of state public defense funds issued by the OPD, these funds are intended as additional compensation to help defray the cost of routine case expenses, such as non-extraordinary investigations deemed appropriate in each case by the contractor, without the need to account to the court as to any specific application of these funds.

10. The Attorney may designate one or more licensed attorneys to associate with in the performance of this contract. Any attorney so designated and approved shall be responsible for the performance of this contract in the same manner as the Attorney. At the time of the signing this contract, the Attorney must submit the names, experience levels, and qualifications of any attorney proposed to be designated to associate with in the performance of this contract to the County for approval. In addition, the designated Attorneys shall submit their qualifications and Certification of Compliance to the Superior Court Judges for approval in those matters heard in Superior Court, and to the District Court Judges for approval in those matters heard in District Court. The Attorney is not authorized, however, to assign this contract without the prior written approval of the County, nor shall the attorney designate additional Attorneys to associate in the performance of this contract without County approval. The Attorney will ensure that in all circumstances of absence, including illness and emergency, a designated attorney will be available to perform the requirements of this contract. If a designated attorney is not reasonably available as required by the Court, the Court shall be authorized to make an appointment at the Attorney's expense.

11. a. During the life of this contract Attorney shall maintain errors and omissions insurance, and shall include anyone else acting for or on behalf of the Attorney in the performance of this contract as an additional named insured on any such policy. Such insurance shall be obtained from any insurance company authorized to do business as such in the State of Washington, and shall have policy limits of \$1,000,000.00 (one million dollars) or more. A certificate, or proof of insurance coverage, shall be provided to the County yearly.

b. The Attorney covenants and agrees that he will indemnify and hold harmless the County and other County's Officers, employees and agents to the extent of his/her insurance coverage from any loss, damage, costs, charge or expense, whether direct or indirect, and whether to persons or property, to which the County or its agents may have been subjected by reason of any act, action, neglect, omission or default on the part of the Attorney or anyone acting for, on behalf of, or at the discretion of the Attorney in the performance of this agreement.



c. In case any suit or legal proceedings shall be brought against the County, or any of the County's officers, employees or agents, at any time on account of or by reason of any act, action, neglect, omission or default of the Attorney, or anyone acting for, on behalf of or at the direction of the Attorney, the Attorney hereby covenants and agrees to the extent of his or her insurance coverage to assume the defense thereof and to defend the same at the Attorney's own expense, and pay any and all judgments that may be incurred by or obtained against the County, or any of the County's officers, employees or agents in such suits or other proceedings.

12. In those instances in which a particular defendant may be able to pay some money for attorney fees, but not all, such persons, for purposes of this contract, shall be considered indigent and any "attorney fees" paid by such person shall be paid to, and be the property of the County. The Attorney is not responsible for collecting such fees.

13. During the performance of this contract, the Attorney shall comply with the Washington "Law Against Discrimination", and should any part of the performance contemplated hereunder be financed by federal funds, the Attorney shall comply with all applicable federal laws against discrimination in employment. Satisfactory performance of this provision by Attorney shall include, but not be limited to, the following:

a. During the performance of this contract, the Attorney shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

b. The Attorney shall ensure that applicants for employment and employees are treated during employment without discrimination because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Performance under (a) and (b) above shall include, but not be limited to: employment, upgrading, demotion or transfer recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training, including apprenticeships, unless distinctions are based upon a bona fide occupational qualification.

The Attorney further agrees to comply with the Americans With Disabilities Act with regards to employment and the provision of services.

14. The provisions of this contract governing matters heard in Superior Court are subject to the approval of the Superior Court Judges of Walla Walla County, Washington. The provisions of this contract governing matters heard in District Court are subject to the approval of the District Court Judges of Walla Walla County, Washington.

15. The parties agree that this contract provides for services to be performed for the contract term only, and said contract shall terminate on December 31, 2023; provided that upon the expiration of, or other termination of this contract, the Attorney shall continue his or her representation for an additional thirty (30) days from the date of termination in all cases for which he or she has commenced legal representation, and the compensation for said extended period of service shall be the monthly payment of the contract price. The parties further agree and understand that the foregoing provision for extended representation shall not apply if the termination of the contract is due to a determination that the quality of legal services provided by the Attorney does not satisfy the Judges of the Courts hearing the matters provided for in this contract, or in the event it is reasonably determined by the County that the Attorney has materially failed to perform this contract.

This contract shall be cancellable upon ninety (90) days written notice during the contract term by the Attorney, so long as he remains in practice; or shall be cancellable immediately by the County in the event it shall be determined that the quality of legal services provided by the Attorney does not satisfy the Judges of the Court hearing the matters provided by this contract, or in the event it is reasonably determined by the County that the Attorney has materially failed to perform this contract. In the event the Attorney terminates this contract prior to the termination date specified herein and fails to provide ninety (90) days written notice thereof, and the Court assigns new counsel to represent the cases assigned to the attorney, the attorney shall pay to the County the sum of \$100.00 for each case filed in the Court to which the attorney has been assigned for

each case other than Superior Court criminal cases for the contract term; for Superior Court criminal cases the attorney shall pay to the County the sum of \$1,540.10 for each case filed.

16. The Attorney shall make a monthly report to the Board of County Commissioners, said report to contain the number of appointments, class and type of case, appearances in Court, and trials in Court.

17. The Attorney agrees to comply with conditions of RCW Chapter 10.101.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**COUNTY OF WALLA WALLA  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jennifer R. Mayberry, Chairman

Attest:

\_\_\_\_\_  
Todd L. Kimball, Commissioner

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner

Attorney \_\_\_\_\_

WSBA# \_\_\_\_\_

Federal Tax Id. No. \_\_\_ On file with the Walla Walla County Auditor's Office \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

IN THE MATTER OF  
AUTHORIZATION FOR OUT OF  
STATE TRAVEL FOR WALLA  
WALLA COUNTY SHERIFF'S  
EMPLOYEE (EDELMAN)

RESOLUTION NO. **23**

**WHEREAS**, the Walla Walla County Sheriff's Office has requested approval for out of state travel for Lora Edelman to attend the FBI-LEEDA (Law Enforcement Executive Development Association) 31<sup>st</sup> Annual Executive Training Conference, to be held April 23-27, 2023 in Orlando, Florida; and

**WHEREAS**, said training will benefit the citizens of Walla Walla County; and

**WHEREAS**, pursuant to County policy, an Employee Travel Authorization form has been submitted for review and consideration; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that out of state travel as outlined above be approved.

**BE IT FURTHER RESOLVED** that additional time required to travel to and from said training, if necessary, is also approved.

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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

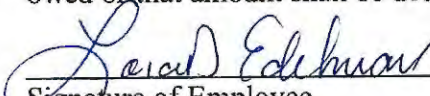
**WALLA WALLA COUNTY**  
**Employee Travel Authorization**

Date of Request 3/14/2023

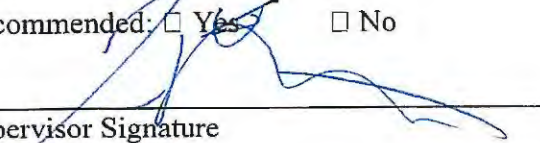
<b>Employee Attending:</b>  Lora Edelman	<b>Estimate of Cost (Includes all costs even prepaid)</b>	
	<b>Transportation</b> <input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle   \$ 985.00 <input type="checkbox"/> Private Vehicle _____ miles @ _____ \$ _____	
<b>Meeting/Training:</b> Start time/date: 4/23/23      End time/date: 4/27	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus      \$ 100.00	
<b>Location:</b> City: Orlando      State: FL	<b>Lodging</b>	
<b>Title of Meeting/Training:</b> (Attach agenda/training brochure)	5 _____ night(s) @ \$ _____ \$938.25	
<b>Departure Date:</b> 4/23/23 <b>Time:</b>	<b>Meals</b> Breakfast(s) 2 @ \$ 17      \$34.00	
<b>Return Date:</b> 4/29/23 <b>Time:</b>	Lunch(s) 2 @ \$ 19      \$ 38.00	
	Dinner(s) 1 @ \$ 33      \$ 33.00	
<b>Place of Lodging:</b> Loews Aventura Hotel	<b>Registration/Tuition</b>	
	Cancel Date:      \$ 500.00	
<b>Phone Number:</b> 407-503-6000	<b>Total Expenses</b> \$ 2,628.25	

Credit Card Use:    ☒ Yes    ☐ No    Date Needed: 4/23/2023

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

  
 \_\_\_\_\_  
 Signature of Employee

Date: 3/14/23

Recommended: ☒ Yes    ☐ No  
  
 \_\_\_\_\_  
 Supervisor Signature

Date: 3/14/23

Out-of-State Travel: ☐ Yes    ☐ No  
 (Attach Resolution)

Approved: ☐ Yes    ☐ No

Date: \_\_\_\_\_

\_\_\_\_\_  
 Elected Official/Department Head



## WALLA WALLA COUNTY SHERIFF'S OFFICE MEMORANDUM

Date: March 8, 2023

To: Board of County Commissioners

From: Mark Crider, Sheriff

RE: Out of State Travel: Lora Edelman

Lora Edelman is requesting approval to attend the **FBI LEEDA 31<sup>st</sup> Annual Executive Training Conference**, April 24-26, 2023 at the Loews Sapphire Falls Resort Universal in Orlando, Florida. I believe that attending this conference will benefit her and our agency with the conference's relevant educational sessions and networking opportunities with colleagues from across the nation. This event attracts 500 or more like-minded police leaders offering the best format for idea-exchange.

All topics to be covered are important to law enforcement today and will be presented by nationally known, highly respected subject matter experts.

FBI-LEEDA provides enormous value for the money. The early bird registration fee is **\$425.00** for **FBI-LEEDA Member Delegates** and \$500.00 for Nonmember/Criminal Justice Delegates. Early Bird Registration Fees will change after March 17, 2023 (increase \$75 and higher for onsite walk-ins). These fees cover all the following sessions and meals:

**Training Sessions** - all sessions offered at the Conference (15+ hours of training)

**Meals** - 3 light breakfasts, 3 lunches and 3 dinners

The group rate lodging for this Conference is \$199 + tax per night for 4 nights (\$1,000 estimated).

FBI-LEEDA promotes the Annual Executive Education Conference as world-class education that is unparalleled in our field. For the benefits that I expect to derive from this conference, I believe that the costs are reasonable and I hope you will support my attendance.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Crider". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

Mark Crider, Sheriff

Recommendation:

The Walla Walla County Board of Commissioners approve this out of state travel request.



# Agenda

## Executive Training Sessions

The Conference is currently focused on the following training topics and sessions to be presented:

[Registration Info](#)

- **Community Violence Prevention Programs**
- **Crisis Communications**
- **Recruitment and Retention: The LAPD Perspective**
- **First Line Leadership**
- **Trilogy Update**
- **Cyber Crimes Investigations**

[Register Now!](#)

## Social and Networking Events

In addition to training, the Conference will feature the following social and networking events:

- **Sunday Night Welcome Reception**
- **Poolside Themed Event**
- **Top Golf Networking**

The agenda will be updated as additional session topics and speakers are confirmed.

Please check back for further details.

*The FBI-Law Enforcement Executive Development Association, Inc. is a private 501 (c)(3) nonprofit organization and is not a part of the Federal Bureau of Investigation or acting on behalf of the FBI.*

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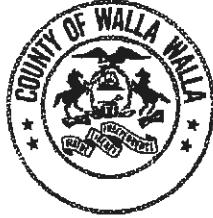
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COUNTY OF WALLA WALLA  
STATE OF WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



## 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:    Waitsburg Parks & Recreation District**

Agency Head:    Beth Daves

Authorizing Official/Title:    Commissioner

Address:    PO Box 35; Waitsburg, WA 99361

Telephone:    (509) 386-7828    Fax:

E-mail:    Info@WaitsburgParks.org

**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?

☐☒

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

☐☒

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

☒☐

If none of the above, please describe.

*Certification of Authority to Secure Project Funds*



*We request these funds to cover the last and next election so we can serve our community to the best of our abilities in our volunteer roles. We also request funding for the website creation/maintenance to allow the community to see that their active commissioners are doing what we were elected to do!*

- Is this a joint project? If so, please provide identity of other organization(s).

*No.*

### **Project Objectives**

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

*This will benefit the community members by eliminating the current and future debt associated with elections and establishing a media source to keep the citizens informed of upcoming events.*

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

*The project will benefit all residents and visitors to the area by eliminating the debt to keep it from continuing to grow.*

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

*Yes. As we apply for future Parks and Recreation funding, a negative balance is not acceptable and denies our community funding.*

- 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.

*No.*

### **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.

*At this time, no other funding sources are being sought after.*

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

*Until a levy can pass, we have no funding except out of the Waitsburg Park and Recreation Commissioners' personal pockets.*

### **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.

*As it stands, the Waitsburg Park and Recreation District has no income to report. All expenses, with the exception of the election fees, are being covered by the Waitsburg Park and Recreation Commissioners to keep everything at a zero balance.*

#####

3/3/2023  
(Date)

Beth Jones  
(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:*** [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@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•  
[wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@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  
GUNNER FULMER**



COUNTY OF WALLA WALLA  
STATE OF WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



**APPLICATION FOR COMMUNITY OUTREACH FUNDS**

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**Applicant Organization/Agency:**

Agency Head: Cindy Daves

Authorizing Official/Title: Cindy Daves; Waitsburg Gun Club President

Address: 85 Bramlett Rd. / PO Box 61

Telephone: (509) 520 -9952

Fax: \_\_\_\_\_

E-mail: sec@waitsburggunclub.org

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

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Organization Information**

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

Yes

No

☒☐

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

☒☐

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

☐☐

If none of the above, please describe.

***Certification of Authority to Secure Project Funds***

Organization/Agency:

Cindy Daves  
Signature of Authorizing Official

Cindy Daves; Waitsburg Gun Club President  
Printed Name/Title of Authorizing Official

March 6, 2023

Date

### Budget Summary

BUDGET CATEGORY (ex. Personnel, supplies, consultant, etc.)	GRANT FUNDS REQUESTED
Trap Range Concrete	\$22,000
Trap Machine	\$10,275
<b>Total</b>	<b>\$32,275</b>

**Total Grant Funds Requested:** \$ 32,275

## Project Proposal Narrative

## Community Outreach Funds Grant Request

We were hit by a 100 year flood in early February, 2020, which did massive damage to our facilities, including our trap area. We were already limited to using only one of our two trap ranges until a safety wall could be built which we installed in July of 2021. The flood waters (estimated by the Army Corps of Engineers to be the worst in our local history) dislodged our remaining trap range's cement walkways breaking them in multiple places, damaged the trap machine (which sat in flood waters and silt for weeks), damaged the trap machine motors, broke an electrical housing off the power pole which fed electricity down to the trap pit and generally rendered the remaining trap range unusable.

We have made site improvements and repairs as we have been able to afford including having the trap motors rewound but would love to make this area of the range safe for users of all mobilities and for the community use again including allowing area youth to utilize and host competitions without requiring borrowing another range.

The project entails, removing of the remaining broken concrete shooting lanes, and replacing allowing for accessibility of various mobilities. In the future, we plan to re-install lights to allow for evening practices for our youth teams (FFA and 4-H) and community members instead of restricting to weekend practices which are typically family time or competition days for the youth teams.

Being the only shooting sports facility located in the greater Walla Walla County area to support rifle/pistol/shotgun and archery; since the flood, we have completed range site improvements of an electronic gate as well as a concrete floor/pad in the rifle/pistol range house, built a wall between the ranges and created a space for an ADA toilet to be easily accessible for all. We look forward to making this an accessible and safe space as well!



### **About the Project**

- **Statement of Purpose**

The purposes of this Club shall be:

- (a) To promote safe, organized firearm use;
- (b) To provide opportunities for general firearm experiences and education;
- (c) To improve marksmanship and knowledge through competitive Club sponsored events; and
- (d) To encourage characteristics of honesty, good fellowship, self-discipline, and self-reliance, which are the hallmarks of good sportsmanship and the foundation of true patriotism.

- **Project Summary**

- Remove the remaining the broken concrete lanes in the trap area and replace both areas with new lanes and add 1 concrete bunker, we have removed the railroad tie structure that did house the old trap machine.
- Purchase new/new to us Pat Trap, Trap Machine (depending on availability)

- **Is this a joint project? If so, please provide identity of other organization(s).**

No, we as a membership are embarking to make the gun club the best it can possibly be.

### **Project Objectives**

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

We believe each and every citizen from the surrounding communities including but not limited to: Walla Walla, Dayton, Milton-Freewater, Athena, Pasco, Kennewick, Richland, Pomeroy, Pendleton and Touchet; including kids, teenagers, families, seniors; all of which need a safe environment to learn firearm education and be able to maintain their skills.

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

Being the only shooting sports facility located in the greater Walla Walla County area to support rifle/pistol/shotgun and archery; with members and their families from the surrounding communities including but not limited to: Walla Walla, Dayton, Milton-Freewater, Athena, Pasco, Kennewick, Richland, Pomeroy, Pendleton and Touchet; we continue to strive to make and ensure a safe environment for 4-H, FFA, additional school programs and community members to utilize year around as an educational learning center.

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

Yes. We will evaluate usage of the facility, meeting with the subgroups to best meet their needs / schedules to allow for all users to best utilize.

- **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.**

Not at this time.



**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.

At this time, our membership dues is the funding we have. Being mid year (our year is Sept – Aug), and recently completing the electronic gate, we are seeking assistance to complete this project hopefully this spring to allow for us to be able to complete all phases including lights by Fall of 2023. We look forward to providing the youth teams and community members to be able to practice mid week during the evening hours especially during the summer months.

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

Our membership annual dues allows for us to cover the ongoing maintenance and operations setting a portion aside for site improvements.

**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.

We will have receipts/invoices for all items and transactions, having our financials readily available for the action items stated within.

March 6, 2023

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:*** [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@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 • [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us)**

**PHONE: (509) 524-2505 • FAX: (509) 524-2512**



# Walla Walla County Conservation District

Special purpose district bound by geographic area not a municipality  
W 89.08 'conserve soil resources'  
ft funding



Renee M. Hadley  
District Manager  
WALLA WALLA COUNTY  
CONSERVATION DISTRICT  
ESTABLISHED 1941



# Riparian Enhancements



# Stream Restoration



# Agricultural Assistance





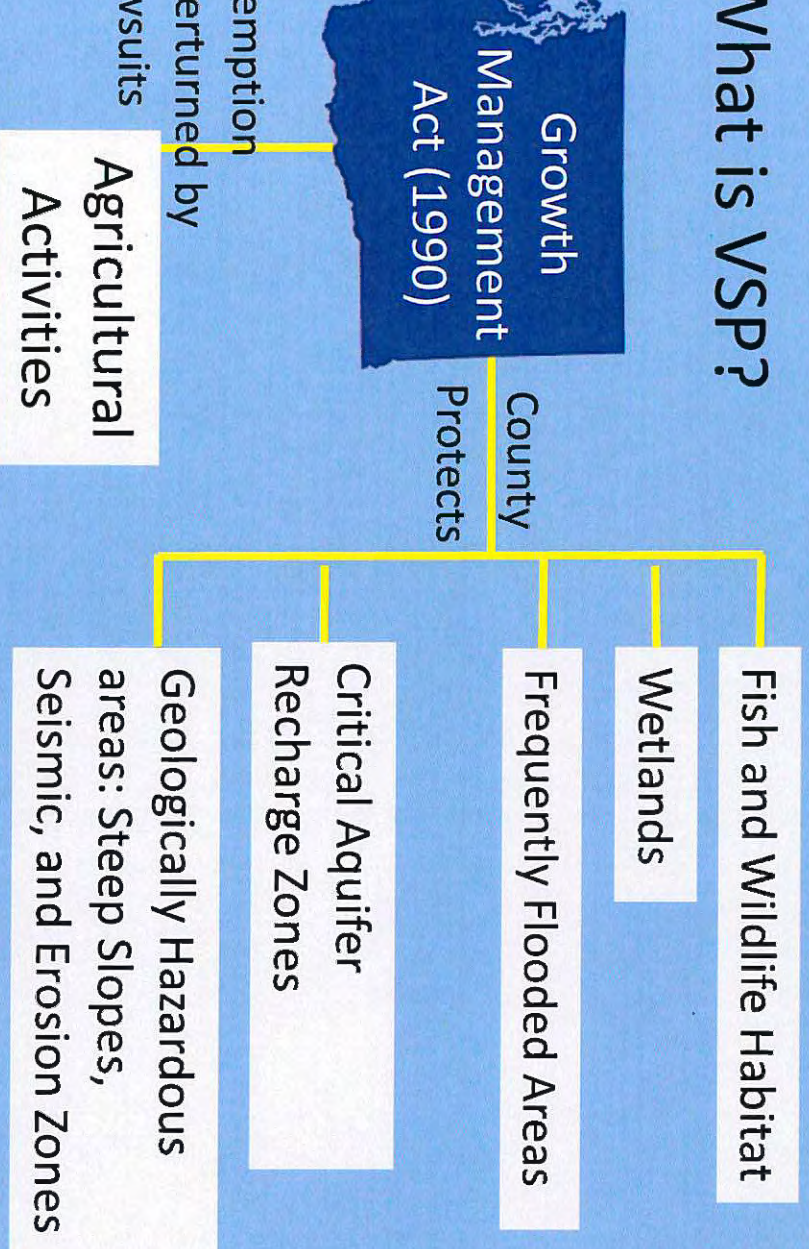
# How we work with WW Co.

- Agricultural Burn Permit processing  
(Ecology-> WW Co.-> WWCCD)
- Voluntary Stewardship Program  
(State Conservation Commission-> WW Co.-> WWCCD)



# Voluntary Stewardship Program

What is VSP?





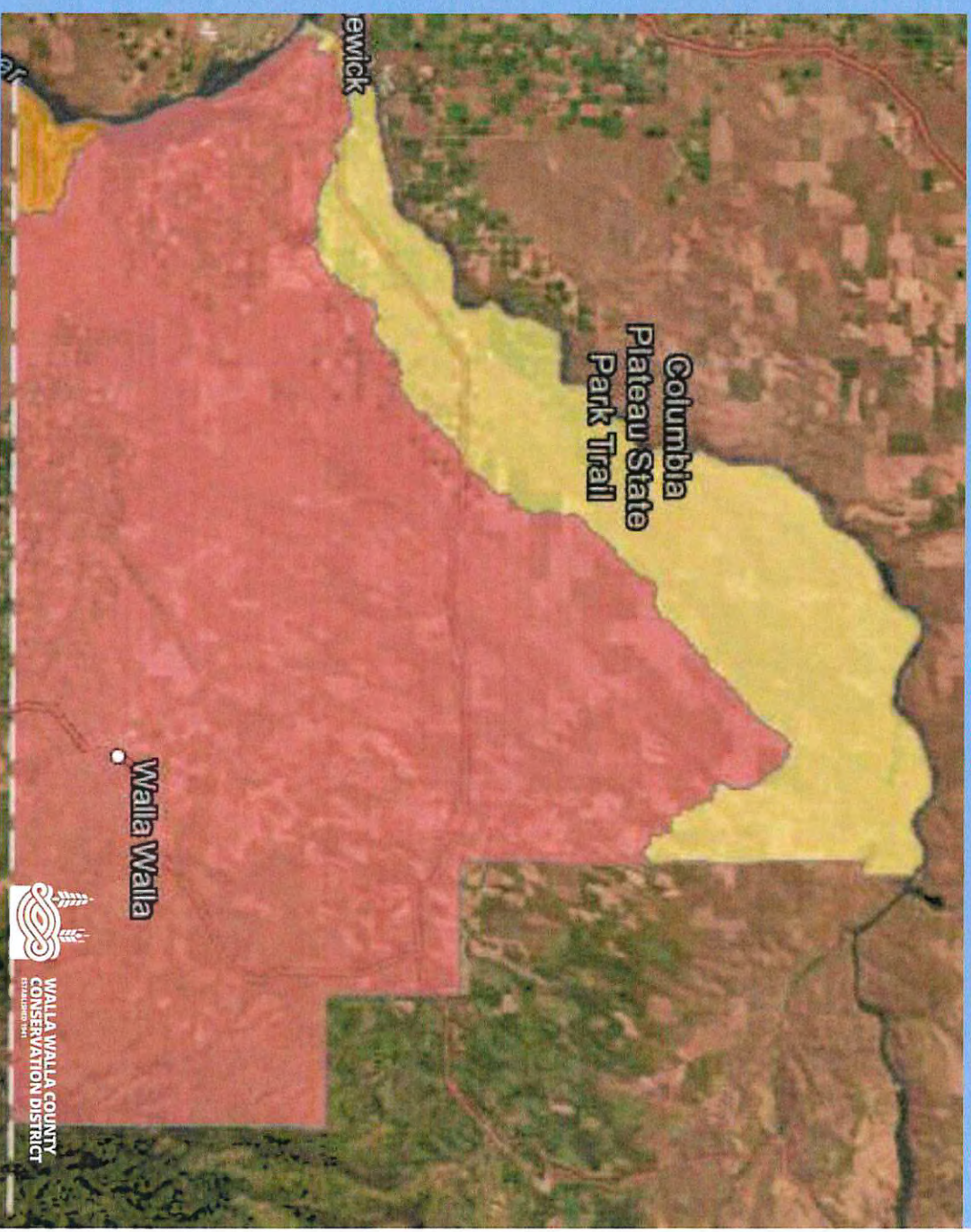
# East Little Walla Walla Riparian





# Reporting

“Prove it by watershed”





# Voluntary Stewardship Program

Voluntary  
Stewardship  
Program



5-year  
Report  
(2026)



County  
Enforcement



State  
Enforcement

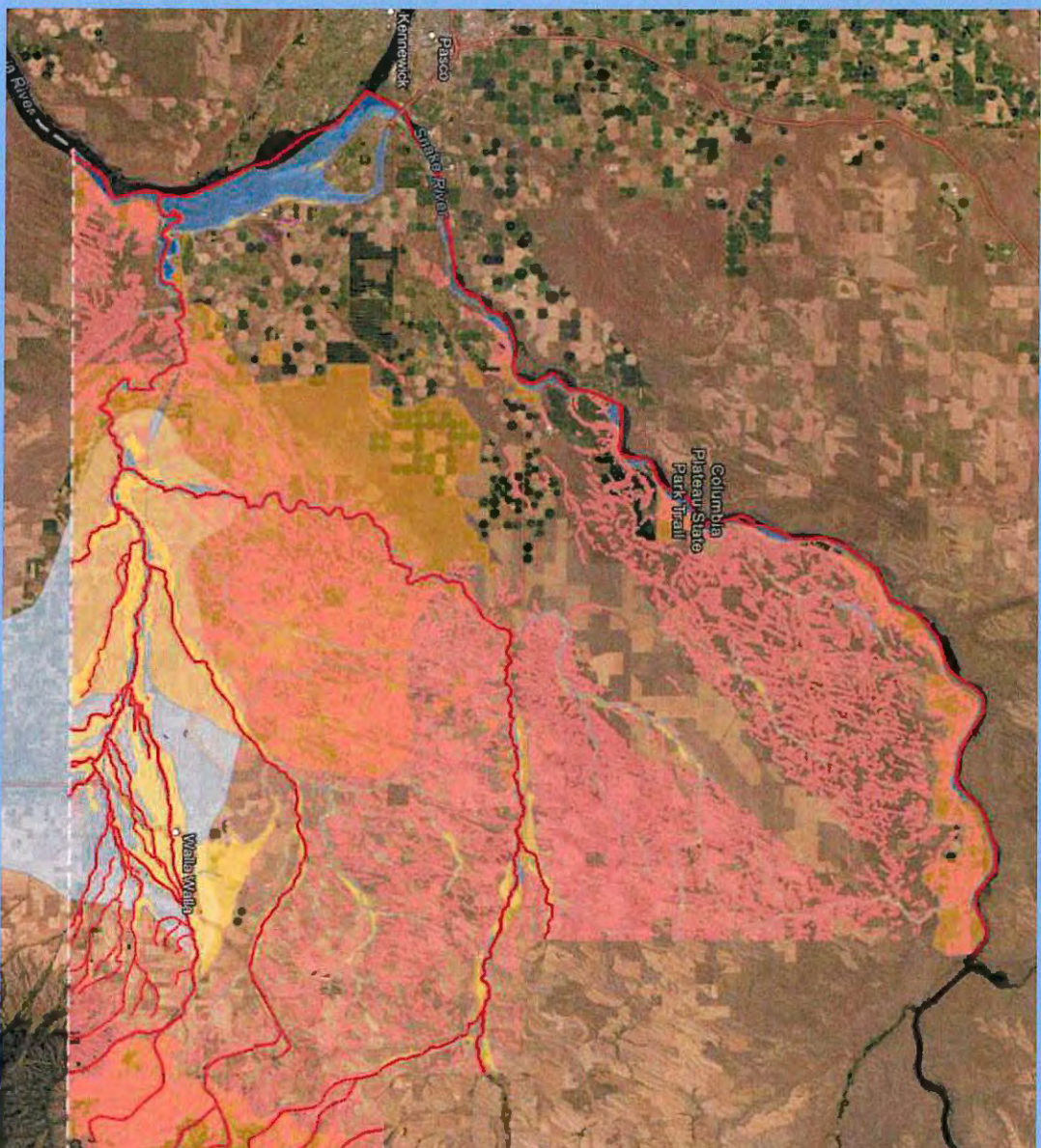


WALLA WALLA COUNTY  
CONSERVATION DISTRICT  
ESTABLISHED 1941



# Protection

“Prove it by watershed”





# Prove it...

Challenge 'proving' protection... may not be the best fit for VSP

- Critical Aquifer Recharge Areas
- Geological Hazardous Areas
  - Seismic/ Liquefaction
  - Erosion susceptibility by wind and water



# Work Plan Failure and Consequences

Applies when: Opt-out / Fail Out / Insufficient Funding

Opt-out: Not accept funds; or after accepting funds, 3, 5, 8 or any time after 10 years.

Fail-out: When the goals and benchmarks of the work plan are not being met and the watershed group fails to adaptively management to get back on track.

Insufficient Funding:

The commission has determined that the county, department, commission, or departments of agriculture, ecology, or fish and wildlife have not received adequate funding to implement a program in the watershed; or

The commission has determined that the watershed has not received adequate funding to implement the program.



# Work Plan Failure and Consequences

Focus on fail-out scenario.

When the director of the SCC concludes failure to meet goals and failure to develop adaptive management plan, work with the stakeholder group.

If after six months no progress on improvements, county and watershed group are notified the work plan has failed.

After notification, county has 18 months do take action.

**NOTE:** Shift in roles and responsibilities from watershed group to the county.



## Work Plan Failure and Consequences

County has 18 months to do one of the following:

- A. Develop, adopt, and implement a watershed work plan approved by Commerce that protects critical areas in areas used for agricultural activities while maintaining the viability of agriculture in the watershed. Commerce shall consult with the state departments of Agriculture, Ecology, and Fish and Wildlife, and the Conservation Commission, and other relevant state agencies before approving or disapproving the proposed work plan. The appeal of the Commerce decision under this subsection is subject to appeal under the Growth Management Hearings Board provisions;



## Work Plan Failure and Consequences

County has 18 months to do one of the following:

- B. Adopt development regulations previously adopted by another local government for the purpose of protecting critical areas in areas used for agricultural activities. The regulations adopted must be from a region with similar agricultural activities, geography, and geology and must:
  - i. be from Clallam, Clark, King, or Whatcom counties; or
  - ii. have been upheld by a growth management hearings board or court after July 1, 2011, where the board or court determined that the provisions adequately protected critical areas functions and values in areas used for agricultural activities;



## Work Plan Failure and Consequences

County has 18 months to do one of the following:

- C. Adopt development regulations certified by Commerce as protective of critical areas in areas used for agricultural activities. The county may submit existing or amended regulations for certification. Commerce must make its decision on whether to certify the development regulations within ninety days after the county submits its request. If Commerce denies the certification, the county shall take an action under (a), (b), or (d) of this subsection. Commerce must consult with the departments of Agriculture, Ecology, and Fish and Wildlife, and the Conservation Commission before making a certification under this section. The appeal of the Commerce decision is subject to appeal under the Growth Management Hearings Board provisions; or



## Work Plan Failure and Consequences

County has 18 months to do one of the following:

- D. Review and, if necessary, revise development regulations adopted under this chapter to protect critical areas as they relate to agricultural activities.

The state department of Commerce is required to adopt a rule implementing these options. The rule is codified at WAC 365-191.

The purpose of the rule is to “implement procedures for two of those four options: Department approval of a watershed work plan under RCW 36.70A.735(1)(a); and department certification of development regulations under RCW 36.70A.735(1)(c).” WAC 365-191-010.



# Agriculture

ational Water Quality Initiative

ase of Heaven Survey (WSDA)

estern SARE Beneficial Insects for

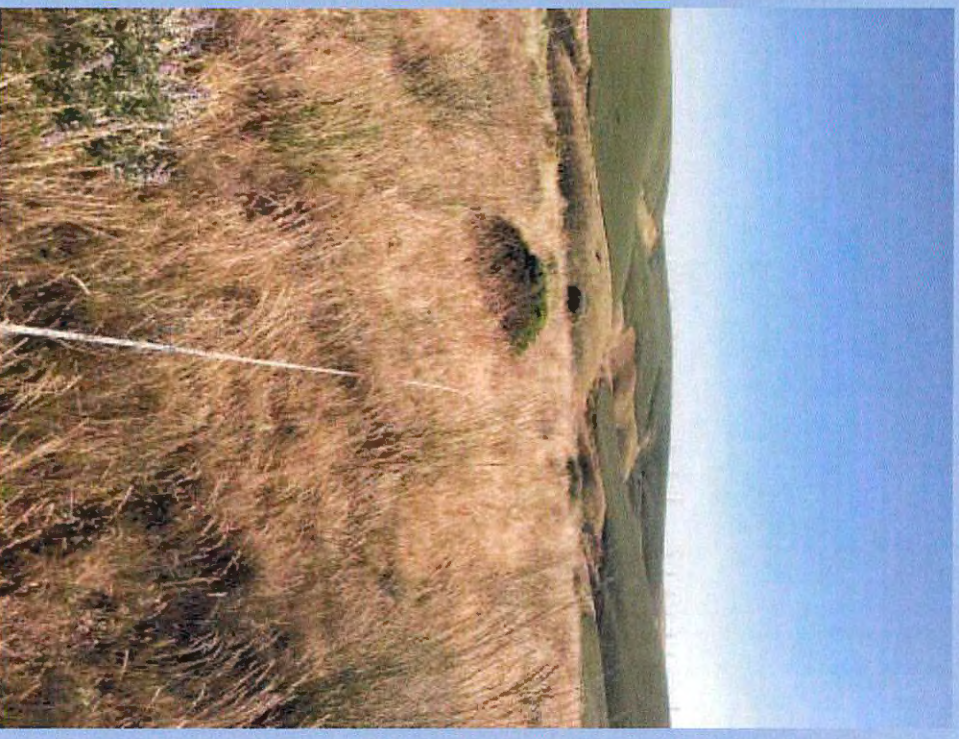
neyards

P field checks (USDA)

OURISH

sustainable Farms and Fields

SDA Soil Tests





# Outreach

- Wheat Week
- Nature Kids Camp
- Pheasants Forever
- Whitman Stream Team
- Dixie Elementary Outdoor Education
- Polish Professor Tour



Whitman Stream Team on  
SRP Project



# Riparian

Native Plant Species Planted in

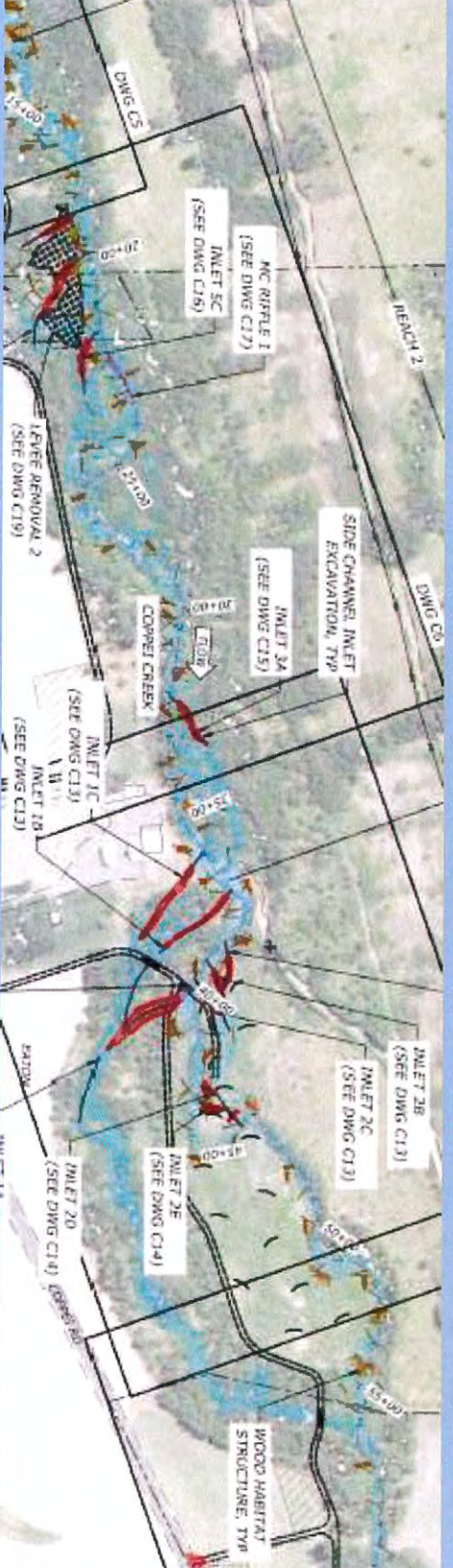


WCC Crew at TCC

0 on the Touchet River, 5000 planned for 2023



# Restoration



## 22 Engineering & permitting

## Russell Creek Fish Passage Barrier

## Cottonwood Log Jam

**Walla Walla RM 35.5**

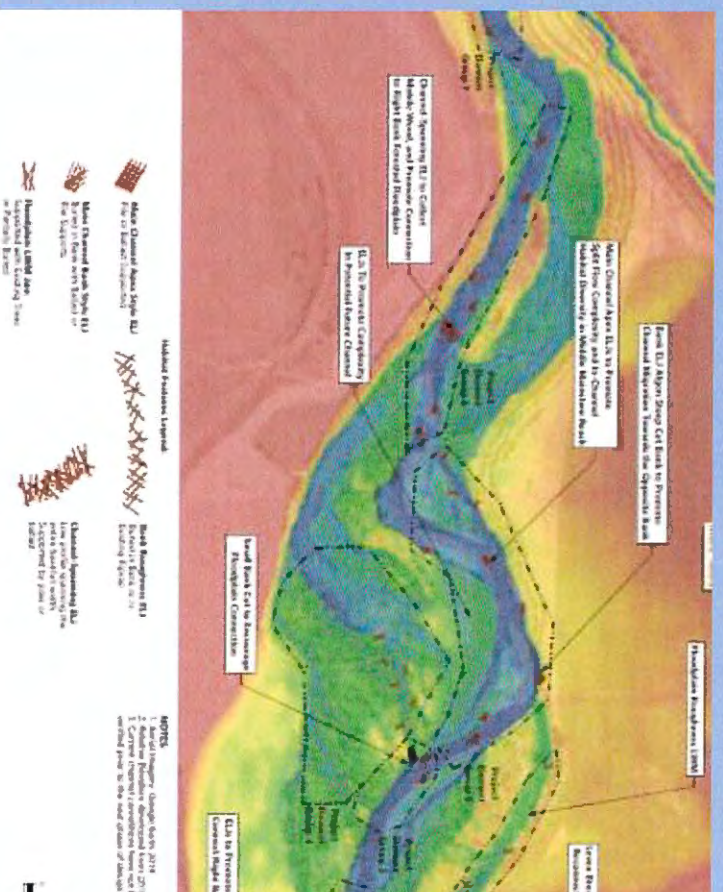
**Touchet RM 42**

## Cottonwood PALS

**Toppei Creek, below the forks**

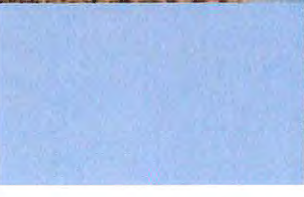
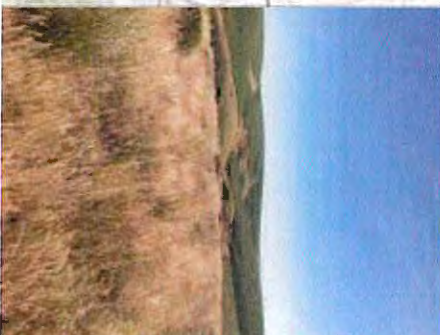
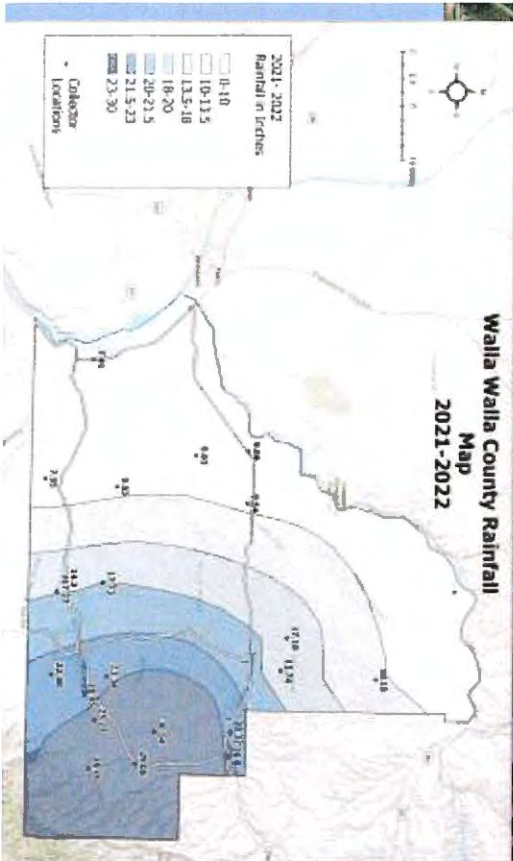
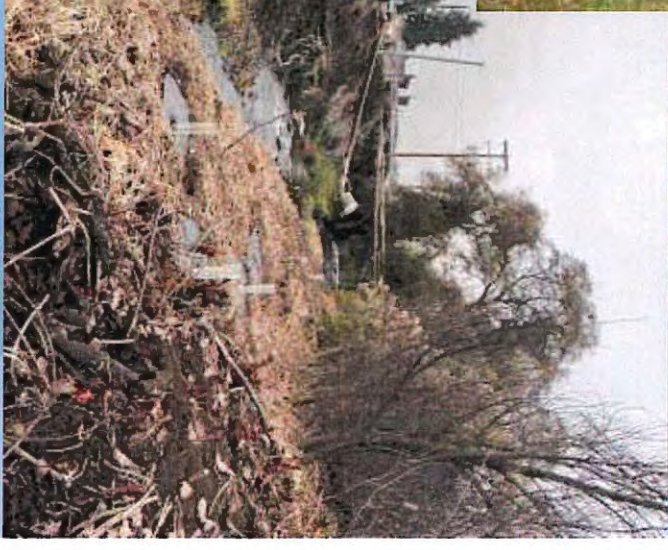
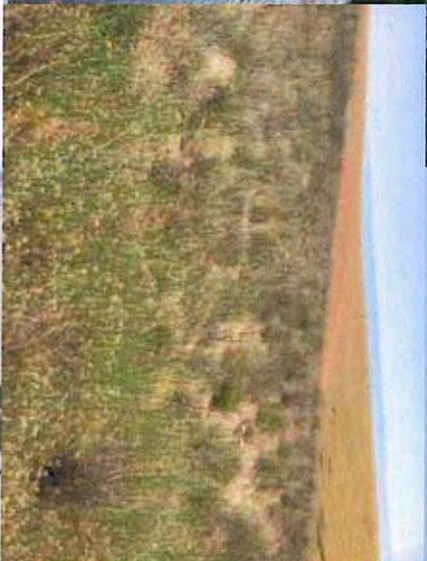
Touchet River, below Prescott

Mill Creek @ Blue Crk & Wallowa Av





# What we do





**a) Action Agenda Items:**

- 1) Resolution – Bid Award for the Greenville Quarry and Saxton Pit Project
- 2) Resolution – Bid Award for One (1) New Trailer Mounted Diesel Powered Air Compressor
- 3) Resolution – Signing a Local Agency A&E Professional Services Agreement for Design Engineering Services for Wallula Bridge
- 4) Resolution – Request for Reimbursable Work from the Port of Walla Walla to crack seal, pre-level, chip seal and paint stripe certain port at the Regional Airport

**b) Department update and miscellaneous**

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

IN THE MATTER OF A BID AWARD  
FOR THE GREENVILLE QUARRY  
AND SAXTON PIT PROJECT

RESOLUTION NO. **23**

**WHEREAS**, as advertised, a bid opening was held on Monday, March 13, 2023 for the Greenville Quarry and Saxton Pit project, and the following bids were opened and read publicly:

1) DeAtley Crushing Company	\$799,730.00
Lewiston, Idaho	

and,

**WHEREAS**, DeAtley Crushing Company submitted the lowest responsive, responsible bid; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners, that the Greenville Quarry and Saxton Pit project is awarded to DeAtley Crushing Company for \$799,730.00.

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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of Walla Walla County, Washington*

WALLA WALLA COUNTY GREENVILLE QUARRY AND SAXTON PIT PROJECT NO. 39809		ENGINEER'S ESTIMATE			Dialley Crushing 4307 Snake River Avenue Lewiston, ID 83501		CONTRACTOR ADDRESS		CONTRACTOR ADDRESS		CONT ADD
ITEM DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
GREENVILLE QUARRY											
SURFACING TOP COURSE	28,000.00	TON	\$9.00	\$252,000.00	\$7.83	\$219,240.00					
ROCK	20,000.00	TON	\$9.00	\$180,000.00	\$7.68	\$153,600.00					
SURFACING BASE COURSE	13,000.00	TON	\$7.00	\$91,000.00	\$8.43	\$109,590.00					
ROAD SAND	4,000.00	TON	\$8.00	\$32,000.00	\$9.33	\$37,320.00					
D QUARRY SPALLS	5,000.00	TON	\$8.00	\$40,000.00	\$7.68	\$38,400.00					
LOOSE RIPRAP	2,000.00	TON	\$7.00	\$14,000.00	\$3.83	\$7,660.00					
SAXTON PIT											
ROCK	13,000.00	TON	\$7.00	\$91,000.00	\$12.04	\$156,520.00					
SURFACING TOP COURSE	10,000.00	TON	\$8.00	\$80,000.00	\$7.74	\$77,400.00					

TOTALS:

03/13/23

\$760,000.00

\$798,730.00

 s - Prepared  
 or - Approved

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

**IN THE MATTER OF A BID AWARD  
FOR ONE NEW TRAILER  
MOUNTED DIESEL-POWERED AIR  
COMPRESSOR**

**RESOLUTION NO. 23**

**WHEREAS**, at the time of 1:30 p.m., March 13th, 2023 having come for the opening and consideration of bids for a new trailer mounted diesel-powered air compressor, the following bids were opened and read publicly:

- |  |                        |
|--|------------------------|
| 1) Puget Sound Equipment Sales<br>Marysville, WA | Total Bid: \$27,386.37 |
| 2) Western States Cat Rental<br>Pasco, WA        | Total Bid: \$28,766.40 |

and,

**WHEREAS**, Puget Sound Equipment Sales submitted the lowest responsive, responsible bid; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners, that the bid be awarded to Puget Sound Equipment Sales, Marysville, WA for the bid price of \$27,386.37.

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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of Walla Walla County, Washington*



**March 13<sup>th</sup> 2023**

**Bid Tab**

**One New Trailer Mounted  
Diesel-Power Air Compressor**

1) Puget Sound Equipment Sales Marysville, WA	Total Bid: \$27,386.37
2) Western States Cat Rental Pasco, WA	Total Bid: \$28,766.40

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

IN THE MATTER OF SIGNING A  
LOCAL AGENCY A&E  
PROFESSIONAL SERVICES  
AGREEMENT FOR DESIGN  
ENGINEERING SERVICES FOR  
WALLULA BRIDGE



**RESOLUTION NO. 23**

**WHEREAS**, Resolution 23 024 was signed on February 6th, 2023, for Engineering Services for Wallula Bridge and Washington State Department of Transportation (WSDOT) has added additional requirements on said agreement for Wallula Bridge; now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that they do hereby enter into said Local Agency A&E Professional Services Agreement with David Evans and Associates Inc. for design engineering services and the Chair of the board shall sign same in the name of the Board.

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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



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

IN THE MATTER OF APPROVING A  
REQUEST FOR REIMBURSABLE  
WORK FROM THE PORT OF WALLA  
WALLA TO CRACK SEAL, PRE-  
LEVEL, CHIP SEAL AND PAINT  
STRIPE CERTAIN ROADS AT THE  
REGIONAL AIRPORT



RESOLUTION NO. **23**

**WHEREAS**, the Port of Walla Walla has submitted a Request for Reimbursable Work for crack sealing, pre-level, chip seal and paint striping Walla Walla Regional Airport; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that said Request for Reimbursable Work for the Port of Walla Walla be signed authorizing the County Road Department to perform the following work at the Walla Walla Regional Airport:

- Crack Seal, Pre-Level, Chip Seal and Paint Stripe Grumman Avenue

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, 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, P.E. – Public Works Director/County Engineer

Date: 15 March 2023

Re: Director's Report for the Week of 13 March 2023

**Board Action: 20 March 2023**

**Consent Agenda:**

**In the Matter of a Bid Award – Greenville Quarry & Saxton Pit**

**In the Matter of a Bid Award – One (1) New Trailer Mounted Diesel Powered Air Compressor**

**In the Matter of Signing a Local Agency A&E Professional Services Agreement for Design Engineering Services for Wallula Bridge**

**In the Matter of a Request for Reimbursable Work from the Port of Walla Walla to Crack Seal, Pre-Level, Chip Seal and Paint Stripe Certain Port Streets at the Regional Airport**

**MILL CREEK FLOOD CONTROL ZONE DISTRICT:**

- Continuing Authorities Program (CAP) 205 project: In the design phase.

**ENGINEERING:**

- Dell Sharpe Bridge: WSDOT reviewed right of way acquisition offers, preparing to send to property owners.
- Wallula/Gose: Working on grading and placing rock.
- Peppers Bridge Road: Working on final right of way acquisition.
- Lower Waitsburg Road: Working on survey of existing road monuments for right of way plans.
- Bridge Guardrail Safety Improvements: Design is complete. Working to obligate construction funds.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Cleaning ditches, shoulder work and burning weeds.
- South Crew – Finishing up with culvert installation on Luckenbill Road, gravel roads as weather allows and guardrail repairs.
- Vegetation & Signs – Brush clean-up in Burbank and sign maintenance.
- Garage – Routine services and repairs, patrol car up-fits and prepping equipment for summer projects.

**ADMINISTRATION:**

- Conducted our weekly Road Operations, Staff, and Engineering meetings.
- Conducted monthly Budget Review meeting.
- Attended an Infrastructure Discussion meeting (via Webex) with Senator Cantwell's staff.
- Finalizing our 2022 Stormwater Report for submittal to Ecology.
- Attended a Washington State Association of County Engineers (WSACE) Board of Director's meeting as the Eastern Counties Representative.

**1:45 DEPARTMENT OF COMMUNITY HEALTH/  
BOARD OF HEALTH**

**Dr. Kaminsky  
Nancy Wenzel**

- a) Community Health Advisory Board (CHAB) update by Don Schwerin, Chairman (15 minutes)
- b) **Action Agenda Items:**
  - 1) Resolution – Approving out of state travel for Community Health Department Employees (Wenzel and Osterman)
- c) Department update and miscellaneous

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

IN THE MATTER OF APPROVING  
OUT OF STATE TRAVEL FOR  
COMMUNITY HEALTH EMPLOYEE  
(WENZEL & OSTERMAN)

RESOLUTION NO. **23**

**WHEREAS**, Nancy Wenzel and Amy Osterman requests out of state travel to attend the NACCHO 360 Conference in Denver, Colorado, on July 10-13, 2023; and

**WHEREAS**, advanced authorization for out of state travel is required; and

**WHEREAS**, pursuant to County policy, employee Travel Authorization forms have been submitted for review and consideration; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that out of state travel as outlined above be approved.

**BE IT FURTHER RESOLVED** that additional time required to travel to and from said training, if necessary, is also approved.

*Passed this 20<sup>th</sup> day of March, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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

# Attachment 1

## Walla Walla County Health Department Travel/Training Authorization

To be completed by Employee

Date of Travel: July 9, 2023		TA#	
Funding Source: FPH			
Employee Attending: Nancy Wenzel, Amy Osterman		Estimate of Cost (Includes all costs even prepaid)	
		Transportation	
Meeting/Training:		<input checked="" type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle	
Start time/date: 7/10/2023 8AM		<input type="checkbox"/> Private Vehicle _____ miles @ \$ 0.31	
End time/date: 7/13/2023 12pm		<input type="checkbox"/> Rental Car <input checked="" type="checkbox"/> Cab/Bus	
Location:		Lodging	
City: Denver State: Colorado			
Title of Meeting/Training: (Attach agenda/training brochure)		night(s) 8.00 @ \$ 209.00 \$ 1,672.00	
NACCHO 360 Conference		Meals	
Departure Date: 7/9/2023 Time: 1:30pm		Breakfast(s) 10 @ \$ 19.00 \$ 190.00	
Return Date: 7/14/2023 Time: 1pm		Lunch(s) 10.00 @ \$ 22.00 \$ 220.00	
		Dinner(s) 10.00 @ \$ 38.00 \$ 380.00	
Place of Lodging: Sheraton Denver		Registration/Tuition: 2.00 @ \$ 725.00 \$ 1,450.00	
Cancel Date:		Cancel Date: April 1- May 31 Partial \$	
Phone Number:		Total Expenses \$ 4,112.00	

Credit Card Use: ☒ Yes ☐ No Date Needed: 6/\_\_\_\_

Credit Card Use Policy: I certify that when issued an agency credit card it will be used for purchases authorized by this travel authorization only. I will return the credit card immediately upon return, and a signed travel expense voucher and all required original receipts within five (5) days of my return. I further agree that if the credit card receipts show any amount in excess of this authorization, I will attach a check or money order for the amount owed or the amount shall be deducted by the County from my next paycheck. I have read and understand County Policies 40.05.0 and 40.06.0 and agree to the terms and conditions therein.

Nancy Wenzel

Digitally signed by Nancy Wenzel  
Date: 2023.03.13 14:57:24 -07'00'

Signature of Employee & Date

Out of state travel: ☐ Yes ☐ No (Attach Resolution for Out of State Travel)

Approved by Supervisor: Nancy Wenzel

Digitally signed by Nancy Wenzel  
Date: 2023.03.13 14:57:40 -07'00'

Date: \_\_\_\_\_

Approved by Director: Dr. Daniel Kaminsky

Digitally signed by Dr. Daniel Kaminsky  
Date: 2023.03.13 14:58:08 -07'00'

Date: \_\_\_\_\_

Walla Walla County Policy 40.05.0 – Business Expenses & Travel Compensation

Walla Walla County Policy 40.06.0 – Training Reimbursement

Attachment 1

Walla Walla County Health Department Policy Number 1.3.1.2

Page 1 of 1

# elevating public health practice for today and tomorrow

**Denver**  
JULY 10–13 2023



## Conference Tracks & Learning Objectives

### Theme

Looking to the Future: Reshaping the Public Health System

### Tracks

1. Behavioral Health
2. Climate Change
3. Communications and Messaging
4. Health Equity and Social Justice
5. Leadership, Management, and Workforce Development
6. Public Health Policy and Law
7. Surveillance, Informatics, and Data Systems

## Track Descriptions

### Track 1: Behavioral Health

Public health serves a unique role compared to traditional behavioral health services with its focus at the community level. While many local health departments (LHD) do include mental health services and substance abuse treatment among their programs, many others focus their efforts more on strengthening prevention programs, building community resiliency, collecting reliable data, and developing effective policy. Moreover, the COVID-19 pandemic and opioid epidemic has resulted in public health staff experiencing intense trauma that must be addressed by leadership. This track aims to highlight the innovative, data-driven approaches used by health departments, in collaboration with other partners, to address behavioral health issues in the community and within their own health departments. Topics may include, but are not limited to:

- Education related to substance abuse, mental health, and violence (including self-harm)
- Effective strategies or programs, particularly those involving trauma-informed and/or prevention-driven approaches, to address behavioral health issues
- Using insights from data to combat the consequences of the opioid crisis
- Demonstrating the relationships among social determinants of health and health outcomes related to substance abuse, mental health, and violence
- Resiliency and its role in mental health
- Positive youth development interventions or intentional processes that provide all youth with the support, relationships, experiences, resources, and opportunities needed to become competent, thriving adults
- Supporting staff who have experienced trauma and mental health concerns related to their work in public health

### Track 2: Climate Change

Rising temperatures, changing weather patterns, and other effects of climate change are placing human health at risk. Increasing threats to health include worsening air and water quality, increased exposure to vector-borne and infectious diseases, threats to food security, and increased mental health and stress-related disorders. The impacts to health burden certain populations disproportionately, including but not limited to, communities of color, immigrant populations, tribal communities, children and older adults, people with disabilities or health conditions, low-income communities, and pregnant people. This track will showcase what LHDs are doing to identify, prevent, and respond to climate-related health issues in an equitable manner. Topics include but are not limited to:

- Assessing risks and promoting effective interventions to address health impacts (e.g., air quality, water quality and security, vector-borne diseases, infectious diseases, mental health, stress-related disorders, food safety and security, etc.)
- Upstream (i.e., preventive) approaches to reducing the health impacts of climate change



# elevating public health practice for today and tomorrow

**Denver**  
JULY 10-13 2023



- Co-benefits of climate change resilience and mitigation (e.g., boosting local economy, job creation, health equity)
- Epidemiology of climate change and health
- Climate and health communication (e.g., countering misinformation around environmental disasters, engaging policymakers, etc.)
- Using data to communicate the local and hyperlocal impacts of climate change (e.g., storytelling through maps)
- Leaning on cross-sector/public-private partnerships to mobilize action
- Impact of climate change on local wildlife health, ecosystems, and local tourism
- Adapting LHD priorities and building capacity to respond to and mitigate erratic health outbreaks associated with climate change (e.g., expansion of disease-carrying insects, disasters in areas previously designated by FEMA as low risk, etc.)
- The role of LHDs in addressing climate change and its health impact on people with disabilities; youth; LGBTQIA+ communities; people with minimal to no English language proficiency; refugees; pregnant people; agricultural workers/other outdoor laborers; and immigrants

## Track 3: Communications and Messaging

Local health departments can be instrumental in educating community partners and the public at large about health issues and empowering them to create healthier communities. Strong communication strategies, comprehensive marketing plans, and effective messaging efforts are critical to achieving success in improving equitable health outcomes in a community. The COVID-19 pandemic has brought public health communications to the forefront as public health agencies must communicate rapidly changing data, required safety measures, and where to seek testing and vaccinations. Moreover, there is a constant fight against misinformation that makes communications more challenging. This track will focus on effective communications strategies including use of traditional media, the role of social media, and how to address misinformation in a fractured media environment. Topics may include but are not limited to:

- Media campaigns and other communication strategies that have successfully shifted public awareness and perception of critical health issues and resulted in action and change in health behaviors and health status
- Communication tools to connect with underserved, hard to reach communities
- Use of social media to promote your message
- Strategies to address misinformation related to public health issues
- Communicating with the public in times of crisis
- Building relationships with the media to promote local public health and improve risk communication
- Develop local public health department capacity for advocacy work to effectively deliver critical health education messages to media, legislators, partners, stakeholders, individuals, and the community at large
- Use technology to communicate key health messages to target audiences

## Track 4: Leadership, Management, and Workforce Development

Assuring a competent workforce is an ongoing challenge for LHDs contending with shrinking budgets and resources, staff reductions, increasing workloads, and ever-changing public health threats. To meet the changing health needs of our communities, we must expand our workforce capacity to support both direct service and population-based public health practice. Public health leadership requires training and capacity building in both content and essential skills to lead during today's complex, multi-stakeholder environment that is fraught with political and social, and economic pressures and considerations. High turnover rates for both LHD leadership and staff highlight the need for training that is easily accessible to encourage regular upskilling. Topics may include, but are not limited to:

- Designing and implementing measures that strengthen and support LHDs to effectively recruit, train and retain a strong public health workforce
- Defining and operationalizing local public health roles and responsibilities that promote the importance of training activities and retention initiatives
- Identifying gaps in staff knowledge, skills, and abilities needed to navigate the complex environment of local public health; assessment of



# elevating public health practice for today and tomorrow

**Denver**  
JULY 10–13 2023



- organizational and individual needs; and implementation of training and development activities
- Developing and maintaining partnerships that help LHDs provide necessary training and education for a qualified workforce and offer opportunities for students seeking careers in public health
- Exploring the challenges and opportunities for assessing and expanding the role of LHDs in advancing social and economic change and health equity and building the skills of leadership and workforce to support equity
- Building capacity to meet and address accreditation requirements
- Educating governing entities regarding the importance, value, and impact of public health and adequate funding of local health departments

## Track 5: Health Equity and Social Justice

Now with greater awareness and urgency, health equity has become a priority in many LHDs as we recognize that inequitable health outcomes can be mitigated but not eliminated by conventional programs and services. Instead, eradicating health inequity requires strategies for acting on its root causes through our social, political, and economic systems and powers. These long-established systems are what continue to maintain social inequities and the inequities in poor health, chronic stress, and premature death that result from them. This track will explore what LHDs are doing to advance health equity and social justice. Abstract submissions may highlight efforts to:

- Target the systems and structures creating inequity and explore strategies that create prerequisite conditions for achieving health equity
- Expand the public health evidence base beyond the bio-medical model to include environmental, social, economic, and political influences
- Recognize community members as primary authority figures and partners by deferring to, integrating and/or elevating the voices of said community members in: (1) explaining and shaping community culture; (2) examining structures of organized power that affect health outcomes; (3) dramatizing injustices as shared experiences (not isolated issues) to raise public concern; and (4) acknowledging and uplifting the voices of those experiencing the injustices being addressed
- Promote relationship-building with community organizers, social movements, and affected community members to help build community power to address health inequities
- Strategize to act on the root causes of health inequity by emphasizing the organized structures/systems and intentional power arrangements that perpetuate and maintain inequities across health outcomes and social determinant of health conditions
- Make data collection, monitoring and use more participatory and actionable utilizing community-based participatory research methodologies
- Engage in dialogue and action with the public health workforce and with partnering organizations to infuse principles and practices associated with health equity and social justice into all aspects of work
- Explore the impact of corporate and government decisions that exclude and marginalize populations and generate housing, educational, and occupational segregation
- Hire and support staff from the community that reflect the populations being served and/or who have multi-disciplinary backgrounds, including commitment, creativity, and sensitivity about what it means to work for social justice
- Establish and/or support formal mechanisms from which to address health equity and social justice, including through Offices of Health Equity and community-based health equity coalitions
- Conduct health equity audits or health equity impact assessments, which evaluate the impact of a program, policy, or initiative on the health of a population
- Collectively challenge or subvert dominant narratives that affirm the ideas, thoughts or beliefs that inform decisions that lead to or further health inequities
- Develop a compelling collective public narrative with a shared agenda to mobilize the public and other organizations and agencies to advance health equity
- Expand the boundaries about what constitutes legitimate public health practice

# elevating public health practice for today and tomorrow

**Denver**  
JULY 10–13 2023



## Track 6: Public Health Policy and Law

Local health departments play a critical role in detecting emerging trends and developing strategies to address related public health policy implications. This track will explore how LHDs are developing public health policies, plans, and laws to respond to emerging trends. Topics may include, but are not limited to:

- New technology (e.g., healthcare in the digital age; use and exchange of health information)
- Social determinants and policy approaches to health equity (e.g., addressing housing ordinances; food insecurity; planning of built environments and the role of public health; transportation and accessibility; community green spaces; cultural competence)
- Mental health (e.g., trauma-informed policies and approaches; new epidemiology of mental health trends; intersections with risk behaviors)
- Disease transmission, patterns, and trends in the era of global travel and mass transit
- Substance use (e.g., opioid crisis, changing marijuana laws, e-cigarettes)
- The rise of misinformation and disinformation
- Educating policymakers on public health issues
- Disaster preparedness and whole community planning
- Climate change
- Immigrant and refugee health (i.e., federal, state, and local policies)
- Disability inclusion and health of people with disabilities
- Infectious Disease
- Environmental Health

## Track 7: Surveillance, Informatics, and Data Systems

In an increasingly electronic world, harnessing information to improve health outcomes requires optimal systems and cross-sector partnerships to access, analyze, and act on data in a timely, efficient, and secure manner. This track will showcase stakeholder efforts and explore how LHDs are using surveillance, informatics, and data systems to collaborate, establish new and enhance existing infrastructure, and apply necessary skills to improve delivery of public health services by getting data into the right hands, in the right format, at the right time. Topics may include, but are not limited to:

- Information systems and use of health information technology to improve population health
- Use of data analytics, including big data to understand population health
- Disease transmission, patterns, and trends in the era of global travel and mass transit
- Governance, including laws, policies, and standards that affect information exchange
- Innovations and novel applications of information and technology—including tools for analysis and visualization (e.g., R, GIS, Python, SAS, Tableau)—to create solutions that address pressing public health challenges
- Delivering accurate, accessible, and actionable health information that is targeted and tailored
- Activities to facilitate the meaningful use of health IT and the exchange of health information among public health professionals, healthcare, and other stakeholders
- Challenges and logistics of implementing telehealth
- Interoperability of technology systems in the 21st century
- Understanding the emerging cyber threat landscape
- Addressing and combating phishing attacks and malware
- Disaster preparedness planning



2023 NACCHO360 Schedule				
	Monday	Tuesday	Wednesday	Thursday
ET	7/10	7/11	7/12	7/13
7:00 AM				
7:15 AM				
7:30 AM		First Time Attendee Event	Morning Networking	Morning Networking
7:45 AM	Pre-Conference WS 1			
8:00 AM				
8:15 AM				
8:30 AM				
8:45 AM				
9:00 AM				
9:15 AM		GS 1: Conference Theme	GS 2: Mental Health and Wellbeing	Session 10
9:30 AM				
9:45 AM	Break			
10:00 AM	Break			
10:15 AM				
10:30 AM	Pre-Conference WS 2	Break	Break	GS 3: Informatics and Data Modernization
10:45 AM				
11:00 AM		Session 2	Session 6	
11:15 AM				
11:30 AM				
11:45 AM				
12:00 PM				
12:15 PM	Sponsored Networking Lunch	Lunch Break (Exhibits/ Posters)	Lunch Break (Exhibits/ Posters)	
12:30 PM				
12:45 PM				
1:00 PM				
1:15 PM				
1:30 PM				
1:45 PM				
2:00 PM	Session 1 or Federal Partners	Session 3	Session 7	
2:15 PM				
2:30 PM				
2:45 PM	Break	Break		
3:00 PM				
3:15 PM	Break	Session 4	Session 8	
3:30 PM				
3:45 PM	Session 2 (townhalls/ roundtables/90 minute session)	Break	Break	
4:00 PM				
4:15 PM				
4:30 PM				
4:45 PM	Reception in Hall	Session 5 (townhalls/ roundtables/90 minute session)	Session 9 (townhalls/ roundtables/90 minute session)	
5:00 PM				
5:15 PM				
5:30 PM	VIP Reception	Sponsored Reception	Public Health Appreciation Reception	
5:45 PM				
6:00 PM				
6:15 PM				
6:30 PM				
6:45 PM				
7:00 PM				
7:15 PM				
7:30 PM				
7:45 PM				
8:00 PM				
8:15 PM				



- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
  - 1) Proposal 2023 03-20 HR/RM-1 Approval to deny claim for damages (Banister)
  - 2) Proposal 2023 03-20 HR/RM-2 Approval for hiring Community Health Managers (Behavioral Health Manager and Administrative Supervisor) within full range
  - 3) New Job Description Approval Form – Grants and Contract Coordinator for Department of Community Health
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))



# PROPOSAL

**Date:** March 15, 2023

**Proposal ID#:** 2023 03-20 HR/RM-1

**To:** BOCC

**From:** Josh Griffith, HR/Risk Manager

**Action Item:** Bruce Banister Claim

**Summary:** Mr. Bruce Banister submitted a claim to the County

**Background:** Mr. Banister claims that there was a violation of his voting rights by failing to certify the general elections of 2020, 2021 and 2022.

**Cost:** NA

**Funding:** NA

**Conclusion/Recommendation:** It is recommended that the County deny Bruce Banister's claim.

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Submitted By:

Disposition

Name

☐ Accepted

Josh Griffith

HR/Risk Management

☐ Not Accepted

BOCC Chairman:

\_\_\_\_\_

Date: \_\_\_\_\_



# Proposal

Date: March 20<sup>th</sup>, 2023

Proposal ID#: 2023 03-20 HR/RM-2

To: BOCC

From: Joshua Griffith, HR/Risk Manager

**Action Item:** Approval to hire Behavior Health Division Manager & Administrative Supervisor within full range.

**Summary:** Department of Community Health is actively recruiting for one manager and one supervisor position – Behavior Health Division Manager and Administrative Supervisor. We would like approval to work between Community Health and Human Resources to have the ability to offer the positions within the entire step of their appropriate range. We are competing with many agencies that can make an offer faster than we can because I must take any offer above mid-range to the Board of County Commissioners.

**Cost:** Varies

**Funding:** Foundational Public Health, Fees, and Grants

**Conclusion/Recommendation:** Recommend the BOCC approve DCH ability to offer manager/supervisor positions at full range with Human Resources guidance and approval.

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Submitted By:

Disposition

Name

Department

\_\_\_\_ Accepted

\_\_\_\_ Not Accepted

Joshua Griffith

HR/Risk Department

BOCC Chairman: \_\_\_\_\_

Date: \_\_\_\_\_



# Walla Walla County

☒ New Position

☐ Revised Job Description

☐ Job Description

## Approval Form

Position: Grants and Contract Coordinator

Date: 03/15/2023

Department: Community Health

Pay Grade: 5, Full-time (40 hours/week); non-exempt, Benefits Apply

Union (Identify): \_\_\_\_\_ Non-Bargaining: X

☒ X Regular Full Time

☐ Additional

☐ Contract

☐ Regular Part Time

☐ Replacement

☐ Temporary/Intermittent

**JOB SUMMARY:** This position coordinates contract administrative functions and ensures that administrative policies and procedures are current and followed. The position is responsible for ensuring contract files and electronic systems are current and complete and for supporting program coordinators in the execution of day-to-day contract administrative functions. The Grant and Contract Coordinator must know the basic principles, concepts and methodology of contract negotiations, federal contracting regulations, and application of this knowledge to oversee department contracts.

**Necessary qualifications:** Knowledge and skills normally associated with someone who has an bachelor's degree in accounting, business or finance and three (3) years of related experience, or five (5) years of successful work experience that, in the opinion of management, is equivalent. Possess a diverse background in all fiscal areas as needed for this position.

Was reviewed by HRCC, recommended to start at a grade 5 with hiring range between A-C

HR-Approved Job Description Attached.

Reviewed:

  
\_\_\_\_\_  
Human Resources/Risk Manager

3/16/2023  
\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BUDGET NOTES:

**Walla Walla County  
Position Description**

**JOB TITLE:** Grants and Contract Coordinator

**DEPARTMENT:** Community Health

**REPORTS TO:** Administrative Supervisor

**PAY GRADE:** 5, Full-time (40 hours/week); non-exempt, Benefits Apply

**JOB SUMMARY:** This position coordinates contract administrative functions and ensures that administrative policies and procedures are current and followed. The position is responsible for ensuring contract files and electronic systems are current and complete and for supporting program coordinators in the execution of day-to-day contract administrative functions. The Grant and Contract Coordinator must know the basic principles, concepts and methodology of contract negotiations, federal contracting regulations, and application of this knowledge to oversee department contracts.

**SUPERVISORY RESPONSIBILITIES:** N/A

**ESSENTIAL FUNCTIONS:**

- Supports the prime agreement lifecycle including review and coordinating with legal process.
- Maintains contract files and electronic systems to ensure information is complete and accurate.
- Prepares and reviews prime and subaward agreement documentation to meet 2CFR and department policies and procedures.
- Maintains administrative documentation for required audits.
- Keeps contract templates updated and organized.
- Generation of reports and invoices and other applicable compliance processes.
- Maintains grant policies and procedures.
- Provides support to staff on contract administration process by providing guidance on standard operating procedures.
- Provide accounting support for Department of Community Health in budgeting and analysis of contract information.
- Assists in developing Request for Proposals and manages their lifecycle.
- Assists Program Managers and Coordinators with preparation of contract budgets, monitoring, and compliance with spending expectations.
- Supports program coordinators/manager with technical assistance and support to grant awardees to aid in effective and appropriate expenditures of grant monies and effective grant project management.
- Develops and implements a systematic program to review grant-funded projects to ensure compliance with contractual agreements, internal policies, and procedures, reporting purposes, and satisfactory progress toward completion of grant project objectives.
- Coordinates the monitoring and evaluation of programs and projects that are funded by grants.
- Understands local, state, and federal funding sources and locates potential sources for funding.
- Understands grant funding policies and procedures and applicable local, state, and federal regulations.

**EXAMPLES OF DUTIES:**

- Receives prime awards and follows procedures to notify program staff of award notification and set date for staff review.
- Coordinates review of contract and submission to legal for approval.
- Assists Administrative Director with documents for Board review and approval.
- Following policy and procedures, prepares subawards, memorandum of agreements, personal service contracts, and other similar documents for legal approval.
- Verifies and documents suspension and debarment status.
- Maintain eCivis grant management software, including implementing best practices, audit, code changes, and training staff.
- Schedules routine contract reviews for management and program staff on each contract.
- Maintains federal grant 2CFR policies to current standards
- Subject matter expert on federal grant management principles.
- Required to attend trainings to stay current with federal and state contract requirements.

**EQUIPMENT TO BE USED:** Must have the ability to use general and specialized office equipment, 10-key calculators, networked computers, personal computers, printers, copiers, multi-line phones, fax machines and other related office equipment.

**WORKING ENVIRONMENT/PHYSICAL ABILITIES:** The working environment includes activities in multiple department venues. Physical abilities required for this position are ones typically related to office operations, manual dexterity and visual acuity to operate personal computers, other office equipment, accessing file cabinets, both on site and off, and sufficient hearing and speech ability to communicate verbally. Office work requires sitting and possibly standing for extended periods of time and the ability to lift and carry up to twenty (20) pounds.

**KNOWLEDGE AND ABILITIES:**

- Extensive knowledge of business, accounting, payroll and financial systems, procedures and techniques.
- Extensive knowledge of computer hardware and software such as Excel, Word, accounting, and database software.
- Extensive knowledge of applicable county, state, and Federal regulations and guidelines.
- Possess a strong understanding of federal, state, and local rules/laws regarding funding.
- Ability to accurately process high volumes of extremely detailed data under tight timeframes.
- Ability to meet multiple deadlines, priorities, and challenging timelines.
- Ability to exercise considerable initiative while completing projects independently with little supervision.
- Ability to communicate effectively with employees, clients, vendors, funding agency representatives, and community partners regarding numerous concerns in a wide variety of work situations.
- Ability to develop and maintain an effective working relationship with employees, staff, vendors, clients, funding agencies, and community partners.

**EDUCATION, EXPERIENCE AND TRAINING:** Knowledge and skills normally associated with someone who has an bachelor's degree in accounting, business or finance and three (3) years of related experience, or five (5) years of successful work experience that, in the opinion of management, is equivalent. Possess a diverse background in all fiscal areas as needed for this position.



**LICENSES AND OTHER REQUIREMENTS:**

- Maintain a current driver's license and vehicle insurance.
- Access to a vehicle during work hours.
- Must successfully pass a background check and a driving record check.
- (Vaccine blurb)

**THIS POSITION DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR EMPLOYMENT**

**2:30 PROSECUTING ATTORNEY**

**Gabriel Acosta/Jesse Nolte**

- a) Miscellaneous business for the Board
- b) Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))
- c) Possible action re: pending or potential litigation
- d) **Action Agenda Items:**
  - 1) Approving Request for Defense (Nagle)
  - 2) Approving Request for Defense (Kimball)
  - 3) Approving Request for Defense (Tompkins)
  - 4) Approving Request for Defense (Martin)
  - 5) Authorize the Chairman to sign Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (Allocation Agreement II)

**3:00 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.*