

# A G E N D A

## WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, AUGUST 12, 2024

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**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.**

**10:00 A.M. COUNTY COMMISSIONERS**

**Chairman Kimball**

<p>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.</p>
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- 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) City of Walla Walla Presentation by Elizabeth Chamberlain, City Manager and Ki Bealey, Public Works Director re Myra Road South Extension – SR-125 to Taumarson (30 minutes)

## **Staff Report to the Walla Walla County Board of Commissioners August 12, 2024**

**ITEM:**

City of Walla Walla Myra Road South Extension Project Update

**PRESENTED BY:**

Elizabeth Chamberlain, City Manager, City of Walla Walla  
Ki Bealey, Public Works Director, City of Walla Walla

**SUBJECT:**

The purpose of this report is to update the County on the project and the specific improvements proposed at intersections of Myra/Highland and Myra/Taumarson. The east legs of both intersections tie into Walla Walla County segments of those roadways.

**PROJECT OVERVIEW:**

Myra Road will be extended south from its present terminus at SR-125 to Taumarson Road (intersecting with Taumarson Road approximately 750 feet east of the intersection of Canterburg Way and Taumarson).

**HISTORY:**

This project is the final segment of the Myra Road corridor improvements identified in the Long-Term Arterial Plan (LTAP) developed in 2004-2005, adopted by the County in 2005 (WW County Ord. 322; as amended with the County's Comprehensive Plan in 2007).

**Prior improvements:**

2008 – The extension of Myra Road from Poplar Street to Pine Street (project led by Walla Walla County)  
2010 – US-12 Phase 6 (Myra/US-12 interchange; project led by WSDOT)  
2013 – Grade lowering at the Myra/The Dalles Military Road/SE 12<sup>th</sup> Street intersection (a partnership project between the Cities of Walla Walla and College Place; project led by the City of Walla Walla)

**PROJECT PURPOSE:**

This project specifically seeks to improve transportation connectivity, safety, capacity, and provide access to over 50 acres of commercial/residential zoned land located between SR-125 and Highland Road. Benefits will include:

- Job creation
- Housing
- Increase shopping opportunities
- Revenue to support and maintain government services (e.g., Police, Fire, Parks, etc.)
- Reduce emergency response times
- Reduce congestion at the Plaza/9<sup>th</sup> and Plaza/Tietan intersections

**BACKGROUND INFORMATION:**

Funding the project has been a legislative priority for the City since 2021. The City established a Tax Increment Financing Area (TIFA) earlier this year to help fund the project. Two public briefings were held during the TIFA process, one in March and one in May. Comments received from residents specific to roads in the area included concerns regarding increased traffic and speeding on Taumarson and

Highland. These concerns were relayed to the City's Myra Road design team who analyzed traffic data, evaluated options, and provided recommendations. Their recommendation is to construct compact single lane roundabouts at both the Myra/Taumarson and Myra/Highland intersections as they provide the highest long-term level of service, lowest delay, help control speeds, and are the safest overall intersection control option. The design team will also be looking at additional speed management strategies for both roads.

City staff has been and will continue to coordinate with and keep Walla Walla County Public Works involved in the project including providing the opportunity to provide comments on the proposed design.

**SCHEDULE/NEXT STEPS:**

August 2024 – 60% design submittal and review

September 2024 – Public open house

November 2024 – 90% design submittal and review

January 2025 – 100% design submittal/advertise for bids

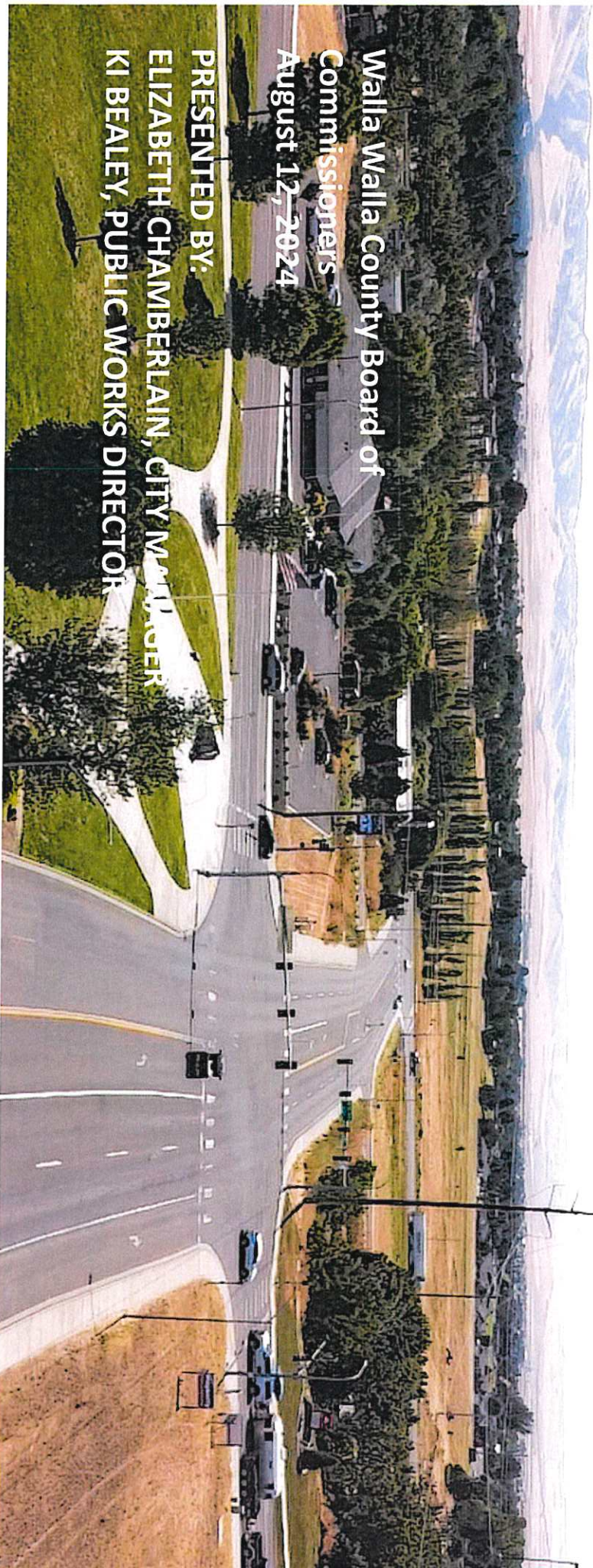




City of  
Walla  
Walla

A WONDERFUL PLACE TO **LIVE WORK PLAY**

## Myra Road South Extension – SR-125 to Taumarson



Walla Walla County Board of  
Commissioners  
August 12, 2024

PRESENTED BY:  
ELIZABETH CHAMBERLAIN, CITY MANAGER  
KI BEALEY, PUBLIC WORKS DIRECTOR





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## Purpose of the presentation:

To update the County Commissioners on the project and the recommended traffic control at the Myra/Highland and Myra/Taumarson intersections.





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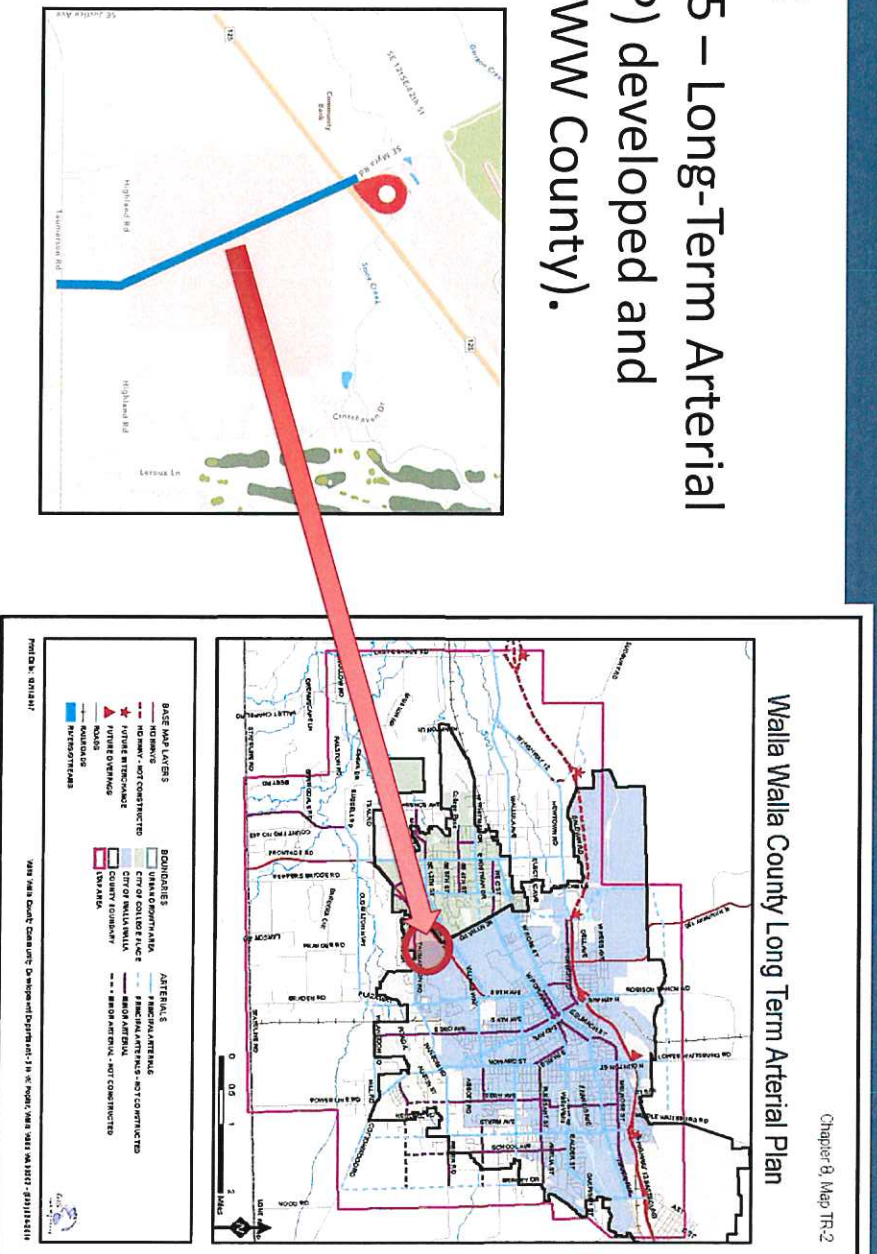
A WONDERFUL PLACE TO **LIVE WORK PLAY**

## History:

2004-2005 – Long-Term Arterial Plan (LTAP) developed and adopted (WW County).

Walla Walla County Long Term Arterial Plan

Chapter 8, Map TR-2



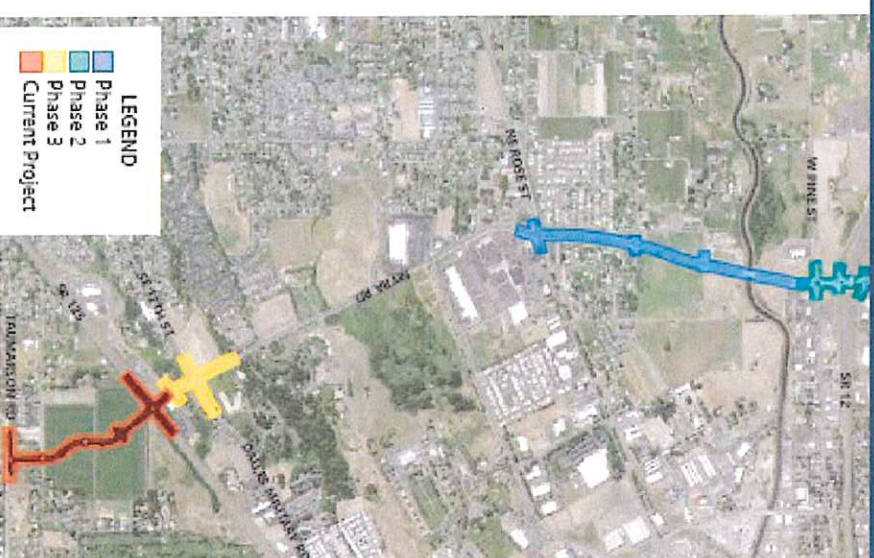


## History:

Phase 1 (2008) – Myra Road extended from Poplar Street to Pine Street (Walla Walla County)

Phase 2 (2010) – US-12 Phase 6 included the Myra/US-12 interchange (WSDOT)

Phase 3 (2013) – Grade lowering at Myra/TDM Road/SE 12th Street (City of Walla Walla)

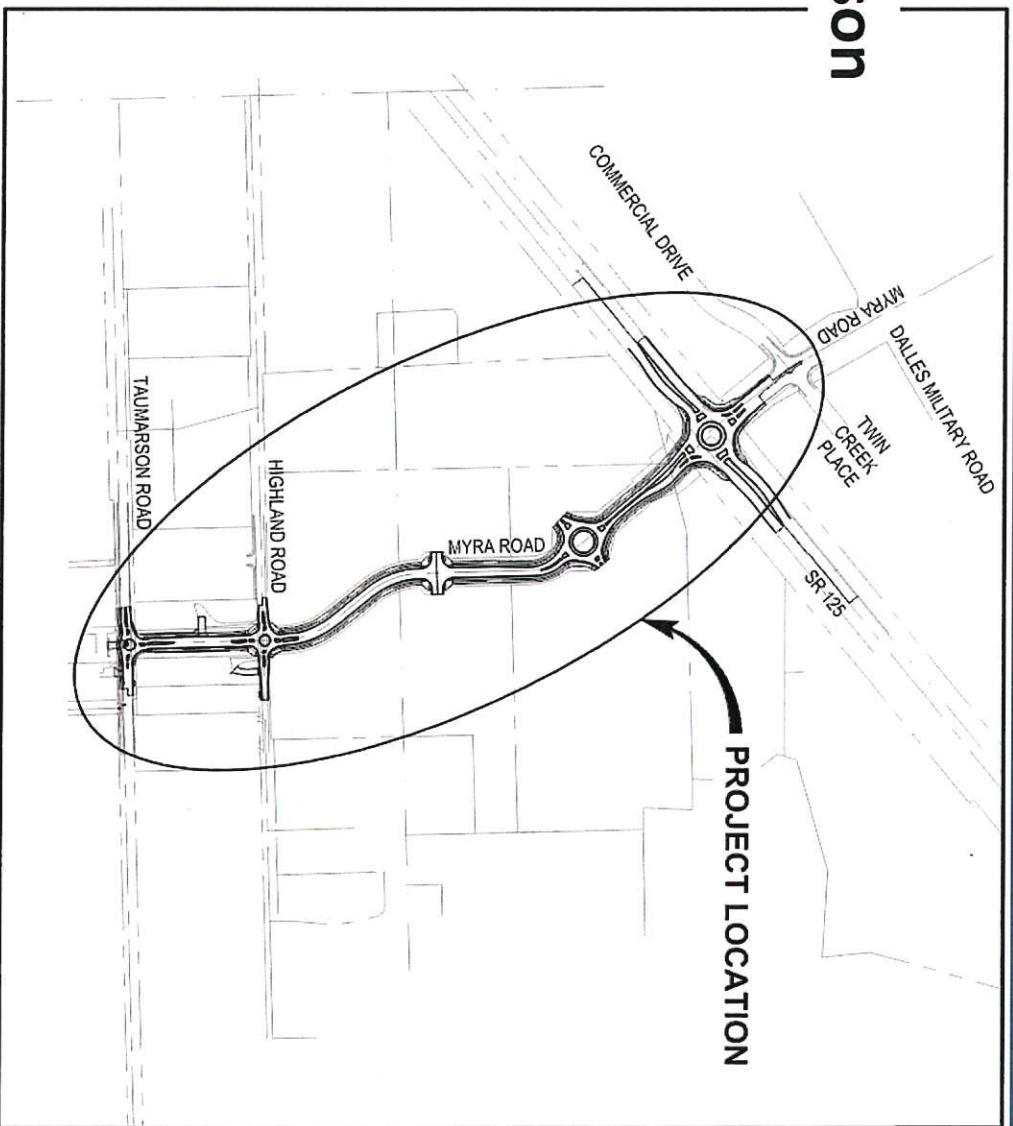
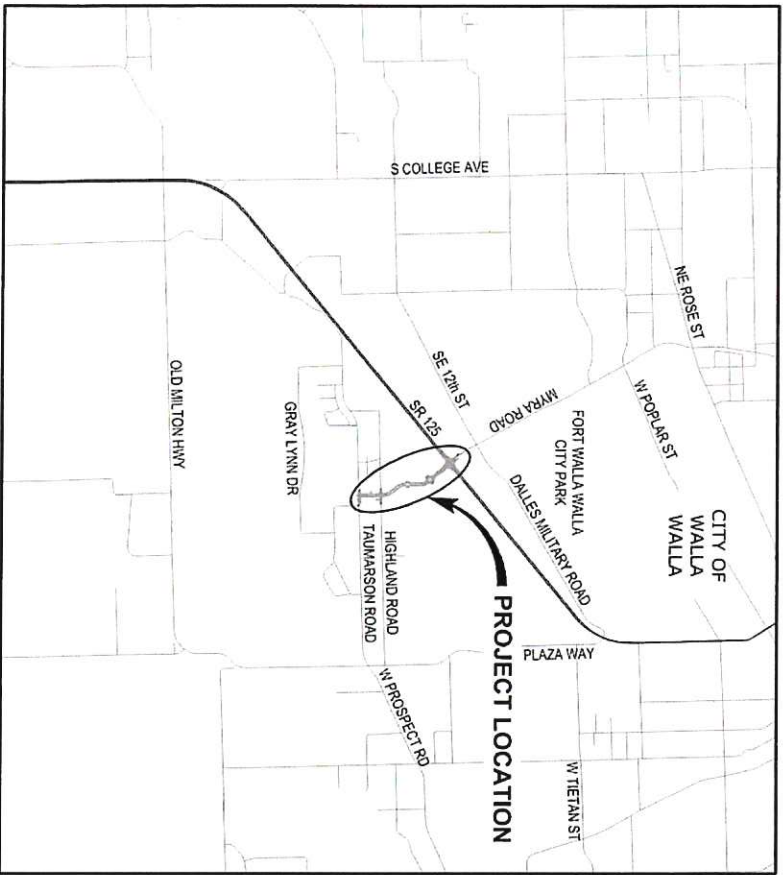






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# Phase 4 – SR-125 to Taumarson





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## Why now?



Job Creation/  
Economic Impacts



Housing  
Need 3,710 net new  
housing units over the  
next 20 years



Reduce Emergency  
Response Times



Increase Shopping  
Opportunities



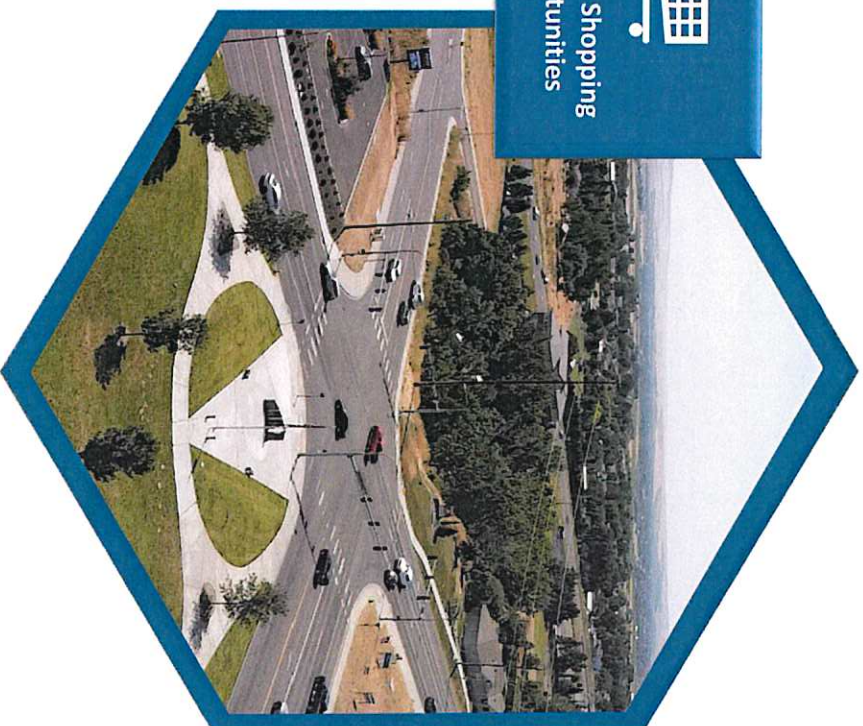
Reduce congestion  
at/on Plaza Way



Funding support  
for City services  
(Police, Fire, Parks, etc.)



Tax Increment  
Area adopted  
(May 2024)







City of  
Walla  
Walla

A WONDERFUL PLACE TO **LIVE WORK PLAY**

## Resident concerns (raised during the TIA adoption process):



Increased Traffic on  
Highland and  
Taumarson



Speeding on  
Highland and  
Taumarson



## Traffic Analysis (Myra/Highland and Myra/Taumarson):

- Analyzed traffic volumes, classifications, and speed.
- Prepared forecasts (to 2045).
- Conducted alternatives analysis.

## Alternatives (Myra/Highland and Myra/Taumarson):

 Two-way stop control

 All-way stop control

 Traffic signal

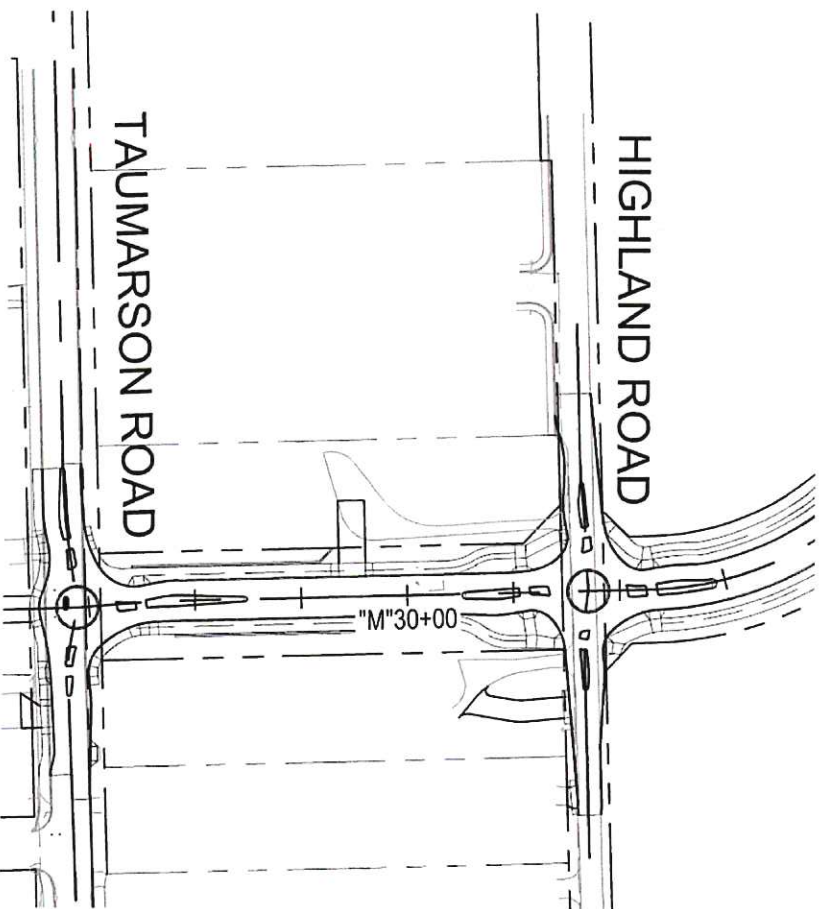
 Compact roundabout



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## Compact Roundabouts Recommended:



### 1. Safety

- Lowest potential for severe crashes
- Reduces vehicle speeds
- Shortest pedestrian crossing distance

### 2. Highest level of service

### 3. Lowest delay

### 4. Long-term solution

### 5. Minimal property needs



## Next Steps

- August 2024 – 60% design submittal and review
- September 2024 – public open house
- November 2024 – 90% design submittal
- January 2025 – 100% design submittal
- January 2025 – Advertise for bids





- h) Presentation by Esther Click, Communications Manager for Walla Walla Emergency Services Communications (WESCOM) re Establishing a Sustainable Future for WESCOM  
**(11:00 a.m.)**

WALLA WALLA EMERGENCY SERVICES COMMUNICATIONS CENTER WESCOM

To: Walla Walla County Commissioners

From: Esther Click, WESCOM Manager

Date: August 1, 2024



Subject: Proposal for a 2/10th of 1% Sales and Use Tax for Long-term Sustainable Funding

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Honorable Commissioners,

I am writing to propose that the Walla Walla County Commissioners place a 2/10ths of 1% sales and use tax on the ballot for the fall of 2025. This tax is essential to address the Walla Walla County 911 center's funding needs and ensure its continued ability to provide efficient and timely emergency services.

**Nature of the Issue**

The Walla Walla County 911 center is crucial for dispatching police, fire, and medical services during emergencies. However, the current funding model, which includes the E911 Phone Tax, State E911 Grants, User Agency Fees, and minimal other revenues, is inadequate. This has led to outdated technology, insufficient staffing levels for approximately 26 years, and delayed emergency response times, compromising public safety and the center's mission.

**Proposed Course of Action**

We propose that the Walla Walla County Commissioners vote YES to placing a 2/10th of 1% sales and use tax for emergency communications systems and facilities (RCW 82.14.420) on the fall 2025 ballot. This tax will generate revenue to:

- Address personnel needs
- Upgrade technology infrastructure
- Improve operational capacity

Shifting to this funding model will align with our goal of ensuring public safety and efficient emergency response.

**Evaluation of Alternatives**

Other alternatives were considered, such as increasing user fees, seeking federal grants, or obtaining bonds and loans. However, these options do not provide a sustainable long-term solution. A dedicated sales tax ensures a consistent and reliable funding source, aligning with best practices in other jurisdictions. Notably, 23 out of 39 counties in Washington State have implemented this sales tax, with several others considering it.

**Advocacy for Preferred Course of Action**

The proposed 2/10th of 1% sales tax is the most viable and sustainable solution for the 911 center's funding needs. By dedicating this portion of sales tax revenue to emergency services, we ensure the

WALLA WALLA EMERGENCY SERVICES COMMUNICATIONS CENTER WESCOM

availability of adequate resources to maintain and enhance emergency response capabilities, demonstrating our commitment to public safety and the well-being of Walla Walla County residents and visitors.

**Preferred Outcomes and Measurement of Accountability**

Implementing this tax will:

- Improve the 911 center's operational efficiency and effectiveness
- Increase minimum staffing levels and FTEs
- Enhance technology infrastructure
- Reduce emergency response times

We will ensure accountability through regular performance analysis, transparent financial reporting, and ongoing stakeholder engagement to optimize fund utilization and achieve desired outcomes.

I strongly recommend that the Walla Walla County Commissioners support placing the 2/10ths of 1% sales and use tax on the fall 2025 ballot. This action is crucial for safeguarding public safety and fulfilling our commitment to providing prompt emergency response services.

Thank you for your attention to this matter. Please contact me if you have any questions.

Sincerely,  
Esther Click  
WESCOM Manager  
Walla Walla Emergency Services Communications Center (WESCOM)



PDF RCW 82.14.420

**Sales and use tax for emergency communication systems and facilities.**

(1) A county legislative authority may submit an authorizing proposition to the county voters, and if the proposition is approved by a majority of persons voting, fix and impose a sales and use tax in accordance with the terms of this chapter for the purposes designated in subsection (3) of this section.

(2) The tax authorized in this section is in addition to any other taxes authorized by law and must be collected from those persons who are taxable by the state under chapters 82.08 and 82.12 RCW upon the occurrence of any taxable event within the county. The rate of tax may not exceed two-tenths of one percent of the selling price in the case of sales tax, or value of the article used, in the case of a use tax.

(3) Moneys received from any tax imposed under this section must be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.

(4) Counties are authorized to develop joint ventures to collocate emergency communication systems and facilities.

(5) Prior to submitting the tax authorization in subsection (2) of this section to the voters in a county that provides emergency communication services to a governmental agency pursuant to a contract, the parties to the contract must review and negotiate or affirm the terms of the contract.

(6)(a) A county imposing the tax authorized in subsection (2) of this section, with a population of more than one million five hundred thousand, in which any city over fifty thousand operates emergency communication systems and facilities either independently or as a member of a regional emergency communication agency must enter into an interlocal agreement with the city either independently or as a member of a regional emergency communications agency to determine distribution of the revenue provided in this section as follows:

(i) Within 12 months of meeting the population thresholds in this subsection (6) or within 12 months of July 25, 2021, whichever is later; or

(ii) Prior to submitting the tax to the voters, for counties not currently imposing the tax.

(b) City representation in the interlocal agreement process must include a representative from the mayor's office and the city council president. In a city that operates under a council-manager form of government under chapter 35.16 or 35A.13 RCW, city representation must include the city manager or the city manager's designee.

(c) The time frame provided in (a)(i) of this subsection may be extended for an additional three months with the agreement of the county and the city.

(7)(a) A county imposing the tax authorized in subsection (2) of this section, with a population of more than five hundred thousand but less than one million five hundred thousand, in which any city over fifty thousand operates emergency communication systems and facilities must enter into an interlocal agreement with the city to determine distribution of the revenue provided in this section as follows:

(i) Within 12 months of meeting the population thresholds in this subsection (7) or within 12 months of July 25, 2021, whichever is later; or

(ii) Prior to submitting the tax to the voters, for counties not currently imposing the tax.

(b) The time frame established in (a)(i) of this subsection may be extended for an additional three months with the agreement of the county and the city.

(8) If a county and a city that are required to enter into an interlocal agreement under subsection (6) or (7) of this section fail to enter into an interlocal agreement within the allotted time frame or the extended time frame as provided in subsection (6)(a)(i) or (c) or (7)(a)(i) or (b) of this section, then the city or county may seek equitable apportionment of the tax authorized under this section in the county's superior court. Equitable apportionment must be provided retroactively beginning from when the county and city met the population thresholds under subsection (6) or (7) of this section or July 25, 2021, whichever is later.

(9) A county imposing the tax authorized under this section on July 28, 2019, must submit an authorizing proposition to the voters as provided under this section to increase the rate of tax.

(10) The Washington state patrol must enter into an intergovernmental agreement, with a county, city, or regional communications agency that operates emergency communications systems, for purposes of interoperable communications, if the following conditions are met:

(a) The intergovernmental agreement is requested by the county, city, or regional communications agency for this purpose; and

(b) The terms and conditions are mutually agreeable.

[ 2021 c 297 s 1; 2019 c 281 s 1; 2002 c 176 s 1.]



**WALLA**

**“Establishing a Sustainable Future for WESCOM”**

EMERGENCY COMMUNICATION SYSTEM AND FACILITIES SALES TAX RCW 82.14.420

Esther Click, Communications Manager  
WESCOM

# Overview of WESCOM

- WESCOM is a multi-jurisdictional Public Safety Answering Point (PSAP)
- Provides 24/7 emergency call-taking and dispatch services
- Serves a population of about 62,000 full-time residents
- 2022 call statistics: 24,093 911 calls, 78,347 administrative calls



**North County Fire**  
**(Districts 1, 3, 7)**





## WESCOM History

- Originated as a police dispatch center
- Consolidated to a county 911 center in the mid-80s
- Technology upgrades from paper and pen to advanced CAD systems
- Current staff: 15 (12 Dispatchers/3 Supervisors)

# WESCOM'S Challenges

## Increasing call volume

- June 2024: 2,172 (911 calls), 6,214 (Admin) = 8,386

## Community needs, growth, and changes

- Behavioral health needs
- Community's expectations of being able to reach someone 24/7 for non-emergency inquiries

## Staffing levels have not changed in approximately 26 years

- Can be as low as 2 dispatchers at a time

## Technological advancements requiring investment

- Zetron Radio System End of Life
- Encryption needs for Law Frequency
- Continuous Computer Aided Dispatch Upgrades
- Cybersecurity redundancy and 24/7 protection

## Building Location

- Liquefaction
- Seismic exposure with a large brick building adjacent
- Water system running along the facility

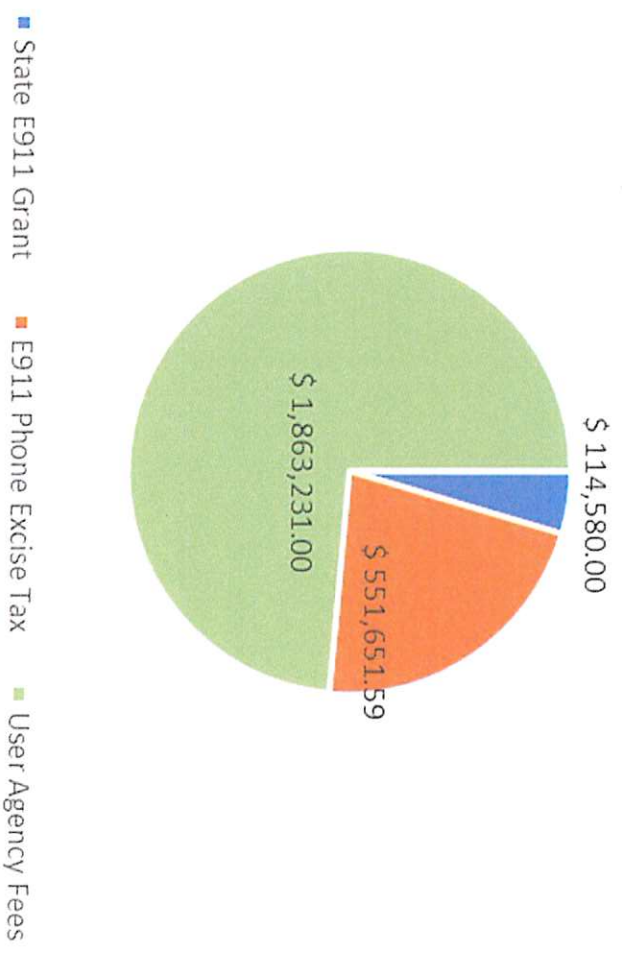


# Funding Sources

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- Agency Annual Assessment Fees (User Fees)
- E911 Phone Excise Tax
- State E911 Grants
- Radio Site Lease Payments (\$2,100 annually)

2023 Revenues





# Sales and Use Tax Proposition

RCW 82.14.420 allows for a sales and use tax for emergency communication systems

Tax rate: \$0.10 or \$0.20 per \$100.00 of selling price/value

Collected from all persons paying sales and use tax in Walla Walla County

This includes all visitors. Currently, visitors tap into the 911 system without contributing to the cost. With the sales tax, the burden is distributed between residents and nonresidents.



# Uses of Tax Revenue

The tax revenue will be used following RCW 82.14.420

- Ongoing and scheduled replacement, repair, maintenance, and service of emergency communications systems, technology, equipment, and facilities
- Installation and implementation of mandated technologies and new technologies
- Capital Improvement Projects
- Provide long-term stable critical infrastructure communication sites and facilities.
- Continue building and developing new and existing systems and technologies to improve emergency communications.
- It can help support and secure the radio channels for the responder's safety.
- Help support the increase in staffing that has not changed since 1999 while workflow has increased.

Reduce or take the place of user agency fees. With two-tenths of one percent, the user agency fees could go away until we reach a time when the cost of operations exceeds those of what the sales tax brings in.

# Financial Projections

- Estimated revenue: \$1.7 million (one-tenth of one percent), \$3.4 million (two-tenths of one percent) per the WW County Treasurer's office based on 2023 numbers

- Trends show sales tax revenue increasing yearly





# Consequences of Rejection

## Greater financial burden on local agencies

- Agencies will absorb the cost for adding 3 additional dispatchers, 1 additional supervisor, and Public Records Request Specialist

## Difficulty in securing upgrades and improvements

- WESCOM will be limited with IT technology that can be purchased based on the user fees collected

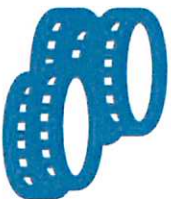
## Challenges in meeting technological expectations

- Agencies will need to absorb the cost of upgrading the “end-of-life” Radio equipment

# Summary



Importance of sustainable funding  
for emergency communications



Benefits of the proposed sales and  
use tax



Call to action for voter approval

**11:30 WSU EXTENSION**

**Debbie Williams**

**a) Consent Agenda Items:**

1) Resolution – Interagency Agreement between Walla Walla County and Washington State University

**b) Department update and miscellaneous**

**12:00 RECESS**



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

IN THE MATTER OF AN  
INTERAGENCY AGREEMENT  
BETWEEN WALLA WALLA  
COUNTY AND WASHINGTON  
STATE UNIVERSITY



**RESOLUTION NO. 24**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall approve and sign an Interagency Agreement between Washington State University Cooperative Extension and Walla Walla County (Appendix A, Professional Services Contract) to provide extension services, with said agreement to be for the period January 1, 2025 through December 31, 2025.

**BE IT FURTHER RESOLVED** that the County's portion for said Agreement is increased to \$107,640, an increase of \$3,640.00.

**BE IT FURTHER RESOLVED** that the county's portion reflects a contribution toward the compensation for two extension agents (faculty) as well as one administrative professional.

*Passed this 12<sup>th</sup> day of August, 2024 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

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

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

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

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

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

**MEMORANDUM OF AGREEMENT**

**Between**

**WASHINGTON STATE UNIVERSITY EXTENSION**

**And**

**Walla Walla County**

**APPENDIX A**

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2025 through December 31, 2025 to provide an extension program.

Federal Funds	\$ <u>0</u>	Non-Federal Funds	\$ <u>107,640</u>
TOTAL FUNDS		\$ <u>107,640</u>	

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

_____	Date	_____	Date
Vicki McCracken		County Commissioners	
Extension Director			
WSU Extension			

\_\_\_\_\_  
Daniel G. Nordquist      Date  
Associate Vice President  
Office of Research Support & Operations

## Walla Walla County Extension August 12, 2024

**11:30 a.m.**

Update WSU

Walla Walla positions  
WSU Budget

County Budget 2025 and sign MOA

County Budget 2024

Update Walla Walla County Extension

Staff  
4-H Program  
Food Sense Program  
Agriculture Program  
Master Gardeners  
Master Food Preservers

Hort Board Update

### **Schedule:**

July 29-August 2 – Work PT remotely

August 5-6 – Annual Leave, AZ

August 19-Sept. 2 – PreFair and Fair

Sept. 9-11 – Sick Leave, Seattle

Sept. 14-21 – Annual Leave, Wallowa Lake

Sept. 30-October 4 – WSU All Extension Meeting

October 13-17 NAE4-HYDP National 4-H Conference, Boise ID

November 4-8 – Work PT remotely

November 12-14 – WSAC/Extension Conference, Vancouver

### **Invitations:**

4-H Achievement Night – November 24 5:30 – 8:30

Last Chance Pesticide Credits – December 6 8:00-4:00



**WSU Extension Office – Walla Walla County  
August 2024 Update**

**WSU/Walla Walla County Extension Staff**

In the WSU/Walla Walla County Extension Office Isabel Walker has been hired as Senior Office Assistant. Sandra Farley has been hired by WSU as the 4-H Coordinator. Rachel Wieme is Dry Land Agronomy Faculty (WSU) so we are fully staffed!

**2025 Proposed County Budget**

**Memoranda of Agreement for 2025 (Need signed MOA from Commissioners)**

The annual agreement with WSU for the Professional Services part of the County budget needs to be signed and forwarded to WSU for signature. WSU provides Extension services including specialists from around the state plus the local staff. The MOA for Professional Services part of the County budget is **\$107,640** (\$104,000 in 2024). An increase of \$3,640 (due to market adjustments) total from 2024. Changes are County Director (Williams) \$26,034 to **\$26,945** (\$911), Extension Educator (Wieme) \$25,535 to **\$26,429** (\$894), and 4-H Coordinator (Farley) \$52,431 to **\$54,266** (\$1,835). WSU covers annual benefits and the remaining salary for these positions.

**2024 County Budget**

On track with 2024 Budget for this year. With open positions, Professional Services and some salary will not be spent. As always, we will be careful the remainder of the year.

**Walla Walla County Extension Updates**

**4-H Achievement Night will be held Sunday, November 24 at 5:30 p.m. at Fairgrounds Community Building. Please join us to recognize our outstanding 4-H youth and leaders. Pizza will be served and lots of desserts.**

The night will include recognizing youth for their educational accomplishments and recognizing 4-H Leader Volunteers for their positive role models for youth and their community support. Traditional program is still going strong and rebuilding. We are accepting new leaders for projects such as clothing, cooking, entomology, horses, swine, and shooting sports.

STEM (Science, Technology, Engineering, and Math) education at elementary schools is on hold until our school partners get the Century 21 funding. We will also work with the Rural Libraries in Touchet, Prescott, Vista Hermosa, and Burbank as much as we are able. 4-H STEM intern will be able to help.

SNAP-ED Program - The team has continued to support the BMAC Food Bank with tastings, recipes and how-to flyers, and spice packets to support food boxes handed out to the community. Nutrition education and cooking and gardening activities were provided to youth residing at Valle Lindo Homes in their afterschool program and summer program. SNAP-Ed also provided nutrition education classes to youth at Davis Elementary in collaboration with WW Farm to School.

Our preliminary figure for the SNAP-Ed/Food \$ense money coming from USDA for 2024-2026 has increased compared to the last biennium. Funding coming from USDA for 2024 was \$314,419 and includes Asotin (\$31,441), Benton and Franklin (\$141,489), and Walla Walla (\$141,489) Counties. Walla Walla County Extension SNAP ED/Food \$ense program been serving our community utilizing County support, Federal dollars, and in-kind match since the start up in 2004. We have reached more than 50,000 youth and their families.

Meike Johnson-VanDonge, Food \$ense Coordinator and her staff are gearing up to partner with schools, afterschool programs, Valle Lindo, the food bank, and other entities serving low-income clientele for another year (fiscal year October – September).

### Agriculture Programs

We are providing regional in person and virtual programming for our Last Chance Pesticide credit program held **December 6** with 5 credits and Soil Health Seminars may be held in **January**. Cereal breeders, extension agronomists, plant pathologists, and other scientists will present information at these events.

### Master Gardeners

Master Gardeners have met for plant clinics and Farmers' Markets. We will provide training for new volunteers and current Master Gardeners January - April. A partnership with the Blue Mountain Team (U of I, Umatilla, Asotin, Columbia, Garfield, Walla Walla, and Whitman) provided new Master Gardener volunteer training in 2024.

### Master Food Preserver

Extension Coordinator Amy Rosenberg provided food preservation and safety information to the community this summer. We checked canning gauges for free to keep families safe from Botulism poisoning. New gauges should be checked before use and all gauges should be checked annually.

### **Horticulture Pest and Disease Board**

Horticulture Pest and Disease Board has been meeting to keep up on pests in Walla Walla County. Walter (Butch) Bosley has given his resignation. I'm working with HR to open the position. The budget should be increased to **\$10,765** from \$9,147 (\$1,618) to be able to offer enough hours for training and to get the job covered. (8,589 in 2024, +\$2,175).

2025 DEPARTMENT REQUEST COMPARED TO CURRENT YEAR BUDGET

	2023		2024		DEPT REQUEST
	YTD ACTUALS	BUDGET	YTD ACTUALS	BUDGET	
- AGRICULTURIST					
RENT EXPENSE					
- AGRICULTURIST					
00 SALES OF MERCHANDISE	271.87	1,100.00	1,480.81	1,100.00	1,100.00
02 SEMINARS	0.00	500.00	0.00	500.00	500.00
00 REIMBURSEMENTS	0.00	250.00	0.00	250.00	250.00
CULTURIST REVENUE TOTAL	271.87	1,850.00	1,480.81	1,850.00	1,850.00
EXPENSE REVENUE TOTAL	271.87	1,850.00	1,480.81	1,850.00	1,850.00
- AGRICULTURIST					
05 ADMIN SERVICES COORDINATOR	54,579.67	61,905.00	27,815.53	47,615.00	66,652.00
06 SENIOR OFFICE ASSISTANT/RECEPTIONIST	8,848.19	21,004.16	21,004.16	21,004.16	51,557.00
07 OFFICE ASSISTANT/RECEPTIONIST	15,523.98	0.00	0.00	0.00	0.00
10 OFFICE ASSISTANT TEMP	7,712.67	0.00	0.00	0.00	0.00
11 TEMP OFFICE ASSISTANT	1,703.03	0.00	0.00	0.00	0.00
00 EXTRA LABOR	0.00	500.00	0.00	500.00	500.00
01 MEDICAL-LIFE-DENTAL INS	21,750.00	17,950.00	17,950.00	36,000.00	37,200.00
02 SOCIAL SECURITY	6,613.96	3,617.76	3,617.76	8,417.00	9,081.00
03 RETIREMENT	8,385.12	4,652.53	4,652.53	10,678.00	11,525.00
04 INDUSTRIAL INSURANCE	554.51	250.68	250.68	666.00	666.00
08 STATE PAID MEDICAL LEAVE	192.56	103.22	103.22	240.00	239.00
00 OFFICE & OPERATING SUPPLIES	7,194.69	2,695.05	2,695.05	7,900.00	7,900.00
00 PROFESSIONAL SERVICES	81,860.08	44,384.19	44,384.19	104,000.00	104,931.00
00 COMMUNICATION	1,182.00	701.05	701.05	1,000.00	1,000.00
99 CELL PHONE CHARGES	480.00	240.00	240.00	480.00	480.00
00 TRAVEL	494.02	300.00	300.00	2,000.00	2,000.00
00 OPERATING RENTALS AND LEASES	900.00	0.00	0.00	1,000.00	1,000.00
00 REPAIRS AND MAINTENANCE	5,228.06	4,952.79	4,952.79	3,600.00	3,600.00
00 MISCELLANEOUS	100.00	0.00	0.00	750.00	750.00
01 PURCHASE OF PUBLICATIONS	300.75	994.08	994.08	950.00	950.00
02 DOR SALES TAX ON PUBLICATIONS	44.10	137.87	137.87	150.00	150.00
99 DUES/MEMBERSHIPS	320.00	240.00	240.00	400.00	400.00
CULTURIST EXPENDITURE TOTAL	224,167.39	130,038.91	130,038.91	288,251.00	300,601.00
EXPENSE EXPENDITURE TOTAL	224,167.39	130,038.91	130,038.91	288,251.00	300,601.00

107,644

%



2025 DEPARTMENT REQUEST COMPARED TO CURRENT YEAR BUDGET

	2023		2024		2025
	<u>YTD ACTUALS</u>	<u>YTD ACTUALS</u>	<u>BUDGET</u>	<u>DEPT REQUEST</u>	
CURRENT EXPENSE					
00 - HORTI PEST/DISEASE BRD					
00 - HORTI PEST/DISEASE BRD					
01 HORT PEST/DISEASE COORDINATOR	5,490.29	1,589.76	5,600.00	6,100.00	7,500
02 SOCIAL SECURITY	420.04	121.61	428.00	467.00	57
04 INDUSTRIAL INSURANCE	354.38	77.44	324.00	342.00	450
08 STATE PAID MEDICAL LEAVE	11.97	3.37	12.00	13.00	16
00 OFFICE & OPERATING SUPPLIES	594.13	686.07	1,225.00	1,225.00	
00 COMMUNICATION	0.00	0.00	200.00	200.00	
00 TRAVEL	974.32	0.00	600.00	600.00	
00 ADVERTISING	0.00	0.00	100.00	100.00	
00 MISCELLANEOUS	0.00	0.00	100.00	100.00	
TI PEST/DISEASE BRD EXPENDITURE TOTAL	7,845.13	2,478.25	8,589.00	9,147.00	10,76
EXPENSE EXPENDITURE TOTAL	7,845.13	2,478.25	8,589.00	9,147.00	

**1:15 COUNTY COMMISSIONERS**

- a) Public comment period (time limitations may be imposed)
- b) **Action Agenda Items:**
  - 1) Review vouchers/warrants/electronic payments
- c) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners' proceedings for August 5 and 6, 2024
- d) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: 4263848 through 4264151 totaling \$1,591,099.52; 4263826 through 4263847 totaling \$18,665.97 (travel)
  - 2) Proposal 2024 08-12 COMM Econ Dev – County Approval of grant to City of College Place using Walla Walla County's portion of 9/10ths (Economic Development Sales Tax) funds for Lions Park Community Center Replacement Project
  - 3) Proposal 2024 08-12 JJC Approval to update contract with current Functional Family Therapy (FFT) provider and add a second contract with a bi-lingual FFT provider
  - 4) Proposal 2024 08-12 Maint Approval and direction from Board of County Commissioners on how to proceed with Jail Electrical Back-up Power Improvement Study
  - 5) Proposal 2024 08-12 SO Approval of funding and designation of grant funds awarded for Body Worn Camera Grant from Washington Association of Sheriffs and Police Chiefs (WASPC)
- e) Miscellaneous business to come before the Board
- f) Review reports and correspondence; hear committee and meeting reports
- g) Review of constituent concerns/possible updates re: past concerns



# Proposal

Date: 08/5/24

Proposal ID. 2024 08-12 COMM Econ Dev

To: BOCC

From: Diane Harris, Clerk of the Board

**Intent** – Approval of grant to City of College using Walla Walla County’s portion of 9/10ths (Economic Development Sales Tax) funds

**Topic** – Approval of Walla Walla County providing grant funds to the City of College place for their Lions Park Community Center Replacement Project. These funds will come from the County’s portion of the Economic Development Sales Tax Funds

## Summary

The City of College presented their application for funding during the August 5, 2024 regularly scheduled Walla Walla County Board of Commissioners’ meeting. During this meeting the Commissioners approved the grant to City of College Place and requested that a proposal be prepared for formal approval of grant funds from the Walla Walla County portion of the Economic Development Sales Tax Funds to the City of College Place in the amount of \$200,000 for their Lions Park Community Center Replacement Project.

## Cost

\$200,000

## Funding

9/10ths Funds – Walla Walla County

## Alternatives Considered

N/A

## Acquisition Method

N/A

## Security

N/A

## Access

## Risk

## Benefits



**Conclusion/Recommendation**

Approval of Walla Walla County providing grant funds in the amount of \$200,000 to the City of College Place for funding their Lions Park Community Center Replacement Project.

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Submitted By

Disposition

Diane Harris, Commissioners 8/8/24

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Approved

Name      Department      Date

Approved with modifications

Needs follow up information

Signature

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Denied

BOCC Chairman

Date

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Additional Requirements to Proposal

Modification

Follow Up

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# Walla Walla County

## Economic Development Sales Tax Fund

**SECTION I.**

**APPLICATION FOR FUNDING**

<b>Applicant:</b>	City of College Place		
<b>Project Title:</b>	Lions Park Community Center Replacement Project		
<b>Contact:</b>	Michael Rizzitiello		
<b>Title:</b>	City Administrator		
<b>Telephone:</b>	509-394-8506		
<b>Fax:</b>			
<b>E-Mail:</b>	mrizzitiello@cpwa.us		
<b>Mailing Address:</b>	625 S. College Avenue		
<b>City:</b>	College Place	<b>Zip Code:</b>	99324
<b>Total Project Financing</b>			
<b>Total Project Cost:</b>		<b>\$10,118,374</b>	
<b>Amount secured to date:</b>		<b>\$8,000,000</b>	
<b>The total amount requested from the Economic Development Sales Tax Fund: Loan &amp; Grant combined</b>		<b>\$200,000</b>	
<b>Loan Information</b>			
<b>Amount of loan request:</b>		<b>\$0</b>	
<b>Loan term requested (Maximum term is 10 years):</b>		<b>YRS</b>	<b>Rate</b>
<i>A loan is a general obligation or revenue obligation of the jurisdiction receiving the loan. With the acceptance of a loan, the jurisdiction agrees to obligate its full faith, credit, and revenue to repay the loan, regardless of the project which prompted the application for funding. The maximum loan amount is \$200,000. Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4.</i>			
<b>Grant Information</b>			
<b>Amount of Grant request:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4)</i>		<b>\$200,000</b>	
<b>Amount of Local Public Match:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #5)</i>		<b>\$263,390</b>	

**Declaration:** I hereby certify that the information given in this application is true and correct to the best of my knowledge and belief and that I have reviewed Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.

Signature of Responsible Official:  Date: 7-13-2024

Print or Type Name and Title: Michael Rizzitiello – City Administrator

## SECTION II. IDENTIFICATION OF PUBLIC FACILITY PROJECT AND COSTS

- 1. Describe the entire public facilities project, including the parts that you are not asking to fund.**  
*(The term "public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.*

The general concept is with the City and partners putting over \$7 million dollars into renovating Lions Park, the adjoining community center should also be refreshed. We are proposing the swiss army knife of community centers. The existing center will be demolished as it is from the 1960's and has a litany of maintenance issues. It will be replaced by a 14,700 square foot (6,700 sq ft first floor, 6,000 sq ft second floor) community center building. It will have a community room, social service non-profit drop in office, commercial kitchen to support the adjoining farmers market, ECAPP, WCCA Childcare space ran by the YMCA on the first floor. The second floor will be the permanent 6,000 College Place branch of the Walla Walla County Rural Library District.

The City has completed conceptual plans. The general design concept is supported by the College Place City Council, Walla Walla County Rural Library District, and Community Minded Enterprises/YMCA with the Childcare.

The City has obtained over \$8 million in grants to date. The problem with the Federal grant dollars is it has a lot of strings attached that add to cost. This cannot be overcome for the construction phase of the project. However, the City would like to keep the architectural plan phase of the project as unencumbered by Federal regulation as much as possible. Thus, we want to go to the County to help fund the architectural design (100%) element of this project.



**2. Summarize efforts taken to date regarding the project in terms of specific steps and studies and dates of action.**

The City completed conceptual level design in October 2023. It received approval of the College Place Park, Arbor, and Recreation Board, College Place City Council, College Place Economic Development, Tourism, and Events Commission, Walla Walla County Rural Library District, and Community -Minded Enterprises/YMCA.

Since that time the City has landed a FY 2024 state legislative earmark through the Early Learning Grant program for \$2.5 million, Senator Cantwell FY 2024 Congressional Directed Spending for \$2.5 million grant, and is in FY 2025 Senator Cantwell Congressional Directed Spending for \$3 million.

To begin construction we need 100% architecture plans. That is where we hope County .09 can help.

**3. Does this project qualify as economic development and does it create or retain family wage jobs? (Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.). Yes**

**4. List the number of projected jobs to be retained and/or created by the firm as a result of the public infrastructure project. Jobs must be expressed in Full-Time Equivalent (FTEs). Management positions should be indicated as an annual salary. \* Retained jobs are defined as jobs that would otherwise be lost in Walla Walla County.**

Job Description	Number of Jobs Created (in FTEs)	Number of Jobs Retained* (in FTEs)	Hourly Wage and/or Annual Wage
Childcare Workers YMCA	10	0	\$17.41
County Librarians	0	8	\$23.41
Farmers/Artisan Food Industry in Farmers Market	20	30	\$19.39
			\$
			\$
			\$

Projected annual gross payroll for all job classifications? \$1,810,713.60

How many of these positions are part-time or seasonal work? All are FTE's

**5. Is this project listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element- Appendix G)? No  Yes**

**6. Does your organization have an active interest and involvement in economic development?**

**Please explain?**

Yes, we can have an active interest. The community has a Economic Development, Tourism, and Events Commission that meets monthly that provides guidance on such efforts. The City also has a economic development plan located here:

[https://cms6.revize.com/revize/collegeplace/Appendix%20J Economic%20Development%20Plan %2005-18-18.pdf](https://cms6.revize.com/revize/collegeplace/Appendix%20J%20Economic%20Development%20Plan%2005-18-18.pdf)

**7. Will this project upgrade existing public infrastructure or build new public infrastructure? Please explain?**

It is in an existing park being renovated. This project will replace a outdated community center from the 1960's with a multifaceted one.

**8. List each funding source for the public project and amount. Identify whether the funding source has been secured or is being requested.**

Funding Source	Status	Amount
State FY 2024 Earmark ELF	Secured	\$2,500,000
Federal Cantwell FY 2024 Earmark	Secured	\$2,500,000
Federal Cantwell FY 2025 Earmark	Requested-In Final List	\$3,000,000
State Community Facility Grant	Request	\$500,000
State Library Grant	Request	\$1,000,000
County/City Collaboration	Secured	\$418,374
County .09 Request	Request	\$200,000
Total Project Cost		\$10,118,374

**9. Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.**

Activities	Estimated Completion Date (Month/Year)
Preliminary Engineering Report	1/2025
All Required Permits Obtained	2/2025
Design Engineering	5/2025
Land/Right-of-Way Acquisition	Not Needed
Final Bid Documents	6/2025
Award Construction Contract	6/2025
Begin Construction	7/2025
Complete Construction	6/2026
Construction Project Operational	7/2026

**10. What other quantifiable outcomes can this project measure in addition to the number of jobs created and retained?**

Private sector capital investment \$1,500,000

Increase in local property tax revenue: \$200,000

Increase in local sales tax revenue: \$80,000

Other:

**11. Will the public facility project be maintained by the applicant? Indicate the projected annual operating cost of the proposed public facility project and revenue source for maintenance? Please explain.**

**Return Completed Application To:**  
Port of Walla Walla  
310 A. Street, Walla Walla, WA 99362  
509-525-3100



**ATTACHMENT A**  
**Principle Guidelines**  
**Economic Development Sales Tax Fund (EDSTF)**

**Some provisions within these principle guidelines are requirements under RCW  
82.14.370 - Sales and use tax for public facilities in rural counties.**

1. Public infrastructure projects must be listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element – Appendix G). Public infrastructure project listed in the approved County Comprehensive Plan does not guarantee the public infrastructure project will receive funding.
2. At the beginning of each fiscal year, the Port will notify the jurisdictions of the available funding in the EDSTF and will transmit the application form and these principle guidelines.
3. The Port Commission will maintain discipline in using the EDSTF for strategic economic development opportunities. Public infrastructure projects that create, retain and/or expand family wage jobs (defined as \$25,000 per year plus a benefits package), encourage private sector capital investment, and new taxes are the primary goal of the EDSTF.
4. Cap any one jurisdiction from receiving more than a \$200,000 grant and a \$200,000 loan in any one fiscal year. Exceptions will be made for extraordinary job creating opportunities, private sector capital investments, and new taxes. Exceptions will also be made if a jurisdiction has projects that would allow the funding to be distributed countywide. For example, a jurisdiction may have a qualifying project in Burbank and during that same fiscal year, they may have a qualifying project in Waitsburg. In order to help disburse the EDSTF countywide, both qualifying applications would be considered.
5. Applications require a 50% local public match to the amount of the EDSTF request. 10% local public match will be required for the City of Prescott and City of Waitsburg due to their size and access to local public matching dollars. Local public match is defined as publicly-appropriated local funds. Funds appropriated from the state, federal, other funding sources, and in-kind match do not qualify as a local public match. Private sector funds directly allocated to the public infrastructure project will be considered as a local public match.  
  
Example: If the EDSTF request is \$200,000, the applicant is required to secure \$100,000 in the local public match. In the case for the City of Prescott and City of Waitsburg, if the EDSTF request is \$200,000, the applicant is required to secure \$20,000 in the local public match.
6. Each public infrastructure project approved for EDSTF will need to enter into a performance contract and/or inter-local agreement guaranteeing performance.
7. Public infrastructure projects that can substantiate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes will have the best chance in securing an EDSTF grant and/or loan.

8. Public infrastructure projects that cannot identify the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes are encouraged to apply for an EDSTF loan. If the applicant is requesting an EDSTF grant, and an EDSTF grant is awarded, the applicant will be restricted in applying for an EDSTF grant for 5 years from the date of award. However, during this 5-year restricted period, the applicant has a public infrastructure project that can demonstrate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes, their application would be considered for funding.
9. Public infrastructure-related projects that can substantiate the retention of existing family wage jobs (defined as \$25,000 per year plus a benefits package) are encouraged to apply for EDSTF grant and/or loan. To substantiate job retention, the applicant must fully demonstrate that a specific business would have a reduction in its labor force without the public infrastructure improvement.
10. Projects approved for funding must start drawing down the appropriated funds for the proposed public infrastructure project within 1 year from the date the application is approved. All appropriated funds must be fully expended within 2 years from the date the application is approved. If the applicant cannot meet said deadlines, the application must resubmit their application for consideration. All existing approved public infrastructure projects will have priority funding over the new resubmitted application.

Approved by the Port Commission on the 25<sup>th</sup> day of September 2014

Concurrence by the Walla Walla County Commissioners on the 20<sup>th</sup> day of October 2014



# Proposal

Date: August 5, 2024

Proposal ID: 2024 08-12 JJC

To: BOCC

From: Jon Cassetto, Court Services Manager

Intent: Seeking board approval to update contract with current Functional Family Therapy (FFT) provider and add a second contract with a bi-lingual FFT provider.

Topic: Update existing FFT contract; add additional.

## **Summary**

The Department of Court Services has contracted with Amy Campbell, LLC since 2015 to provide Functional Family Therapy (FFT), an evidence-based intervention to youth and families involved with the Department of Court Services. FFT is a program that our moderate to high-risk youth can qualify for. FFT is a short-term intervention that works with a youth's entire family and is focused on relationship and skill building within the family unit.

Additionally, the Department has identified another provider in our area, Paola Herrera, that the Department would like to contract with. Paola would be able to provide bi-lingual FFT services for our Spanish speaking families.

## **Cost**

FFT is funded through the State utilizing Evidence Based Expansion (EBE) grant dollars of which the County has been allotted \$26,046 for the 24-25 biennium.

## **Funding**

This position is funded by utilizing State grant dollars through the Evidence Based Expansion grant.

## **Alternatives Considered**

N/A

## **Acquisition Method**



N/A

**Security**

N/A

**Access**

N/A

**Risk**

N/A

**Benefits**

Youth and families in conflict benefit when they participate in evidenced based treatment.

**Conclusion/Recommendation**

Recommend the BOCC approve Department's request to update existing FFT contract and add a second contract with Herrera Health, LLC to provide FFT services for Court Services youth.

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Submitted By

Jon Cassetto, JJC 8/05/2024



Disposition

Approved

Name

Department

Date

Approved with modifications

Needs follow up information

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Name

Department

Date

Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS  
Exhibit A**

THIS CONTRACT is made and entered into by and between WALLA WALLA COUNTY, a political subdivision, with its principal offices at 314 WEST MAIN STREET, 2<sup>ND</sup> FLOOR – ROOM 203, PO BOX 1506, WALLA WALLA, WA, 99362, by and for the Walla Walla County Department of Court Services (hereinafter "COUNTY"), and Amy Campbell, Licensed Mental Health Counselor, with its principal offices at 6517 West Octave Street, Pasco, WA 99301 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of the terms and conditions herein (Exhibit A) and the Fee Schedule (Exhibit B):

- a. Exhibit A - Contract;
- b. Exhibit B – Fee Schedule;
- c. Exhibit C – Statement of Work

**2. DURATION OF CONTRACT**

The term of this Contract shall begin August 1, 2024, and shall expire on December 31, 2026, unless terminated sooner as set forth herein. This Contract may be renewed by written agreement of the parties for up to two (2) additional two-year periods. The total contract period cannot extend beyond December 31, 2030. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, within a reasonable time no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A – Contract, Exhibit B – Fee Schedule, and Exhibit C -Statement of Work, which are inclusive and attached hereto and incorporated herein by reference. The CONTRACTOR shall provide the following services:
  - 1. All the services set forth herein in accordance with a schedule agreed upon by the COUNTY and CONTRACTOR.

2. Provide Functional Family Therapy (FFT) services to families referred by the Walla Walla County Superior Court.
3. Upon Contractor's request, Juvenile Justice Center will provide program space for Contractor to perform her duties as required by this Contract.
4. The Contractor will meet with Court Services Manager and/or Juvenile Justice Center staff as requested and keep them informed as to the progress of the family/program.
5. Contractor will adhere to attached Scope of Services/Compensation Schedule. Payment for FFT services will be funded by a Department of Children, Youth, and Family services grant received by the Walla Walla County Juvenile Justice Center.
6. Contractor is and shall be at all times during the term of this Contract an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Contract by the Contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement, or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.
7. Contractor shall provide documentation of Functional Family Therapy credentials prior to commencement of therapy.
8. Contractor must pass a criminal background check to the satisfaction of the Walla Walla County Juvenile Justice Director prior to beginning work. Contractor shall update the background check as required by the Juvenile Justice Department Director, and shall immediately notify the Director of any arrest, conviction, citation, restraining order or similar negative event involving Contractor.
9. The Contractor shall not subcontract the performance of this agreement, or employ anyone else in the performance of this agreement



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

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

- b. The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, \$1,000,000 annual aggregate, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.
- c. The Contractor shall have automobile liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage.
- d. The Contractor shall have Professional Liability insurance in the following amounts:  
\$1,000,000 Minimum, Each Occurrence  
\$2,000,000 Minimum, Annual Aggregate

12. All services provided shall be performed under current licensure with the State of Washington, including written documentation of affiliation with a licensed State of Washington.

(11) Compensate all personnel performing services under this Contract and pay any and all taxes, fees, or costs related thereto.

(12) Procure all permits and licenses necessary to perform the services herein prior to commencement of this Contract and thereafter maintain such continuously throughout the term of this Contract.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be reasonably requested by the COUNTY.
- f. CONTRACTOR shall not drive or use vehicles as part of its delivery of services under this Contract. CONTRACTOR'S travel to and from the WWCCD facility shall not be compensated or be part of the services delivered under this contract.

**4. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- a. For CONTRACTOR:  
  
Amy P. Campbell LLC  
6517 West Octave Street  
Pasco, WA 99301  
Phone 509-528-8488
- b. For COUNTY:  
Norrie Gregoire, Director  
Walla Walla County Department of Court Services  
Walla Walla, WA 99362

**5. COMPENSATION**

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. The COUNTY shall compensate the CONTRACTOR in the amount for services rendered pursuant to Exhibit B Fee Schedule.
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- c. The CONTRACTOR shall submit invoices to the COUNTY not more than once per month for work performed during the previous calendar month no later than the first business day of the following month. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered

in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

## **6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties' authorized representatives. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

## **7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, to the extent caused by the CONTRACTOR'S acts,

errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.
- d. CONTRACTOR agrees to provide immediate notice to County of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. COUNTY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve County.

## **8. INSURANCE**

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, the CONTRACTOR shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than ONE million dollars (\$1,000,000) per occurrence, loss or person with a general aggregate or policy limit of THREE million dollars (\$3,000,000) covering the provider and all behavioral health staff assigned or authorized by the provider under this Contract.



The coverage shall apply to liability for a professional error, act, or omission, including behavioral health malpractice, arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury. The policy shall state that coverage is claims made, and the retroactive date shall be of, or prior to, the effective date of this Contract. CONTRACTOR is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance. If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or CG0002 or equivalent) for wrongful death, products, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars

(\$1,000,000) per occurrence for Commercial General Liability, two million dollars (\$2,000,000) per Occurrence for Personal Injury and Advertising Injury and two million Commercial General Liability aggregate (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY, its officials, officers, employees and agents as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage. CONTRACTOR is also required to buy commercial general liability and employers liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

**d. Other Insurance Provisions:**

- (1) The CONTRACTOR'S liability insurance provisions shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (3) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (5) The CONTRACTOR shall maintain all required policies in force from

the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

- (6) The Contractor shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the Contractor from claims which may arise from the performance of this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor. Covered auto shall be designated as "Symbol 1" any auto.

e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this Contract shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Walla Walla County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. If any of the required insurance is cancelled or non-renewed, notice shall be delivered in accordance with policy provisions, and CONTRACTOR shall promptly deliver such notice to the COUNTY.
- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY, its officials, officers, employees, or agents as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Walla Walla County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation

Representative, to send written verification to Walla Walla County that CONTRACTOR is currently paying workers compensation.

- (5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Walla Walla County  
Attn: Human Resources/Risk Manager  
314 W. Main Street, Second Floor, Rm. 216  
PO Box 1506  
Walla Walla, WA 99362

- (6) If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to COUNTY. CONTRACTOR must describe its financial condition and the self-insured funding mechanism.

## 9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY, by giving sixty (60) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR materially breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained



by the COUNTY by reason of the CONTRACTOR'S breach.

- d. The COUNTY and CONTRACTOR agree that the term of this contract expires on December 31, 2026. Should the CONTRACTOR wish to terminate the relationship or negotiate a longer term, CONTRACTOR will provide the COUNTY with ninety (90) days written notice of its intent prior to the expiration date of December 31, 2026.

#### **10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY's authorized representatives.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **11. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and signed by the waiving party's authorized representatives, and in the absence of such, no action or inaction shall be construed to be such a waiver.

#### **12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other

rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a reasonable written request to do so from the COUNTY'S contract representative or designee.

### **13. COMPLIANCE WITH LAWS**

The CONTRACTOR and County shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract. This compliance shall include zero tolerance for sexual harassment, and sexual abuse. All Staff shall have training in the Prison Rape Elimination Act (PREA).

### **14. INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

### **15. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

### **16. OWNERSHIP OF MATERIALS/WORKS PRODUCED**

- a. Where applicable, all reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer

these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. An electronic copy of all word processing documents shall be immediately submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

## **17. PATENT/COPYRIGHT INFRINGEMENT**

Where applicable, the CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officials, officers, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, its officials, officers, employees and agents where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

## **18. DISPUTES**

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

## **19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY's authorized representatives or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

## **20. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Walla Walla County, Washington.

**21. SUCCESSORS AND ASSIGNS**

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

**22. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**23. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**24. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

**25. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but



are not limited to, indemnification provisions (Sections [7] and [17] and [28]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

## **26. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to “hold” such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

## **27. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY’S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

## **28. MENTAL HEALTH RECORDS**

Mental health records prepared and maintained in the course of providing the mental health services described here shall be the sole and separate property of the COUNTY. The Walla Walla County Department of Court Services shall act as custodian of those records and provide facilities necessary for storage. The CONTRACTOR shall at all times during the term of this Contract, and after the term of this contract as necessary for regulatory compliance or litigation purposes, have access to such medical records. In the

event this Contract is terminated for any reason or otherwise completed, all such mental health records shall be available to the COUNTY, or other entity, organization, or persons providing mental health services at Court Services. COUNTY and CONTRACTOR agree to comply with all State and Federal laws and regulations regarding custody and use of all mental health records. County will indemnify CONTRACTOR for damages, including attorney fees and costs, arising from any such failure by COUNTY to comply with such laws or regulations.

CONTRACTOR will indemnify County for damages, including attorney fees and costs, arising from any such failure by CONTRACTOR to comply with such laws or regulations.

**29. ACKNOWLEDGMENT**

CONTRACTOR acknowledges that the Walla Walla County Courthouse, County Juvenile Justice Center, and COUNTY facilities, and its offices and departments therein, contain records and information that are confidential or privileged by operation of law. As a result the CONTRACTOR acknowledges and agrees that in the course of performing this Contract its employees or agents shall at all times refrain from engaging in any activities that would expose them to, or others to, such confidential or privileged information.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED: \_\_\_\_\_

**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**

Its \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chair Pro-Tem

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Deputy Prosecuting Attorney, Walla  
Walla County

DATED: \_\_\_\_\_

**CONTRACTOR  
[TBD]**

\_\_\_\_\_  
**[Print Name]**

## **Exhibit B**

### **FEE Schedule**

1. Contractor shall be paid at the rate of \$800.00 per family for the completion of each phase of the three phase FFT Model, including engagement and motivation, behavior change, and generalization for a maximum of \$2,400 per family for completion of all three (3) phases.

**Exhibit C**  
**Statement of Work**

1. Contractor shall provide Functional Family Therapy (FFT) to families referred by the County in accordance with the FFT model and the Washington State FFT Project Quality Assurance and Improvement System Plan.
2. Contractor shall submit progress reports to Juvenile Justice Center on each youth/family served by same under this Contract no later than the 5th of each month.





# Proposal

Date: 8.7.2024

Proposal ID. 2024 08-12 Maint

To: Board of County Commissioners

From: Rob Grandstaff

**Intent** – Seek direction from Board of County Commissioners on the Jail electrical study.

**Topic** – JAIL ELECTRICAL BACK-UP POWER IMPROVEMENT DRAFT REPORT

**Summary** – Please find attached the Jail Electrical Back-up Power study report. You are receiving a marked-up copy that I have reviewed. They have provided 3 options. I believe the likely better options are 1 & 2. Here are my comments for consideration:

## **OPTION 1:**

Uses the existing CH generator and adds a transfer switch. I think the 2 main issues are:

- There needs to be a conduit run from the current location of the generator to the transformer in front of the Jail building. There is a slight chance there are conduits from the original construction that might shorten the distance, but it is a gamble. It's worth the effort to see if the conduits are there.
- It would carry all the load of the Jail and the Courthouse. It works by the numbers, but if it gets too high on demand, it will require reducing loads in the Courthouse. The current peak load of the Jail is 115KVA. That's similar to the Courthouse at 106KVA, so 221KVA on a 250 KVA generator lacks a safety margin of 20%. L&I may require us to put in automatic load shedding devices if we go that route or they may not if they accept a lesser safety margin.

## **Option 2:**

Uses the stored 250 KVA generator.

- This is a pretty clean option to power the Jail because it is direct. It would require a transfer switch that is outdoor rated, parking stall and secured fencing. The question I asked the engineer is what does CAT think about using a 250KVA generator on a load that is 115K? With a 20% safety factor that totals to 143.5 KVA. The engineer is investigating the question. If the answer is a no go, then we are at option 1. If it is not an issue, I tend to lean towards this option due to the simplicity of it.
- Using the generator at the Jail would prevent it from being used at the Fairgrounds for the Continuation of Operations Plan or the new EOC. We don't know what the power requirements will be at the new EOC, but it is likely it would also be oversized even powering the two proposed buildings. There is no way to know for certain at this point. I also don't know how it would be used at the Fairgrounds either.
- Using the stored generator may allow us to use the 45KVA that is currently the Jail back-up power source at some other location like the Fairgrounds or the new EOC depending on the projected load.

**Option 3:**

- One challenge is that the Jail is an I occupancy and it will require L&I review. When you start changing the wiring in an existing building for emergency power, there are stringent code requirements. It's fine when you design new buildings, but it does not work well for existing buildings. This approach is more difficult and problematic in my opinion.

Once we give them which option you prefer, they will proceed with the design. Let me know what questions you have.

**Cost** – TBD

**Funding** – General Fund / Law and Justice

**Alternatives Considered** –N/A

**Acquisition Method** – N/A

**Security** – Requires a security fence

**Access** – N/A

**Risk** –

**Benefits** –

**Conclusion/Recommendation** – See comments above

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Submitted By	Disposition	
Robert Grandstaff	___ Approved	
Name      Department      Date	___ Approved with modifications	
<i>Robert Grandstaff</i>	___ Needs follow up information	
Signature	___ Denied	
	_____	
	BOCC Chairman	Date

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Additional Requirements to Proposal

Modification

Follow Up

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# *Walla Walla County Corrections Backup Power Study*

*Prepared for: Walla Walla County Corrections Dept.*

*Walla Walla County Corrections Dept.*

300 W Alder St.  
Walla Walla, WA 99362

Date: 08/01/2024 Rev A

Prepared by: Mario Curiel/Matthew Blaire  
Reviewed by: Matthew Blaire, PE



12 W. Kennewick  
Kennewick, Washington 99336  
(509) 735-1589  
(509) 783-5075 Fax

Meier Project No.: 24-9299

## Project Overview

In May 2024 Walla Walla County Corrections Department contracted Meier to perform a study to increase the redundancy and backup power for the Corrections Facility at 300 W Alder St. The project will consider resources that are available both in the existing corrections facility and the Walla Walla Courthouse that is directly north across an alley from the facility. The criticality of the study and upgrades derives from two factors: repeated short notice outages from the current electrical utility and a notice from the Washington State Department of Commerce regarding a new program in the process of implementation called “Public Safety Power Shutoff.”

During initial discussions regarding the project, it was expressed that the corrections facility currently experiences frequent power outages that are considered “planned outages” by the utility, although minimal warning is given to the facility. Due to the nature of this facility, unplanned and short notice outages have a large effect on the safety of both the residents and the employees and cause large interruptions in facility operations.

The premise of the Public Safety Power Shutoff (PSPS) program is due to large wildfires caused by utility shorting events. While PSPS is in the planning stages, this notice provides additional motivation for the critical systems backup of the Correctional Facility as it increases the risk of an unplanned outage.

Corrections Facility personnel outlined several priorities for critical power backup during the beginning phases of the project. Priority one is the equipment providing safety to the residents and staff of the facility. Some of these systems are currently backed up by the existing generator on the roof. These include cameras, door locks, select lighting, select mechanical equipment, mechanical temperature control panel, and IT/communication equipment in the third-floor electrical room. Additional priorities include minimal HVAC to have ventilation and minimum required cooling should the power be shut off during the summer, kitchen equipment to support continued food services, hot water system components, and the elevator.

## Existing Conditions

### **Existing Conditions at the Correctional Facility:**

The correctional facility is fed by a pad mounted, 150kVA, 12.47kV-208/120V, 3ph, 4W, Electric Utility Transformer from Pacific Power just to the south on West Alder Street. The utility transformer feeds a 1200V, 3ph, 208/120V switchboard with a 1200A main circuit breaker. Electrical panels are distributed throughout the facility including those in the main electrical room on the first floor, which in turn feed branch panels in the kitchen, laundry, and the third-floor electrical room.

There is a 45kW natural gas generator on the roof. This feeds a 200A Automatic Transfer Switch (ATS) in the third floor electrical room. This panel feeds the emergency panel “E1”



which sub-feeds panel “E2”. One complication with modifications to this system includes NEC Chapter 7. Meier would interpret the requirements, should the chosen option modify these panels, to include separating true emergency electrical loads and optional standby systems. Several pieces of equipment, currently on the “E1” and “E2” panels, are ambiguous if they are emergency loads as defined by NEC or would be considered optional standby.

**Existing Electrical Load at the Correctional Facility:**

Existing documents, confirmed in the site visit, show the Correctional Facility has a 1200A, 208/120V, 3ph, main distribution panel. Assuming an 80% rated main breaker, at full capacity this panel could support up to 345kVA of electrical load. The utility transformer for the facility is currently sized at 150kVA. The facility supplied documentation of the utility usage from June 2023 through the end of June 2024 which indicates a peak demand of 115kVA, with the NEC safety factor is 143.5kVA.

**Existing Conditions at the Courthouse:**

The Courthouse is fed by a pad mounted, 300kVA, 12.47kV-208/120V, 3ph, 4W, Electric Utility Transformer from Pacific Power on the southeast side of the building. The utility transformer feeds a 2000A, 3ph, 208/120V, Main distribution switchboard “MDP” with a 2000A main circuit breaker. The Courthouse has a 1200A, 3ph, 208/120V, Generator Main Distribution Panel “GMDP” located in the main electrical room. This Switchboard is fed by a 250kW/312.5kVA 208/120V, 3ph, 4W, diesel generator and a secondary 1200A temporary generator connection cabinet. “GMDP” switchboard has a 1000A/3P prepared spare circuit breaker. “GMDP” and “MDP” feed a total of (3) Automatic Transfer Switches (ATS) in the main electrical room. “ATS-CR” is a 600A ATS feeding (2) UPSs from panel “T1”. Meier believes this supports the IT and Critical Equipment at the Courthouse. “ATS-S1” is a 1000A ATS feeding a 1000A “S1” distribution panel. Meier believes this panel is meant to serve the Jail currently under renovation and the existing clerk building. This panel has (1) 100A and (1) 150A prepared spare circuit breakers. During the site walk it was observed that there is plenty of space for new circuit breakers if needed. All breakers in Panel “S1” except for the SPD breaker and S1B Panel breaker were in the off position. “ATS-S2” is a 1000A ATS feeding a 1000A “S2” distribution panel. This panel feeds the existing electrical in the courthouse.

From a previous study completed by McKinstry in 2020, the Courthouse peak demand load from the previous 3 years was 106kW. Utilizing an 80% power factor and 125% NEC required safety factor that results in an existing load, from the study, of 165kVA.

## Study Option 1: Utilize Existing Generator from Courthouse

Study option 1 would utilize the existing spare capacity on the Courthouse backup power systems to serve the current loads at the correctional facility.

**Method:**

This option would utilize an existing spare breaker 1000A breaker in the “GMDP” switchboard in the Courthouse. This breaker would then feed an ATS located in the best location between

this existing switchboard and the Corrections Facility main distribution board. This location will depend on the conduit pathway from the Courthouse to the Corrections Facility and the best location with enough space for the electrical equipment.

Should the County personnel determine that they are not comfortable with the peak demand load of both the Courthouse and Corrections Facility as outlined above on the single generator, Meier would recommend creating a load shedding list of less essential systems to maintain critical systems. This could be accomplished either manually, or automatically by adding a new control system for the ATSS. This system would monitor and prioritize the automatic transfer switches. Should the controller sense that there is too much load on the generator, then a lower priority ATS would not transfer to the backup branch.

One advantage to intercepting the main service feeder and locating the ATS there would be limiting the challenges of bringing emergency systems up to current code requirements for L&I review. If the new scope of work does not directly impact the emergency panels, Meier believes there to be a strong possibility L&I would treat that system as existing to remain.

**Pathway:**

Sheet E-1 from the original drawing dated 1983 indicates that the Courthouse was previously fed via underground service from the power pole feeding the Corrections Facility. The drawings indicated a 3'x3'x3' box was set at the interception point of this existing service. It may be possible to reutilize a portion of this existing pathway, depending on what is still accessible, when connecting to the Courthouse "GMDP" switchboard. During the Construction Drawings portion of the project, should this option be selected, Meier would investigate further this pathway.

**Electrical Equipment:**

For this option, Meier proposes installing a service entry rated ATS. This ATS would intercept the existing feeders going from the utility transformer feeding the 1200A "MDP" switchboard in the Corrections Facility. The backup side would be fed with a new feeder from the existing generator distribution panel in the Courthouse main electrical room. While the facility has been operating on a 150kVA transformer the ATS would need to be sized at 1200A without modifying the trip settings of the main panel breaker. If the trip settings of the main breaker could be turned down to between 600A and 800A, then the ATS could be sized to match that.

## Study Option 2: Install New Generator

Proposed study option 2 would install a new generator and associated equipment backing up the full corrections facility. This could be sized based on two different approaches: utilizing the twelve-month peak demand load from the existing facility with a safety factor, or utilizing the size of the existing main gear. Meier would recommend sizing the new generator based on the existing peak demand load with added room for future growth. As a baseline, to be confirmed, Meier proposes an additional 20% capacity added on for future growth.

Walla Walla County Corrections Backup Power Study  
Meier Project No. 24-9299

The existing peak usage of the Corrections Facility was outlined earlier in the existing conditions portion of the study. The 12 month peak usage is 115kVA, after the NEC required safety factor results in 143.5kVA. Adding the 20% additional growth capacity results in 172.2kVA. Meier would recommend backing up the facility with a minimum of 175kW/219kVA. The generator would be diesel fuel and have a 24hr capacity belly tank. It has been indicated that the facility has a spare 250kW Caterpillar generator in storage. Although a bit oversized, it may be possible to utilize this Generator. Should the county wish to move in this direction, we would confirm with the manufacturer that there wouldn't be any issues.

This generator would be a separately derived system. The automatic transfer switch would control the generator starting sequence and transfer all 3 poles and the neutral conductor. This will minimize the ground fault interactions between the panel main and generator main breakers. Refer to attached one-line diagram labeled study option 2 for additional information.

The advantage in specifying/installing a new generator would be remaining islanded from the Courthouse systems. Even though the Courthouse is right next door, currently there is minimal risk, except triggered at the utility level, that an event at the Courthouse would impact the Corrections Facility. The obvious disadvantage would be the added cost of installing a new electrical system dedicated to the Corrections Facility. One additional advantage to intercepting the main service and locating the ATS there would be limiting the challenges of bringing emergency systems up to current code requirements for L&I review. If the new scope of work does not directly impact the emergency panels, Meier believes there to be a strong possibility L&I would treat that system as existing to remain.

**New Generator Location:**

While performing the site walk this solution was discussed and the parking lot to the west of the facility was identified as a good location for the generator. Design would minimize impact to the parking as much as possible. Should this option be chosen, Meier would make recommendations during the design process for possible security measures for the new generator and ATS.

**Electrical Equipment:**

This option includes either the generator currently in the county stock, or a new generator sized per above. New notification devices and controls to integrate the generator with the Corrections Facility systems. A new service entry rated ATS which would intercept the existing feeders going from the utility transformer feeding the 1200A "MDP" switchboard in the Corrections Facility. The backup side would be fed from the new generator. The ATS would be sized at 1200A, like option 1 if the trip settings of the main breaker could be turned down to between 600A and 800A, then the ATS could be sized to match that.

### Study Option 3: System Separation

Should the County teams decide that the Corrections Facility load is too great to be added to the Courthouse backup generator system Meier would propose adding a new panel in the

Walla Walla County Corrections Backup Power Study  
Meier Project No. 24-9299

Corrections Facility and relocating critical systems onto that panel. These systems were summarized above in the Project Summary. Existing drawings indicate that Panels M1, M2, K, and L contain the critical systems. Option 3 would set a new 800A panel with an 800A ATS fed from the GMDP switchboard in the Courthouse main electrical room. Panels M1, M2, K, and L along with the elevator would be relocated to this distribution panel. Option 3 would also set a new 200A panel for any loads that needed to be re-fed out of the current E panels on critical power that don't fall under emergency power classification. The current ATS feeding the E1 and E2 panels would be re-fed from the Corrections Main Electrical panel utilizing an existing 200A breaker. Panels B1 and B2 were identified as non-critical serving mostly receptacle and general lighting loads. These panels would be re-fed out of the Corrections Main Electrical panel utilizing an existing 200A breaker.

The biggest challenge with this option would be the required downtime for the Corrections Facility due to the electrical re-routing. Meier would propose phasing the documents as much as possible but this we would anticipate this option resulting in more significant downtimes than either option 1 or 2. The new panel must be set at 800A because the 'M' panels would be sub-fed from it. We considered directly backing up the 'M' panels, but anticipated this would result in an even longer outage that would be prohibitive to the project success. While this option would minimize the new load on the Courthouse generators, Meier anticipates it would also be the most challenging to install.

Walla Walla County Corrections Backup Power Study  
Meier Project No. 24-9299

## **Appendix A – One-Line Diagrams: Study Options 1-3**







PROJECT NO. 2019-001, DATE: 08/15/2019, DRAWING NO. 9299, SHEET NO. 11 OF 11

- GENERAL NOTES**
- SEE E901 FOR GENERAL NOTES AND LEGEND.
  - XXX
- KEYNOTES**
- 

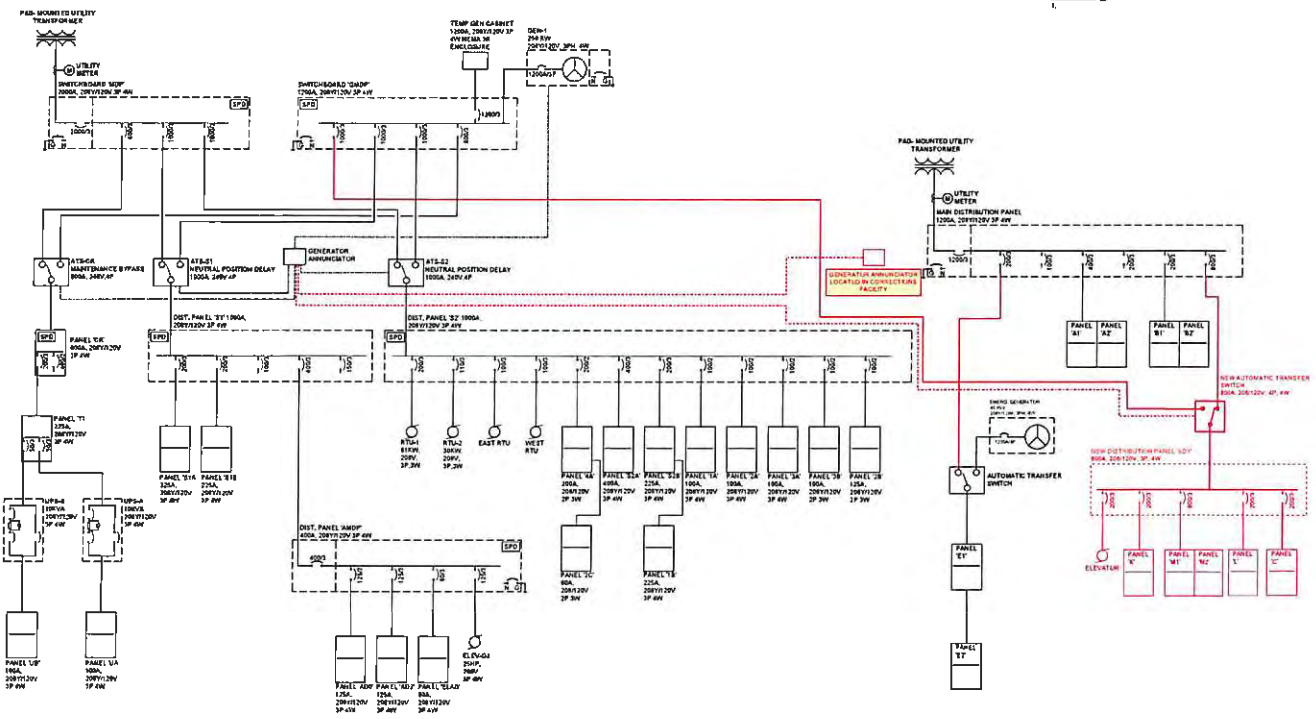


NO.	DATE	BY	CHKD	APP'D	DESCRIPTION
1	08/15/2019	MM	MM	MM	ISSUED FOR PERMIT
2					
3					
4					
5					
6					
7					
8					
9					
10					

APPROVAL	DATE	BY	CHKD	APP'D
OWNER				
DESIGNER				
CHECKER				
APPROVED				

MALLA WALLA COUNTY CORRECTIONS DEPARTMENT  
 CORRECTIONS BACKUP POWER STUDY  
 MALLA WALLA, VA 22082  
 DIAGRAMS: STUDY OPTION 3

DWG. NO.	E901
SCALE	NOT TO SCALE
ISSUE DATE	8/15/2019
JOB NO.	2019-001
REV.	9299



COURTHOUSE COMPLEX POWER ONE-LINE DIAGRAM

COURTHOUSE COMPLEX POWER ONE-LINE DIAGRAM



# Proposal

Date: July 31, 2024

Proposal ID: 2024 08-12 SO

To: BOCC

From: Mark Crider, Sheriff

Intent – Approval of funding and designation of grant funds awarded for Body Worn Camera Grant from WASPC

## **Background**

On May 12th, we were approved to apply for a Body-Worn Camera (BWC) reimbursement grant through WASPC (see attached). We were very fortunate to be awarded \$57,878.19, considering they received 1.8 million in requests and only had \$400k to award.

After careful consideration and review of body-worn camera redaction software, our IT Director and I have decided that CaseGuard is a better option for us at the moment (see attached letter of support).

## **Cost**

Award details as outlined on page 2 of grant agreement.

## **SCOPE OF WORK:**

Grant recipient shall:

- Use agency procurement procedures for the following:
  - \$859.22 for one AXON Body-worn Camera.
  - \$1622.01 for one-year AXON Body-worn Camera CORE Bundle (July 1, 2024-June 30, 2025)
  - \$55,396.96 for BWC redaction software, licensing, training and associated workstation upgrades for July 1, 2024-June 30, 2025.

Grant funds may not be used to purchase tasers or any other bundled contract items not associated with body-worn cameras.

Use of Funds		Expense Account 010.001
\$ 859.22	for one AXON Body-worn Camera.	03400.521.10.48.0000
\$ 1,622.01	for one-year AXON Body-worn Camera CORE Bundle (July 1, 2024-June 30, 2025)	03400.521.10.48.0000
\$ 27,270.00	CaseGuard Licenses (6)	03400.521.10.48.0000
\$ 24,725.00	Equipment upgrade to support CaseGuard (5 @\$4945 each)	03420.594.21.64.0120
\$ 1701.96	Other equipment: headphones, mouse, keyboard, desktop riser, etc.	03400.521.10.35.0000
\$ 1700.00	LEIRA or other training related to BWC	03450.521.40.49.0000
<b>\$ 57,878.19</b>		

**Revenue Account: 010.001.03400.334.00.10.0002 WASPC BWC Grant**

Since this is a reimbursement grant that only allows us to use within the funding cycle of July 1, 2024 – June 30, 2025, we request your support to continue funding the reoccurring items such as user licenses from CaseGuard and the Axon BWC for our Animal Control Officer (ACO).

- Axon \$1,621.07/Year
- CaseGuard \$3,948/User (2-3 users after grant \$7,896-\$11,844)

**Conclusion**

After careful consideration, we chose CaseGuard as our best option. This grant will replace outdated equipment to support CaseGuard and cover training related to BWCs. Moreover, it will allow us to purchase additional licenses to help other departments, such as detectives.

We respectfully request the BOCC to continue covering the fees for the Animal Control Officer's body-worn camera, as it would enhance transparency, accountability, and safety. This will offer an additional layer of protection for both the ACO and the public, removing ambiguity and providing a clear record of incidents.

Additionally, we seek approval from the BOCC to continue covering the software costs for redacting body-worn camera footage. Given our staff shortage, this would immensely benefit our operations. The automated redaction process facilitated by the software will reduce the time and effort required from our already stretched resources.

**Please feel free to submit additional information as needed.**

Submitted By

Disposition

Mark Crider, Sheriff

7/31/2024

Approved

Name

Department

Date

Approved with modifications

Needs follow-up information

Name

Department

Date

Denied

BOCC Chairman

Date

---

Additional Requirements to Proposal

Modification

Follow Up

---

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---

---

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**From:** [Sydney Hansen](#)  
**To:** [Janey Gutierrez](#); [Mark Crider](#)  
**Cc:** [Sydney Hansen](#)  
**Subject:** FY25 BWC Grant Award - Walla Walla  
**Date:** Tuesday, June 18, 2024 8:48:23 AM  
**Attachments:** [Outlook-ygh2ws1d.png](#)

---

Thank you for applying for the body-worn camera grant.  
We received **over \$1,800,000.00 in requests** for the fiscal year 2025 body-worn camera grants.  
The WA State Legislature funded a total of **\$400,000.00 for the term July 1, 2024-June 30, 2025.**

**Your agency was selected as a grant recipient of \$57,878.19.**

**In the event your agency no longer wishes to accept this grant, please let us know ASAP to allow us to redistribute to other requests.**  
**In the coming days, you will receive a request for contract review/signature through DocuSign. If you have questions about the agreement, please let me know. Agreements must be signed within 60 days of receipt, unless otherwise arranged with WASPC.**

If additional funding past June 30, 2025, is appropriated, we will let you know.

Regards,

**Sydney Hansen, Data & Systems Program Coordinator**  
WA Association of Sheriffs and Police Chiefs  
Phone: (360) 884-3700 | Email: [shansen@waspc.org](mailto:shansen@waspc.org)





**From:** [Chad Goodhue](#)  
**To:** [Janey Gutierrez](#)  
**Cc:** [Walla Walla County Commissioners](#)  
**Subject:** Letter of Support  
**Date:** Thursday, July 11, 2024 2:31:30 PM  
**Importance:** High

Hi Commissioners,

I am currently at the ESRI Conference but I wanted to make sure that you had my point of view on the CaseGuard software the Janey is presenting. I have worked with Janey Gutierrez since May 2024 evaluating several different audio/video redaction solutions and I believe that we have found the best fit. CaseGuard is affordable, saleable, easy to use and provides the functionality we need to increase our efficiency in Body Camera redactions for Public Records Requests.

Of the software solutions we have bid, CaseGuard is also the least expensive. TS will likely purchase a license of this software at the end of the grant period to assist the PRO with video redactions for the Jail and JJC. Thank you for your time and please let me know if you have any questions.

**Chad Goodhue | Director**  
Technology Services – Walla Walla  
509.524.2590  
[cgoodhue@co.walla-walla.wa.us](mailto:cgoodhue@co.walla-walla.wa.us)



Finalcover LLC  
 855-255-9955  
 1700 N Moore St, Suite 1928  
 Arlington, VA 22209

Prepared For	Proposal Date	Proposal Number
Janey Gutierrez	07/18/2024	1980448
Walla Walla Sheriff's Office		

## Proposed Solution: Premium Plan

We are thrilled at the prospect of partnering with your organization to revolutionize your redaction process. To meet your needs, we propose our all-in-one **Premium Plan**- a package designed for organizations seeking extraordinary speed, efficiency, and **automation** on redacting **unlimited** multi-media files such as Video/Image, Audio, and Documents.

- **Each premium license** includes unlimited video, audio, image, and document redaction plus 240 hours of automatic AI transcription/translation for audio or 48,000 pages of automatic AI document analysis.
- **Training** is invoiced at **3 hours per license per year**; usage can include Initial one-on-one training, walkthroughs per each release (4 times a year), personalized training on each use case, and live technical support.

## Pricing

Description	Rate	Qty	Line Total
CaseGuard Studio Premium Plan 1 User License - Annual Subscription	\$3,948.00	6	\$23,688.00
Hourly Training - Online Online Training	\$199.00	18	\$3,582.00
		Subtotal	27,270.00
		Tax	0.00
		Proposal Total (USD)	\$27,270.00

## Overview

CaseGuard is committed to providing the most advanced media editing and redaction solution on the market, tailored to meet the dynamic needs of modern organizations. CaseGuard Studio, our secure, local desktop application has an intuitive interface, serving thousands of clients from various sectors- including law enforcement, healthcare, education, transportation, finance, and private enterprises- making us confident in our ability to deliver an unparalleled experience.

### Unlimited Video and Image Redaction

- Manually and automatically redact all objects such as **faces, license plates, screens, and notepads** from still or shaky footage recorded using a body-worn cam, dash cam, or handheld cameras and images.
- Unredact one or more objects (face, license plate, etc).
- Track and redact any object in your video through "Object Tracking."
- Video and image editing tools and enhancements (cut, merge, drop segments).
- Merge videos taken from different cameras/angles into one video "Split Screen."
- Redact thousands of videos/images at once using the "Bulk Wizard."
- Define redaction watcher once, then drag-and-drop any video/image for automatic redaction.
- Automatic custom chain-of-custody reporting, including the Standard Report, Exemption log, Privilege log, Object detection log, and more.
- Collaborate with your team on redaction projects using the "Redaction Pool."

### Audio Redaction - with Automatic Transcription and Translation

- Manually and automatically mute or bleep personally identifiable information (PII), such as **names, phone numbers, addresses, SSNs, payment information, and 33 other categories**, from any audio file.
- Identify and rename speakers.
- Automatically transcribe in over 100 languages and dialects.
- Automatically translate in over 74 languages.
- Provide automatic & manual closed captions.
- Create and apply a custom list of redactions using "List Analysis."
- Change voice to protect identities.
- Audio editing tools (cut, merge, drop segments of audio).
- Noise removal & change volume.
- Redact thousands of audio files at once using the "Bulk Wizard."
- Define redaction watcher once, then drag and drop any audio file for automatic redaction.
- Automatic custom chain of custody reporting, including Standard Report, Exemption Log, Privilege log, and Analytics Report.
- Collaborate with your team on redaction projects using the "Redaction Pool."

### Document Redaction

- Manually and automatically redact personally identifiable information (PII), such as **names, phone numbers, emails, addresses, SSNs, payment information, and more** from any document including but not limited to police reports, bank statements, medical documents, and FOIA requests.
- Find and Redact any word, sentence, or paragraph.
- Search and redact patterns like emails, social security numbers, zip codes, or credit card numbers with one click.
- Create a list of custom patterns, including but not limited to PII, to redact in a document.

- OCR in 10+ languages.
- AI Object Detection for checks, credit cards, and more.
- Create a block list to keep certain words unredacted.
- Anonymize thousands of resumes instantly.
- Edit any document by removing pages, extracting specific pages, merging files, and reordering pages.
- Create and apply a custom watermark.
- Create and save custom redaction templates, then apply them to thousands of similarly formatted documents (ex: medical forms)
- Implement Bates Stamping.
- Redact thousands of documents at once using the "Bulk Wizard."
- Define redaction watcher once, then drag and drop any document file for automatic redaction.
- Automatic custom chain of custody reporting, including Standard Report, Exemption Log, Privilege log, and Analytics Report.
- Collaborate with your team on redaction projects using the "Redaction Pool."

## Client Testimonials

### Spokane Police Department

#### Mike Snell | Police Records

My experience with CaseGuard started in March of 2017. They had been working with my agency since September of 2016, but I didn't come into the mix until March. We had a demonstration provided, and I was blown away. I remember thinking to myself "This can't \*possibly\* work that well – this is a demo, of course, they're going to show their software under ideal conditions!". They must have known what I was thinking, because we then used "real world" bodycam video's and we used videos with a variety of light levels, action levels, etc – and the software, while not perfect (nothing ever is) is at least 3-4x better than what I was using previously, for redaction.

For example - I was tasked to do "time trials" – how long it took to redact videos using the "old" method versus CaseGuard. CaseGuard is faster at the actual redacting process, more accurate, easier to use, and uses far fewer keystrokes, 100% of the time. (Now, think about the time saved, which is money saved, as well as "wear and tear" on the employee doing the redactions. 5000 separate keystrokes to redact a video, or 20? Which would you prefer?) Case in point - a video that took me 4 hours to redact using the "old" method, took me an hour and 5 minutes using CaseGuard.

This is just the tip of the iceberg. The folks I have been in contact with, are very responsive to requests for assistance, extremely knowledgeable, friendly, they have and continue to help me numerous times throughout this process. They are also willing to listen to customer ideas about how to make things better with the program.

I truly cannot possibly say enough good things about this product, and my experiences with them. I am thrilled with my agency choice to use CaseGuard, so if you are considering getting imaging software for your agency – please, don't hesitate to give me a call, or send me an email, and I'm happy to tell you my experiences in full detail and answer any "real world" questions you may have.

### Wichita Police Department

#### Krissie Lagana

The practical and real-life uses of CaseGuard redaction software. I have had the pleasure of using CaseGuard for almost a year now. I found CaseGuard to be a major asset to our Police Department.

Redaction is a necessary tool that goes hand in hand with body-worn videos. I found myself struggling with the daunting task of redacting videos, as my only redaction tool was extremely time-consuming, inaccurate, and not user-friendly.

I began my journey researching what redaction software programs were available and were able to try demos from different companies. This gave me practical experience with different products. My favorite by far was CaseGuard. I found CaseGuard to be user-friendly. I didn't have to learn new terminology to use the system. I was able to quickly navigate myself through the software and started redacting right away. With CaseGuard I was able to quickly, efficiently, and accurately redact videos. I used the software to not only redact body camera video, but also surveillance videos.

Through my journey, I found myself using CaseGuard software to benefit the Police Department in ways other than redactions. Ultimately, solving crimes is one of the major functions of the Police Department. I was able to use the enhancement feature built into CaseGuard to assist our detectives in identifying individuals. CaseGuard, along with good detective work, has been able to solve crimes. As a department, we have been able to enhance facial features, tag and vehicle information, and tattoos. This list will continue to grow as the needs of the department present themselves.

The customer service with CaseGuard is above any other company. I always get a hold of a knowledgeable staff member who is friendly and willing to go above and beyond to help me with my situation. Many situations I come across are situationally unique and I need someone who is knowledgeable to help me with my unique situation.

I am very proud to be a customer of CaseGuard. I look forward to growing and expanding with the company as it grows and evolves with body-worn cameras.

## Notes

Maintenance, support, and upgrades for CaseGuard Studio are all included. All new features and enhancements will automatically be available for Premium members.

**Non-Binding Budgetary Estimate**



Axon Enterprise, Inc.  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-572400-45428.963KH

Issued: 05/16/2024

Quote Expiration: 05/01/2024

Estimated Contract Start Date: 05/15/2024

Account Number: 138311

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Walla Walla County Sheriff - WA 240 W Alder St Walla Walla, WA 99362-2807 USA	Walla Walla County Sheriff - WA 240 W Alder St Walla Walla WA 99362-2807 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Richard Schram Phone: (509) 524-5400 Email: rschram@co.walla-walla.wa.us Fax: (509) 525-6971

**Quote Summary**

Program Length	29.5484 Months
<b>TOTAL COST</b>	<b>\$4,522.35</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$4,865.07</b>

**Discount Summary**

Average Savings Per Year	\$352.77
<b>TOTAL SAVINGS</b>	<b>\$868.65</b>



**Non-Binding Budgetary Estimate**

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
May 2024	\$1,507.75	\$114.26	\$1,622.01
Oct 2025	\$1,507.30	\$114.22	\$1,621.52
Oct 2026	\$1,507.30	\$114.24	\$1,621.54
<b>Total</b>	<b>\$4,522.35</b>	<b>\$342.72</b>	<b>\$4,865.07</b>

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$5,391.00
Quote List Price:	\$4,522.50
Quote Subtotal:	\$4,522.35

Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCCore	Core BWC Bundle	1	30	\$153.40	\$124.45	\$124.45	\$3,733.35	\$272.50	\$4,005.85
<b>A la Carte Hardware</b>									
AB3C	AB3 Camera Bundle	1			\$789.00	\$789.00	\$789.00	\$70.22	\$859.22
<b>Total</b>							<b>\$4,522.35</b>	<b>\$342.72</b>	<b>\$4,865.07</b>

**Non-Binding Budgetary Estimate**

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	2	1	05/01/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	1	1	05/01/2024
AB3 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	2	1	05/01/2024
Core BWC Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	05/01/2025
Core BWC Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	1	1	05/01/2026

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Core BWC Bundle	73449	AXON RESPOND - LICENSE	1	05/15/2024	10/31/2026
Core BWC Bundle	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	1	05/15/2024	10/31/2026
Core BWC Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	05/15/2024	10/31/2026
Core BWC Bundle	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	05/15/2024	10/31/2026
Core BWC Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	05/15/2024	10/31/2026

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Core BWC Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	05/01/2025	10/31/2026

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	240 W Alder St	Walla Walla	WA	99362-2807	USA

Payment Details

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AB3C	AB3 Camera Bundle	1	\$263.05	\$23.41	\$286.46
Year 1	BWCCore	Core BWC Bundle	1	\$1,244.70	\$90.85	\$1,335.55
<b>Total</b>				<b>\$1,507.75</b>	<b>\$114.26</b>	<b>\$1,622.01</b>

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AB3C	AB3 Camera Bundle	1	\$262.97	\$23.40	\$286.37
Year 2	BWCCore	Core BWC Bundle	1	\$1,244.33	\$90.82	\$1,335.15
<b>Total</b>				<b>\$1,507.30</b>	<b>\$114.22</b>	<b>\$1,621.52</b>

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AB3C	AB3 Camera Bundle	1	\$262.97	\$23.41	\$286.38
Year 3	BWCCore	Core BWC Bundle	1	\$1,244.33	\$90.83	\$1,335.16
<b>Total</b>				<b>\$1,507.30</b>	<b>\$114.24</b>	<b>\$1,621.54</b>

**Non-Binding Budgetary Estimate**

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**



**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS  
INTERAGENCY AGREEMENT—SPECIFIC TERMS AND CONDITIONS**

**BODY-WORN CAMERA (BWC) GRANT PROGRAM FY 2025**

**OVERVIEW:**

The Washington State Legislature, via budget proviso in the 2023 Legislative Session (see [ESSB 5187](#)), allocated \$1,600,000 to the Washington Association of Sheriffs and Police Chiefs (WASPC) for 2023-2025 biennium, for a body-worn camera grant program in order to assist law enforcement agencies to establish and expand body-worn camera programs. The funds are to be distributed to local law enforcement agencies to fund the following:

- the initial purchase, maintenance, and replacement of body-worn cameras;
- ongoing costs related to the maintenance and storage of data recorded by body-worn cameras;
- costs associated with public records requests for body-worn camera footage

**AGREEMENT:**

This AGREEMENT is entered into by and between the **WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS** (hereinafter referred to as WASPC) and the **WALLA WALLA COUNTY SHERIFF'S OFFICE** (hereinafter referred to as the RECIPIENT).

<b>Award Recipient Name and Address:</b> Walla Walla County Sheriff's Office 240 W Alder St #101 Walla Walla, WA 99362	<b>Agency Contact:</b> <b>Title:</b> Chief Janey Gutierrez <b>Email:</b> jgutierrez@co.walla-walla.wa.us <b>Phone:</b> 509-524-5417
<b>Project Title:</b> Body-Worn Camera Grant Program FY 2025	<b>Funding Cycle:</b> July 1, 2024 – June 30, 2025
<b>Agreement No:</b> BWC-25-13-A1	<b>Funding Authority:</b> WA Association of Sheriffs and Police Chiefs
<b>Grant Award:</b> \$57,878.19	<b>Service Area:</b> Walla Walla County

The WASPC point of contact for the Body-Worn Camera Grant Program is Sydney Hansen, Program Coordinator, 360-486-2402 or [shansen@waspc.org](mailto:shansen@waspc.org).

**FUNDING SOURCE:**

Funding for this AGREEMENT is provided to WASPC through the Criminal Justice Training Commission from the State of Washington. These are state funds allocated by the Washington State Legislature. Funding awarded the RECIPIENT shall not exceed the amount shown above.



**SCOPE OF WORK:**

Grant recipient shall:

- Use agency procurement procedures for the following:
  - \$859.22 for one AXON Body-worn Camera.
  - \$1622.01 for one-year AXON Body-worn Camera CORE Bundle (July 1, 2024-June 30, 2025)
  - \$55,396.96 for BWC redaction software, licensing, training and associated workstation upgrades for July 1, 2024-June 30, 2025.

Grant funds may not be used to purchase tasers or any other bundled contract items not associated with body-worn cameras.

Grant funds must be utilized, and all items purchased must be received on or before June 30, 2025, in compliance with the State Administrative and Accounting Manual.

[https://ofm.wa.gov/sites/default/files/public/legacy/policy/SAAM\\_24A-03\\_2024\\_06\\_01.pdf](https://ofm.wa.gov/sites/default/files/public/legacy/policy/SAAM_24A-03_2024_06_01.pdf)

**DATA COLLECTION AND REPORTING:**

The Body-Worn Camera Grant Report form (link below) shall be completed by July 15, 2025.



<https://waspc.formstack.com/forms/2025waspcbwcgrantreport>

**INVOICES FOR REIMBURSEMENT:**

Requests for reimbursement shall be included in the BWC Grant Report and must include a completed and signed [A-19](#) and any applicable receipts. Requests for reimbursement shall be submitted by July 15, 2025.

**SIGNATURE:**

IN WITNESS WHEREOF, WASPC and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

<b>For WASPC</b> Name: Kim Goodman Title: Chief of Staff Agency: Washington Association of Sheriffs & Police Chiefs Date: 7/31/2024	<b>For RECIPIENT</b> Name: Mark Crider Title: Sheriff Agency: Walla Walla County Sheriff's Office Date: 7/31/2024
Signature: 	Signature: 

**a) Action Agenda Items:**

- 1) Resolution – Bid award for Lower Waitsburg Road
- 2) Resolution – Bid award for Deck Repair – Hart and Gose Street Bridges

**b) Department update and miscellaneous**

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

**IN THE MATTER OF A BID AWARD  
FOR THE LOWER WAITSBURG ROAD  
PROJECT**



**RESOLUTION NO. 24**

**WHEREAS**, as advertised, a bid opening was held on Monday, August 5, 2024 for the Lower Waitsburg Road project, and the following bids were opened and read publicly:

- |   |                |
|---|----------------|
| 1) Tapani, Inc<br>Battle Ground, Washington                         | \$2,677,000.00 |
| 2) Nelson Construction Corp<br>Walla Walla, Washington              | \$2,703,703.00 |
| 3) Culbert Construction, Inc<br>Pasco, Washington                   | \$2,708,543.42 |
| 4) Goodman & Mehlenbacher Enterprises, Inc<br>Kennewick, Washington | \$2,864,312.65 |
| 5) Knife River Corporation – Mountain West<br>Clarkston, Washington | \$3,046,420.00 |
| 6) Granite Construction Company<br>Yakima, Washington               | \$3,307,209.50 |
| 7) M.A. DeAtley Construction, Inc<br>Clarkston, Washington          | \$3,395,344.90 |

**WHEREAS**, Tapani, Inc. submitted the lowest responsive, responsible bid, now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that the Lower Waitsburg Road project is awarded to Tapani, Inc. for \$2,677,000.00.

*Passed this 12<sup>th</sup> day of **August, 2024** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

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

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

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

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

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

WALLA WALLA COUNTY LOWER WATTSBURG ROAD CRP 19.01		ENGINEER'S ESTIMATE				TAPANI, INC BATTLE GROUND, WA AWARD		NELSON CONSTRUCTION WALLA WALLA, WA		CULBERT CONSTRUCTION PASCO, WA		GOODMAN & MEHLERBACHER KENNEWICK, WA		KNIFE RIVER CORP CLARKSTON, WA	
ITEM	ITEM DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	1.00	LS	\$267,600.00	\$267,600.00	\$260,000.00	\$260,000.00	\$131,203.44	\$131,203.44	\$266,209.50	\$266,209.50	\$200,000.00	\$200,000.00	\$275,000.00	\$275,000.00
2	CLEARING AND GRUBBING	14.00	ACRE	\$5,000.00	\$70,000.00	\$2,000.00	\$28,000.00	\$17,200.00	\$17,200.00	\$1,750.47	\$24,506.58	\$1,650.00	\$25,500.00	\$1,500.00	\$21,000.00
3	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00	LS	\$50,000.00	\$50,000.00	\$78,134.50	\$78,134.50	\$21,720.00	\$21,720.00	\$21,470.24	\$21,470.24	\$70,000.00	\$70,000.00	\$34,000.00	\$34,000.00
4	ROADWAY EXCAVATION INCL. HAUL	64414.00	CY	\$7.00	\$450,898.00	\$5.00	\$322,070.00	\$4.75	\$305,966.50	\$5.08	\$327,223.12	\$4.40	\$283,421.80	\$5.00	\$322,070.00
5	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	500.00	CY	\$90.00	\$225,000.00	\$30.00	\$15,000.00	\$19.00	\$9,500.00	\$24.75	\$27,375.00	\$30.00	\$25,000.00	\$19.00	\$9,500.00
6	EMBANKMENT COMPACTION	40978.00	CY	\$3.00	\$149,034.00	\$1.00	\$40,878.00	\$2.75	\$137,164.50	\$1.06	\$52,870.68	\$1.00	\$49,878.00	\$4.00	\$169,512.00
7	QUARRY SPALLS	18.00	CY	\$50.00	\$900.00	\$7.00	\$126.00	\$134.00	\$2,412.00	\$195.92	\$3,544.56	\$190.00	\$3,420.00	\$145.00	\$2,610.00
8	DITCH EXCAVATION INCL. HAUL	6554.00	CY	\$15.00	\$98,310.00	\$7.00	\$45,878.00	\$11.00	\$73,194.00	\$3.88	\$25,817.52	\$8.85	\$58,887.90	\$5.50	\$36,597.00
9	SOLID WALL PVC STORM SEWER PIPE 6 IN. DIAM.	16.00	LF	\$100.00	\$1,600.00	\$40.00	\$640.00	\$92.00	\$1,472.00	\$40.34	\$780.44	\$95.00	\$1,520.00	\$300.00	\$4,800.00
10	PLAIN STEEL CULV. PIPE 0.064 IN. TH. 12 IN. DIAM.	50.00	LF	\$120.00	\$120,000.00	\$65.00	\$6,825.00	\$81.00	\$7,290.00	\$59.24	\$5,331.60	\$105.00	\$5,250.00	\$130.00	\$11,700.00
11	PLAIN STEEL CULV. PIPE 0.064 IN. TH. 18 IN. DIAM.	169.00	LF	\$150.00	\$25,350.00	\$95.00	\$16,055.00	\$75.00	\$12,675.00	\$80.37	\$10,202.53	\$115.00	\$11,500.00	\$150.00	\$25,500.00
12	PLAIN STEEL CULV. PIPE ARCH 0.064 IN. TH. 35 IN. SPAN	599.00	LF	\$200.00	\$119,800.00	\$110.00	\$65,880.00	\$117.00	\$70,003.00	\$120.38	\$72,107.82	\$125.00	\$74,875.00	\$185.00	\$110,815.00
13	PLAIN STEEL CULV. PIPE ARCH 0.138 IN. TH. 71 IN. SPAN	75.00	LF	\$350.00	\$26,250.00	\$350.00	\$26,250.00	\$450.00	\$32,250.00	\$312.09	\$23,406.75	\$400.00	\$30,000.00	\$460.00	\$30,000.00
14	ALUMINUM BOX CULVERT 23'-4" X 7'-8"	1.00	LS	\$250,000.00	\$250,000.00	\$225,000.00	\$225,000.00	\$240,000.00	\$240,000.00	\$222,715.24	\$222,715.24	\$200,000.00	\$200,000.00	\$230,000.00	\$230,000.00
15	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1255.00	CY	\$15.00	\$18,825.00	\$32.00	\$40,160.00	\$4.25	\$5,333.75	\$7.77	\$9,751.35	\$40.00	\$50,200.00	\$35.00	\$43,925.00
16	SHORING OR EXTRA EXCAVATION CLASS A	1.00	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$1.00	\$1.00	\$1,719.94	\$1,719.94	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
17	CRUSHED SURFACING BASE COURSE	19998.00	CY	\$35.00	\$698,880.00	\$38.00	\$758,784.00	\$42.00	\$838,656.00	\$42.86	\$855,828.48	\$48.00	\$958,464.00	\$50.00	\$998,400.00
18	EMULSIFIED ASPHALT CRS-2P	225.00	TON	\$900.00	\$202,500.00	\$850.00	\$191,250.00	\$840.00	\$189,000.00	\$784.38	\$178,735.50	\$1,050.00	\$236,250.00	\$845.00	\$190,125.00
19	CRS-2P COST PRICE ADJUSTMENT	1.00	CALC	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
20	ASPHALT FOR POG SEAL	32.00	TON	\$775.00	\$24,800.00	\$850.00	\$27,200.00	\$840.00	\$26,880.00	\$794.38	\$25,420.16	\$1,350.00	\$43,200.00	\$845.00	\$27,040.00
21	FURNISHING AND PLACING CRUSHED SCREENING 1/2 INCH - NO	93105.00	SY	\$1.00	\$93,105.00	\$1.60	\$148,969.60	\$1.75	\$162,935.50	\$1.54	\$143,383.24	\$1.45	\$135,003.70	\$1.60	\$148,969.60
22	FURNISHING AND PLACING CRUSHED SCREENING NO. 4 - NO. 0	46553.00	SY	\$0.20	\$9,310.60	\$0.30	\$13,965.90	\$0.27	\$12,569.31	\$0.26	\$12,103.78	\$0.40	\$18,821.20	\$0.30	\$13,965.90
23	SEEDING, FERTILIZING, AND MULCHING	13.00	ACRE	\$3,000.00	\$39,000.00	\$2,500.00	\$32,500.00	\$2,550.00	\$33,150.00	\$2,398.53	\$31,180.89	\$2,000.00	\$26,000.00	\$2,550.00	\$33,150.00
24	CHECK DAM	47.00	EA	\$500.00	\$23,500.00	\$200.00	\$9,400.00	\$630.00	\$29,610.00	\$302.38	\$14,211.86	\$850.00	\$39,950.00	\$180.00	\$8,460.00
25	COMPOST SOCK	1559.00	LF	\$10.00	\$15,590.00	\$8.00	\$12,400.00	\$6.00	\$9,300.00	\$18.33	\$28,111.50	\$6.00	\$9,300.00	\$14.00	\$21,700.00
26	EROSION/WATER POLLUTION CONTROL	1.00	EST	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
27	PAINT LINE	30225.00	LF	\$0.25	\$9,556.25	\$0.32	\$12,232.00	\$0.24	\$9,174.00	\$0.34	\$12,996.50	\$0.25	\$33,500.00	\$0.30	\$11,467.50
28	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$36,169.83	\$36,169.83	\$205.00	\$205.00	\$60.00	\$60.00
29	PORTABLE CHANGEABLE MESSAGE SIGN	14.00	DAYS	\$360.00	\$5,040.00	\$280.00	\$3,920.00	\$280.00	\$3,920.00	\$280.00	\$3,920.00	\$205.00	\$2,870.00	\$60.00	\$840.00
30	PERMANENT SIGNING	1.00	LS	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$14,134.92	\$14,134.92	\$14,850.00	\$14,850.00	\$15,000.00	\$15,000.00
31	STOP BAR	84.00	LF	\$10.00	\$840.00	\$8.00	\$672.00	\$14.00	\$1,176.00	\$14.45	\$1,213.80	\$13.50	\$1,134.00	\$14.00	\$1,176.00



WALLA WALLA COUNTY LOWER WAITSBURG ROAD CRP 19-01		ENGINEER'S ESTIMATE		TAPPAN, INC BATTLE GROUND WA AWARD		NELSON CONSTRUCTION WALLA WALLA, WA		CULBERT CONSTRUCTION PASCO, WA		GOODMAN & HEULENBACHER KENNEWICK, WA		KNIFE RIVER CORP CLARKSTON, WA			
ITEM	ITEM DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
TRAFFIC															
32	GUIDE POST TYPE W	106.00	EA	\$50.00	\$5,300.00										
33	BRIDGE GUARDRAIL	175.00	LF	\$300.00	\$52,500.00										
34	BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 23	3.00	EA	\$5,000.00	\$15,000.00										
35	BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 24	1.00	EA	\$3,000.00	\$3,000.00										
36	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	3.00	EA	\$5,000.00	\$15,000.00										
37	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL (TL-2)	1.00	EA	\$5,000.00	\$5,000.00										
OTHER ITEMS															
38	STRUCTURE SURVEYING	1.00	LS	\$10,000.00	\$10,000.00										
39	ROADWAY SURVEYING	1.00	LS	\$30,000.00	\$30,000.00										
40	MALIBOX SUPPORT TYPE I	4.00	EA	\$750.00	\$3,000.00										
41	MALIBOX SUPPORT TYPE II	1.00	EA	\$1,000.00	\$1,000.00										
42	REMOVE AND RESET ADDRESS POST	418.00	LF	\$28.00	\$9,300.00										
43	ADJUST IRRIGATION	5.00	EA	\$500.00	\$2,500.00										
44	TRIMMING AND CLEANUP	1.00	LS	\$5,000.00	\$5,000.00										
45	SPEC PLAN	1.00	LS	\$500.00	\$500.00										
46	MONUMENT TYPE 2	4.00	EA	\$250.00	\$1,000.00										
47	MONUMENT TYPE 3	27.00	EA	\$400.00	\$10,800.00										
48	MINOR CHANGE	1.00	DOL	\$20,000.00	\$20,000.00										
TOTALS:					\$2,943,466.85		\$2,677,000.00		\$2,703,703.00		\$2,708,543.42		\$2,864,312.65		\$3,046,430.00

BID OPENING DATE: 8/5/2024

Alex Zitterkopf - Prepared

Tony Garcia - Approved



WALLA WALLA COUNTY LOWER WATTSBURG ROAD CRP 19-01		ENGINEER'S ESTIMATE			GRANITE CONSTRUCTION YAKIMA, WA			M.A. DARTLEY CLARKSTON, WA			CONTRACTOR ADDRESS		CONTRACTOR ADDRESS		CONTRACTOR ADDRESS	
ITEM	ITEM DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	MOBILIZATION	1.00	LS	\$257,600.00	\$257,600.00	\$265,000.00	\$265,000.00	\$335,000.00	\$335,000.00	\$335,000.00	\$335,000.00					
2	CLEARING AND GRUBBING	14.00	ACRE	\$5,000.00	\$70,000.00	\$1,100.00	\$15,400.00	\$1,500.00	\$21,000.00	\$21,000.00	\$21,000.00					
3	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00	LS	\$50,000.00	\$50,000.00	\$63,000.00	\$63,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00					
4	ROADWAY EXCAVATION INCL HAUL	64414.00	CY	\$7.00	\$450,898.00	\$5.50	\$354,277.00	\$10.00	\$644,140.00	\$644,140.00	\$644,140.00					
5	UNSUITABLE FOUNDATION EXCAVATION INCL HAUL	500.00	CY	\$50.00	\$25,000.00	\$2.00	\$1,000.00	\$17.00	\$8,500.00	\$8,500.00	\$8,500.00					
6	EMBANKMENT COMPACTION	49878.00	CY	\$3.00	\$148,634.00	\$3.00	\$148,634.00	\$2.00	\$99,756.00	\$99,756.00	\$99,756.00					
7	QUARRY SPALLS	18.00	CY	\$50.00	\$900.00	\$100.00	\$1,800.00	\$350.00	\$6,300.00	\$6,300.00	\$6,300.00					
8	DITCH EXCAVATION INCL HAUL	6654.00	CY	\$15.00	\$99,810.00	\$8.00	\$53,232.00	\$18.00	\$119,772.00	\$119,772.00	\$119,772.00					
9	SOLID WALL PVC STORM SEWER PIPE 6 IN. DIAM.	16.00	LF	\$100.00	\$1,600.00	\$15.00	\$240.00	\$85.00	\$1,360.00	\$1,360.00	\$1,360.00					
10	PLAIN STEEL CULV. PIPE 0.064 IN. TH. 12 IN. DIAM.	90.00	LF	\$120.00	\$10,800.00	\$85.00	\$5,850.00	\$90.00	\$8,100.00	\$8,100.00	\$8,100.00					
11	PLAIN STEEL CULV. PIPE 0.064 IN. TH. 18 IN. DIAM.	169.00	LF	\$160.00	\$27,040.00	\$75.00	\$12,675.00	\$100.00	\$16,900.00	\$16,900.00	\$16,900.00					
12	PLAIN STEEL CULV. PIPE ARCH 0.064 IN. TH. 35 IN. SPAN	599.00	LF	\$200.00	\$119,800.00	\$120.00	\$71,880.00	\$180.00	\$107,820.00	\$107,820.00	\$107,820.00					
13	PLAIN STEEL CULV. PIPE ARCH 0.138 IN. TH. 71 IN. SPAN	75.00	LF	\$350.00	\$26,250.00	\$370.00	\$27,750.00	\$430.00	\$32,250.00	\$32,250.00	\$32,250.00					
14	ALUMINUM BOX CULVERT 23"-X-7'-8"	1.00	LS	\$250,000.00	\$250,000.00	\$245,000.00	\$245,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00					
15	STRUCTURE EXCAVATION CLASS A INCL HAUL	1285.00	CY	\$15.00	\$19,275.00	\$5.00	\$6,425.00	\$18.00	\$22,950.00	\$22,950.00	\$22,950.00					
16	SHORING OR EXTRA EXCAVATION CLASS A	1.00	LS	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00					
17	CRUSHED SURFACING BASE COURSE	19968.00	CY	\$35.00	\$698,880.00	\$59.00	\$1,178,112.00	\$39.00	\$778,784.00	\$778,784.00	\$778,784.00					
18	EMULSIFIED ASPHALT CRS-2P	225.00	TON	\$500.00	\$112,500.00	\$1,050.00	\$236,250.00	\$1,050.00	\$236,250.00	\$236,250.00	\$236,250.00					
19	CRS-2P COST PRICE ADJUSTMENT	1.00	CALC	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00					
20	ASPHALT FOR FOG SEAL	32.00	TON	\$775.00	\$24,800.00	\$1,350.00	\$43,200.00	\$1,350.00	\$43,200.00	\$43,200.00	\$43,200.00					
21	FURNISHING AND PLACING CRUSHED SCREENING 1/2 INCH - NO	93106.00	SY	\$1.00	\$93,106.00	\$1.50	\$139,659.00	\$1.45	\$135,003.70	\$135,003.70	\$135,003.70					
22	FURNISHING AND PLACING CRUSHED SCREENING NO. 4 - NO. 0	48553.00	SY	\$0.20	\$9,710.60	\$0.50	\$24,276.50	\$0.40	\$19,421.20	\$19,421.20	\$19,421.20					
23	EROSION CONTROL AND PLANTING	13.00	ACRE	\$3,000.00	\$39,000.00	\$2,500.00	\$32,500.00	\$2,500.00	\$32,500.00	\$32,500.00	\$32,500.00					
24	SEEDING, FERTILIZING, AND MULCHING	47.00	EA	\$500.00	\$23,500.00	\$190.00	\$8,930.00	\$230.00	\$10,810.00	\$10,810.00	\$10,810.00					
25	CHECK DAM	47.00	EA	\$500.00	\$23,500.00	\$190.00	\$8,930.00	\$230.00	\$10,810.00	\$10,810.00	\$10,810.00					
26	COMPOST STOCK	1569.00	LF	\$10.00	\$15,690.00	\$9.00	\$13,960.00	\$8.00	\$12,400.00	\$12,400.00	\$12,400.00					
27	EROSION/WATER POLLUTION CONTROL	1.00	EST	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00					
28	PAINT LINE	38225.00	LF	\$0.55625	\$21,232.25	\$0.40	\$15,290.00	\$0.32	\$12,232.00	\$12,232.00	\$12,232.00					
29	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00	\$85,000.00	\$85,000.00	\$85,000.00	\$85,000.00					
30	PORTABLE CHANGEABLE MESSAGE SIGN	14.00	DAYS	\$350.00	\$4,900.00	\$305.00	\$4,270.00	\$300.00	\$4,200.00	\$4,200.00	\$4,200.00					
31	PERMANENT SIGNING	1.00	LS	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00					
	STOP BAR	84.00	LF	\$10.00	\$840.00	\$7.00	\$588.00	\$7.00	\$588.00	\$588.00	\$588.00					

WALLA WALLA COUNTY LOWER WATSBURG ROAD CRP 19-01		ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION YAKIMA, WA		M.A. DEATLEY CLARKSTON, WA		CONTRACTOR ADDRESS		CONTRACTOR ADDRESS		CONTRACTOR ADDRESS	
ITEM	DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
TRAFFIC													
32	GUIDE POST TYPE W	106.00	EA	\$50.00	\$5,300.00	\$22.00	\$2,332.00	\$40.00	\$4,240.00				
33	BRIDGE GUARDRAIL	175.00	LF	\$300.00	\$52,500.00	\$357.00	\$62,475.00	\$355.00	\$62,125.00				
34	BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 23	3.00	EA	\$5,000.00	\$15,000.00	\$5,800.00	\$17,400.00	\$5,800.00	\$17,400.00				
35	BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 24	1.00	EA	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00				
36	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	3.00	EA	\$5,000.00	\$15,000.00	\$4,400.00	\$13,200.00	\$4,400.00	\$13,200.00				
37	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL (TL-2)	1.00	EA	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00				
OTHER ITEMS													
38	STRUCTURE SURVEYING	1.00	LS	\$10,000.00	\$10,000.00	\$47,000.00	\$47,000.00	\$20,000.00	\$20,000.00				
39	ROADWAY SURVEYING	1.00	LS	\$30,000.00	\$30,000.00	\$6,900.00	\$6,900.00	\$25,000.00	\$25,000.00				
40	MAIL BOX SUPPORT TYPE I	4.00	EA	\$750.00	\$3,000.00	\$200.00	\$800.00	\$700.00	\$2,800.00				
41	MAILBOX SUPPORT TYPE II	1.00	EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$700.00	\$700.00				
42	REMOVE AND RESET FENCE	418.00	LF	\$20.00	\$8,360.00	\$21.00	\$8,778.00	\$14.00	\$5,852.00				
43	REMOVE AND RESET ADDRESS POST	5.00	EA	\$500.00	\$2,500.00	\$200.00	\$1,000.00	\$100.00	\$500.00				
44	ADJUST IRRIGATION	1.00	LS	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$8,000.00	\$8,000.00				
45	TRIMMING AND CLEANUP	1.00	LS	\$5,000.00	\$5,000.00	\$13,000.00	\$13,000.00	\$6,000.00	\$6,000.00				
46	SPEC PLAN	1.00	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00				
47	MONUMENT TYPE 2	4.00	EA	\$250.00	\$1,000.00	\$1,000.00	\$4,000.00	\$850.00	\$3,400.00				
48	MONUMENT TYPE 3	27.00	EA	\$400.00	\$10,800.00	\$550.00	\$14,850.00	\$350.00	\$9,450.00				
49	MINOR CHANGE	1.00	DOL	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00				
<b>TOTALS:</b>					<b>\$2,943,460.85</b>	<b>\$1,307,209.50</b>	<b>\$3,395,344.90</b>	<b>\$22,001.00</b>	<b>\$22,001.00</b>	<b>\$22,001.00</b>	<b>\$22,001.00</b>	<b>\$22,001.00</b>	<b>\$22,001.00</b>

BID OPENING DATE: 8/9/2024

Alex Zitekopf - Prepared  
Tomy Garcia - Approved

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

**IN THE MATTER OF A BID AWARD  
FOR THE DECK REPAIR – HART AND  
GOSE STREET BRIDGES PROJECT**



**RESOLUTION NO. 24**

**WHEREAS**, as advertised, a bid opening was held on Monday, August 5, 2024 for the Deck Repair – Hart and Gose Street Bridges project, and the following bids were opened and read publicly:

- |   |                |
|---|----------------|
| 1) Nelson Construction Corp<br>Walla Walla, Washington  | \$763,154.50   |
| 2) N.A. Degerstrom, Inc<br>Spokane Valley, Washington   | \$801,533.00   |
| 3) Hamilton Construction Company<br>Springfield, Oregon | \$838,911.50   |
| 4) MJ Hughes Construction, Inc<br>Vancouver, Washington | \$849,442.00   |
| 5) Razz Construction, Inc<br>Bellingham, Washington     | \$944,797.00   |
| 6) Conway Construction Company<br>Vancouver, Washington | \$949,782.50   |
| 7) Combined Construction, Inc<br>Mukilteo, Washington   | \$1,019,286.00 |
| 8) Granite Construction Company<br>Yakima, Washington   | Non-Responsive |

**WHEREAS**, Nelson Construction Corp submitted the lowest responsive, responsible bid, now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that the Deck Repair – Hart and Gose Street Bridges project is awarded to Nelson Construction Corp for \$763,154.50.

*Passed this 12<sup>th</sup> day of **August, 2024** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

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

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

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

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

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



WALLA WALLA COUNTY DECK REPAIR - HART AND GOSE BRIDGES CPR 22-05		ENGINEER'S ESTIMATE		NELSON CONSTRUCTION WALLA WALLA, WA AWARD		N.A. DEGERSTROM INC SPOKANE VALLEY, WA		GRANITE CONSTRUCTION YAKIMA, WA NON-RESPONSIVE		HAMILTON CONSTRUCTION SPRINGFIELD, OR		MJ HUGHES CONST. VANCOUVER, WA			
ITEM	DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	MOBILIZATION	1.00	LS	\$82,900.00	\$82,900.00	\$77,000.00	\$77,000.00	\$177,000.00	\$177,000.00	\$50,000.00	\$50,000.00	\$80,000.00	\$80,000.00		
2	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00	LS	\$50,000.00	\$50,000.00	\$22,000.00	\$22,000.00	\$25,000.00	\$25,000.00	\$12,500.00	\$12,500.00	\$28,500.00	\$28,500.00		
3	CRUSHED SURFACING TOP COURSE	37.00	TON	\$100.00	\$3,700.00	\$265.00	\$9,435.00	\$300.00	\$11,100.00	\$475.00	\$17,575.00	\$685.00	\$25,345.00		
4	HMA CL. 1/2 IN. PG 64H-28 HOT MIX ASPHALT	57.00	TON	\$520.00	\$30,210.00	\$390.00	\$22,230.00	\$255.00	\$14,535.00	\$620.00	\$35,340.00	\$165.00	\$9,405.00		
5	SCARIFYING CONC. SURFACE	978.00	SY	\$220.00	\$215,160.00	\$220.00	\$215,160.00	\$250.00	\$244,500.00	\$290.00	\$284,280.00	\$250.00	\$244,500.00		
6	TYPE 1 DECK REPAIR	258.00	SF	\$100.00	\$25,800.00	\$60.00	\$15,480.00	\$95.00	\$24,510.00	\$95.00	\$24,510.00	\$60.00	\$15,480.00		
7	TYPE 2 DECK REPAIR	182.00	SF	\$150.00	\$27,300.00	\$150.00	\$27,300.00	\$120.00	\$21,840.00	\$135.00	\$24,570.00	\$100.00	\$18,200.00		
8	MODIFIED CONC. OVERLAY - HART BRIDGE	758.00	CF	\$65.00	\$49,270.00	\$84.00	\$63,672.00	\$75.00	\$56,850.00	\$160.00	\$121,280.00	\$80.00	\$60,640.00		
9	MODIFIED CONC. OVERLAY - GOSE BRIDGE	645.00	CF	\$65.00	\$41,925.00	\$84.00	\$54,180.00	\$80.00	\$51,600.00	\$140.00	\$90,300.00	\$80.00	\$51,600.00		
10	FINISHING AND CURING MODIFIED CONC. OVERLAY	978.00	SY	\$180.00	\$176,040.00	\$40.00	\$39,120.00	\$35.00	\$34,230.00	\$15.00	\$14,670.00	\$180.00	\$176,040.00		
11	STEEL NOSING ANGLE	52.00	LF	\$100.00	\$5,200.00	\$95.00	\$4,940.00	\$350.00	\$18,200.00	\$425.00	\$22,100.00	\$200.00	\$10,400.00		
12	HMA JOINT SEAL AT BRIDGE END	144.00	LF	\$35.00	\$5,040.00	\$60.00	\$8,640.00	\$35.00	\$5,040.00	\$97.00	\$13,956.00	\$30.00	\$4,320.00		
13	EXPANSION JOINT SYSTEM SELF-LEVELING SEAL	95.00	LF	\$40.00	\$3,800.00	\$105.00	\$9,975.00	\$55.00	\$5,225.00	\$74.00	\$7,030.00	\$75.00	\$7,125.00		
14	EROSION CONTROL AND PLANTING	100.00	LF	\$20.00	\$2,000.00	\$35.00	\$3,500.00	\$8.00	\$800.00	\$16.00	\$1,600.00	\$15.00	\$1,500.00		
15	HIGH VISIBILITY SILT FENCE	60.00	LF	\$15.00	\$900.00	\$20.00	\$1,200.00	\$10.00	\$600.00	\$44.00	\$2,640.00	\$30.00	\$1,800.00		
16	INLET PROTECTION	4.00	EA	\$175.00	\$700.00	\$150.00	\$600.00	\$165.00	\$660.00	\$670.00	\$2,680.00	\$50.00	\$200.00		
17	EROSION/WATER POLLUTION CONTROL	1.00	EST	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00		
18	CEMENT CONC. TRAFFIC CURB AND GUTTER	37.00	LF	\$135.00	\$4,995.00	\$88.00	\$3,256.00	\$110.00	\$4,070.00	\$215.00	\$7,965.00	\$350.00	\$12,950.00		
19	CEMENT CONC. APRON	1.00	LS	\$5,000.00	\$5,000.00	\$13,500.00	\$13,500.00	\$7,000.00	\$7,000.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00		
20	PAINT LINE	781.00	LF	\$3.00	\$2,343.00	\$6.50	\$5,076.50	\$13.00	\$10,153.00	\$5.00	\$3,905.00	\$6.50	\$5,076.50		
21	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	\$50,000.00	\$50,000.00	\$125,000.00	\$125,000.00	\$52,000.00	\$52,000.00	\$93,000.00	\$93,000.00	\$30,000.00	\$30,000.00		
22	PORTABLE CHANGEABLE MESSAGE SIGN	28.00	DAY	\$25.00	\$700.00	\$200.00	\$5,600.00	\$115.00	\$3,220.00	\$204.00	\$5,712.00	\$110.00	\$3,080.00		
23	SURVEYING FOR MODIFIED CONC. OVERLAY	1.00	LS	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$3,450.00	\$3,450.00	\$3,500.00	\$3,500.00		
24	ROADWAY SURVEYING	1.00	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,285.00	\$2,285.00	\$2,250.00	\$2,250.00		
25	TRIMMING AND CLEANUP	1.00	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$1,310.00	\$1,310.00	\$5,000.00	\$5,000.00		
26	SPEC PLAN	1.00	LS	\$500.00	\$500.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00		
27	MINOR CHANGE	1.00	DOL	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
TOTALS:					\$832,483.00		\$763,154.50		\$801,532.00		\$850,230.00		\$828,911.50		\$849,442.00

Alex Zillerkopf - Prepared  
Tony Garcia - Approved



WALLA WALLA COUNTY DECK REPAIR - HART AND GOSE BRIDGES CRP 22-05		ENGINEER'S ESTIMATE			RAZZ CONSTRUCTION BELLINGHAM, WA		CONWAY CONSTRUCTION YANCOUVER, WA		COMBINED CONSTRUCTION MUKILTEO, WA		CONTRACTOR ADDRESS		CONTRACTOR ADDRESS		
ITEM	ITEM DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	1.00	LS	\$82,500.00	\$82,500.00	\$109,000.00	\$109,000.00	\$73,220.00	\$73,220.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$20,000.00	\$20,000.00
2	REMOVAL OF STRUCTURE AND OBSTRUCTION SURFACING	1.00	LS	\$90,000.00	\$90,000.00	\$19,000.00	\$19,000.00	\$15,000.00	\$15,000.00	\$30,800.00	\$30,800.00	\$30,800.00	\$30,800.00	\$5,000.00	\$5,000.00
3	CRUSHED SURFACING TOP COURSE	37.00	TON	\$100.00	\$3,700.00	\$128.00	\$4,736.00	\$75.00	\$2,775.00	\$306.00	\$11,322.00	\$11,322.00	\$11,322.00	\$20,000.00	\$20,000.00
4	HMA CL. 12 IN PG 64H-28 HOT MIX ASPHALT	57.00	TON	\$530.00	\$30,210.00	\$375.00	\$21,375.00	\$750.00	\$42,750.00	\$370.00	\$21,090.00	\$21,090.00	\$21,090.00	\$20,000.00	\$20,000.00
5	SCARFING CONC. SURFACE	978.00	SY	\$220.00	\$215,160.00	\$350.00	\$342,300.00	\$390.00	\$381,420.00	\$340.00	\$332,520.00	\$332,520.00	\$332,520.00	\$20,000.00	\$20,000.00
6	TYPE 1 DECK REPAIR	258.00	SF	\$100.00	\$25,800.00	\$80.00	\$20,640.00	\$12.00	\$3,096.00	\$30.00	\$7,740.00	\$7,740.00	\$7,740.00	\$20,000.00	\$20,000.00
7	TYPE 2 DECK REPAIR	182.00	SF	\$160.00	\$29,120.00	\$135.00	\$24,570.00	\$90.00	\$16,380.00	\$100.00	\$18,200.00	\$18,200.00	\$18,200.00	\$20,000.00	\$20,000.00
8	MODIFIED CONC. OVERLAY - HART BRIDGE	738.00	CF	\$65.00	\$48,018.00	\$115.00	\$84,870.00	\$35.00	\$26,130.00	\$125.00	\$92,250.00	\$92,250.00	\$92,250.00	\$20,000.00	\$20,000.00
9	MODIFIED CONC. OVERLAY - GOSE BRIDGE	645.00	CF	\$65.00	\$41,925.00	\$115.00	\$74,175.00	\$35.00	\$22,575.00	\$125.00	\$80,625.00	\$80,625.00	\$80,625.00	\$20,000.00	\$20,000.00
10	FINISHING AND CURING MODIFIED CONC. OVERLAY	978.00	SY	\$180.00	\$176,040.00	\$61.00	\$59,658.00	\$200.00	\$195,600.00	\$80.00	\$78,240.00	\$78,240.00	\$78,240.00	\$20,000.00	\$20,000.00
11	STEEL NOSING ANGLE	52.00	LF	\$100.00	\$5,200.00	\$175.00	\$9,100.00	\$200.00	\$10,400.00	\$650.00	\$33,800.00	\$33,800.00	\$33,800.00	\$20,000.00	\$20,000.00
12	HMA JOINT SEAL AT BRIDGE END	144.00	LF	\$35.00	\$5,040.00	\$15.00	\$2,160.00	\$40.00	\$5,760.00	\$45.00	\$6,480.00	\$6,480.00	\$6,480.00	\$20,000.00	\$20,000.00
13	EXPANSION JOINT SYSTEM SELF-LEVELING SEAL	95.00	LF	\$40.00	\$3,800.00	\$75.00	\$7,125.00	\$80.00	\$7,600.00	\$100.00	\$9,500.00	\$9,500.00	\$9,500.00	\$20,000.00	\$20,000.00
14	EROSION CONTROL AND PLANTING	100.00	LF	\$20.00	\$2,000.00	\$15.00	\$1,500.00	\$9.00	\$900.00	\$40.00	\$4,000.00	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00
15	COMPOST SOCK	60.00	LF	\$15.00	\$900.00	\$9.00	\$540.00	\$6.00	\$360.00	\$10.00	\$600.00	\$600.00	\$600.00	\$20,000.00	\$20,000.00
16	HIGH VISIBILITY SILT FENCE	4.00	EA	\$175.00	\$700.00	\$350.00	\$1,400.00	\$65.00	\$260.00	\$115.00	\$460.00	\$460.00	\$460.00	\$20,000.00	\$20,000.00
17	EROSION/WATER POLLUTION CONTROL	1.00	EST	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$20,000.00	\$20,000.00
18	CEMENT CONC. TRAFFIC CURB AND GUTTER	37.00	LF	\$135.00	\$4,995.00	\$100.00	\$3,700.00	\$100.00	\$3,700.00	\$100.00	\$3,700.00	\$3,700.00	\$3,700.00	\$20,000.00	\$20,000.00
19	CEMENT CONC. ABRON	1.00	LS	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
20	PAINT LINE	781.00	LF	\$3.00	\$2,343.00	\$8.00	\$6,248.00	\$6.50	\$5,076.50	\$9.00	\$7,029.00	\$7,029.00	\$7,029.00	\$20,000.00	\$20,000.00
21	PROJECT TEMPORARY TRAFFIC CONTROL	1.00	LS	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$66,680.00	\$66,680.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00	\$20,000.00	\$20,000.00
22	PORTABLE CHANGEABLE MESSAGE SIGN	28.00	DAY	\$25.00	\$700.00	\$300.00	\$8,400.00	\$100.00	\$2,800.00	\$250.00	\$7,000.00	\$7,000.00	\$7,000.00	\$20,000.00	\$20,000.00
23	SURVEYING FOR MODIFIED CONC. OVERLAY	1.00	LS	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0,780.00	\$6,780.00	\$6,780.00	\$6,780.00	\$20,000.00	\$20,000.00
24	ROADWAY SURVEYING	1.00	LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$4,450.00	\$4,450.00	\$4,450.00	\$4,450.00	\$20,000.00	\$20,000.00
25	TRAINING AND CLEANUP	1.00	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
26	SPCC PLAN	1.00	LS	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
27	MINOR CHANGE	1.00	DOL	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTALS:					\$332,483.00		\$944,797.00		\$949,782.50		\$1,019,286.00		\$22,000.00		\$22,000.00

Alex Zilberkopf - Prepared  
  
 Tony Garcia - Approved

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



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To: Board of County Commissioners

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

Date: 7 August 2024

Re: Director's Report for the Week of 5 August 2024

**Board Action: 12 August 2024**

**Action Agenda Items:**

**In the Matter of a Bid Award for Lower Waitsburg Road**

**In the Matter of a Bid Award for Deck Repair – Hart and Gose St Bridges**

**Miscellaneous Items:**

**In the Matter of a Presentation With the City of Walla Walla to Give a 20-Minute Update on Myra Road South Extension – SR 125-Taumarson**

**MILL CREEK FLOOD CONTROL ZONE DISTRICT:**

- Continuing Authorities Program (CAP) 205 project: **In the design phase** – The 60% design is almost complete. The right-of-way acquisition phase will start soon thereafter.

**ENGINEERING:**

- Lower Waitsburg Rd: Awarding bid.
- Deck Repair Hart and Gose St Bridges: Awarding bid.
- Mill Creek Rd MP 6.5 to MP 8.0: Working on design.
- Wallula Bridge: Consultant is working on design.
- Five Mile Bridge: Consultant is working on design.
- Reser Road: Consultant is working on preliminary design.
- SS4A (Safe Streets for All): Consultant is working on the plan components.
- Peppers Bridge Road: Road is open to traffic. Working on project close out.

**MAINTENANCE/FLEET MANAGEMENT:**

- South Crew – Cleaning ditches and working on bridge repairs.
- North Crew – Cleaning ditches and cleaning culverts.
- Vegetation & Signs – Sign maintenance as needed and paint striping.
- Garage – Services and repairs, and prepping equipment for upcoming projects.

**ADMINISTRATION:**

- Attended monthly Elected Official/Department Head meeting.
- Held weekly Staff Meeting.



a) **Action Agenda Items:**

- 1) Resolution – Approving Agreement Form between Walla Walla County and Washington Military Department Emergency Management Division for Extreme Weather Response
- 2) Discussion/possible action re HB1590 – Implementation in Walla Walla County presentation on July 8, 2024

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

IN THE MATTER OF APPROVING  
AGREEMENT FORM BETWEEN  
WALLA WALLA COUNTY AND  
WASHINGTON MILITARY  
DEPARTMENT EMERGENCY  
MANAGEMENT DIVISION FOR  
EXTREME WEATHER RESPONSE



**RESOLUTION NO. 24**

**WHEREAS**, Washington Military Department Emergency Management Division has proposed an agreement with Walla Walla County through June 30, 2025; and

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

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

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve agreement as outlined above and sign the same including any future amendments to this agreement.

*Passed this 12<sup>th</sup> day of August, 2024 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

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

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

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

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

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

**WASHINGTON MILITARY DEPARTMENT  
EMERGENCY MANAGEMENT DIVISION**

**EXTREME WEATHER RESPONSE GRANT  
RESPONSE FUNDS  
AGREEMENT FORM**

**ATTACHMENT A**

**SPECIAL TERMS AND CONDITIONS**

**I. INTRODUCTION**

The Washington Military Department (WMD) herein known as "the DEPARTMENT", through the Emergency Management Division, coordinates and facilitates the implementation of Extreme Weather Grant (EWG). The DEPARTMENT is authorized to enter into agreements with political subdivisions to reimburse Applicant for eligible expenses allowed under the Extreme Weather Grant funds. By submitting this Application & Agreement Form ("Agreement"), Applicant agrees to and accepts all terms and conditions listed in Attachment A and Attachment B.

**II. ADMINISTRATIVE REQUIREMENTS**

- A. The Parties shall use the following to determine allowable cost principles: State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM); and the Local Government Budget and Accounting Reporting System (BARS).

**III. ELIGIBLE EXPENSES AND PRIORITIES ESTABLISHED BY LEGISLATURE**

Priorities for expenditure of Extreme Weather Grant funds have been established by both the state legislature and the DEPARTMENT:

- A. The purpose of Engrossed Substitute Senate Bill 5187 Sec. 148 (11) is for the DEPARTMENT to administer grants to local governments and federally recognized tribes for costs to respond to community needs during periods of extremely hot or cold weather or in situations of severe poor air quality from wildfire smoke.
- B. The DEPARTMENT has general authority to enter into agreements with political subdivisions per RCW 38.52.030 (9): "The director, subject to the direction and control of the governor, shall prepare and administer a state program for emergency assistance to individuals within the state who are victims of a natural, technological, or human-caused disaster, as defined by RCW 38.52.010 (13). Such program may be integrated into and coordinated with disaster assistance plans and programs of the federal government which provide to the state, or through the state to any political subdivision thereof, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of assistance to individuals affected by a disaster."

**IV. INELIGIBLE COSTS**

Costs not identified as Eligible or Approved Conditionally Eligible Cost under this Agreement are considered ineligible for reimbursement. Ineligible costs include the following:

- A. *Bad Debts* - any losses arising from uncollectible accounts and other claims and related costs.
- B. *Contributions to a contingency reserve* - any funds set aside by the Applicant to reimburse unanticipated expenses. Such reserves are not eligible for reimbursement.
- C. *Depreciation* - of facilities or equipment.
- D. *Entertainment* - amusements, social activities, and any related incidental costs, including meals, beverages, lodging, rentals, transportation, and gratuities.
- E. *Fines and penalties* - costs resulting from violations of, or failure to comply with, federal, state, or local laws.

- F. *General expenses, beyond the statement of work, required to carry out overall government responsibilities* - including the salaries and expenses of the chief executive and their staff. Governments include state, local, and federally recognized Indian tribal governments. This restriction does not include the portion of salaries and expenses by the chief executive and staff that are directly attributable to managing and administering Whatcom Disaster Recovery Grant funds.
- G. *Illegal costs* - costs incurred as a result of procurement practices not in compliance with state or federal procurement laws may be ineligible and not reimbursed at the sole discretion of the DEPARTMENT.
- H. *Interest and other financial costs* - interest on debt, bond discounts, cost of financing and refinancing operations, and legal and professional fees are ineligible, except when authorized by state law.
- I. *Late / past due fees* - incurred by failing to pay vendor invoices, permit fees, or to return items in a timely manner.
- J. *Legal expenses* - related to claims against the Department, and legal services furnished by the chief legal officer of the state, local, or Native American tribal government (or his/her staff) solely for the purpose of discharging his/her general responsibilities as legal officer.
- K. *Legislative expenses* - salaries and other expenses of members of the state Legislature or similar local governmental bodies (e.g., county boards), if incurred in the members' official capacity.
- L. *Lobbying* - expenses related to lobbying activities.
- M. *Personal injury compensation* - or damages arising from activities under this grant, whether determined by adjudication, arbitration, negotiation, or otherwise.

#### **V. BUDGET, REIMBURSEMENT, AND TIMELINE**

- A. Within the total Grant Award Amount, travel, contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis.
- B. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Award Amount.
- C. If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Applicant is required to provide copies of receipts to the DEPARTMENT for any travel related expenses other than authorized meals and mileage.
- D. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the DEPARTMENT) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted along with DEPARTMENT required forms and application procedures for the Extreme Weather Grant.  
  
Reimbursement request totals should be commensurate to the time spent processing by the Applicant and the DEPARTMENT.
- E. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Applicant consistent with record retention requirements of this Agreement and be made available upon request by the DEPARTMENT, federal, state, and local auditors.
- F. All work under this Agreement must end on or before the Qualifying Disaster Incident End Date. The Application and Agreement Form, reimbursement request, and other required application documents must be submitted to the Department within sixty (30) days after the Qualifying Disaster Incident End Date, except as otherwise authorized by a written notification from the DEPARTMENT to the Applicant to provide additional time for completion of the Applicant's activities under this Agreement.

- G. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Applicant, its contractor, or any non-government entity to which the Applicant makes an award or payment and is invoiced by the vendor.
- H. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement will prohibit the Applicant from being reimbursed until such reports are submitted and the DEPARTMENT has had reasonable time to conduct its review.
- I. Applicant shall only use EWG funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-state funds that have been budgeted for the same purpose. The Applicant may be required to demonstrate and document that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

**VI. PAYMENT**

Approved payment by the DEPARTEMENT to the Applicant shall only be made as reimbursement for eligible expenses approved by the DEPARTMENT within the Qualifying Disaster Incident Period. Work started or expenses incurred prior to and/or not completed within the Qualifying Disaster Incident Period will not be eligible for reimbursement. The Applicant shall not request payment in anticipation of expenditures not yet incurred.

**VII. THE APPLICANT AGREES TO:**

- A. Use of Funding: The Applicant warrants that the award funds provided by the DEPARTMENT shall be used by the Applicant solely for reimbursement of those approved incurred eligible expenses as described in Engrossed Substitute Senate Bill 5187 Sec. 148 (11), incorporated herein, to fund Extreme Weather Shelter reimbursements. Reimbursement shall be made consistent with DEPARTMENT policies for eligible activities and costs under this grant.
- B. Duplication of Benefits: The Applicant shall establish clear sequence of delivery and make efforts to prevent any duplication of benefits of federal, other state agency, private insurance, or non-profit for extreme heat, cold, and poor air quality shelters.
- C. Compliance with Law: The Applicant will comply with all applicable state and federal laws.

**VIII. THE MILITARY DEPARTMENT AGREES TO:**

- A. Within thirty (30) days of approval of signed, dated invoice vouchers (Form A-19), and upon satisfactory completion of tasks and documentation of costs, as required under this Agreement, the DEPARTMENT will reimburse the Applicant up to the maximum allowable grant amount, or actual cost, whichever is lower as authorized by this Agreement.
- B. If a question arises about the requested reimbursement, the Applicant will be notified via e-mail and/or telephone call and will have five (5) working days to provide the requested information. If information satisfactory to the DEPARTMENT has not been provided within that time, the expense in question will be subtracted and the balance of approved eligible incurred expenses will be processed for reimbursement.

**GENERAL TERMS AND CONDITIONS****1) DEFINITIONS**

As used throughout this Application the following terms shall have the meanings set forth below:

- A. "DEPARTMENT" shall mean the Washington State Military DEPARTMENT (WMD).
- B. "Applicant" shall mean the named city, county or tribe performing extreme heat, cold, and poor air quality sheltering activities under this Application. It shall include any contractor retained by the Applicant as permitted under the terms of this Application.
- C. "Contractor" shall mean one, not in the employment of the Applicant, who is performing all or part of those services under this Application under a separate contract with the Applicant.
- D. "WAC" is defined and used herein to mean the Washington Administrative Code.
- E. "RCW" is defined and used herein to mean the Revised Code of Washington.

**2) ACCESS TO PUBLIC RECORDS**

- A. The Parties acknowledge that the DEPARTMENT is subject to the Public Records Act, Chapter 42.56 RCW, and that records prepared, owned, used, or retained by the DEPARTMENT relating to the conduct of government or the performance of any governmental or proprietary function are available for public inspection or copying, except as exempt under RCW 42.56 or other statute which exempts or prohibits disclosure of specific information or records.
- B. The Applicant shall provide access to data generated under this Application to the DEPARTMENT and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Applicant's reports, including computer models and methodology for those models.
- C. Access to Data - State law prohibits state agencies from entering into agreements when the contractor could charge additional costs to the agency, the Joint Legislative Audit and Review Committee, or the Office of the State Auditor for access to data generated under the Application. Therefore, all such data will be provided at no additional expense. For the purposes of this requirement, "data" includes all information that supports the findings, conclusions, and recommendations of the contractor's reports, including computer models and methodology for those models.

**3) ADVANCE PAYMENTS PROHIBITED**

No payments in advance or in anticipation of services or supplies to be provided under this Application shall be made by the DEPARTMENT.

**4) AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq. (also referred to as the "ADA") and its implementing regulations at 28 CFR Part 35.**

The Applicant must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

**5) ATTORNEY'S FEES**

Except as provided in the section entitled "Recapture Provisions", in the event of litigation or other action brought to enforce the terms of this Application or alternate dispute resolution process, each party agrees to bear its own attorney's fees and costs.

**6) COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND DEPARTMENT POLICIES**

The Applicant shall comply with, and the DEPARTMENT is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the ADA; ethics in laws and policies; Public Disclosure (RCW 42.56); and safety and health regulations. In the event of the Applicant's noncompliance or refusal to comply with any applicable law, regulation,



executive order, or policy, the DEPARTMENT may rescind, cancel, or terminate the Application whole or in part in its sole discretion. The Applicant is responsible for all costs or liability arising from its failure to comply with applicable law, regulation, executive order, or policy.

**7) APPLICANT'S EMPLOYEES NOT EMPLOYEES OF DEPARTMENT**

The Applicant and/or employees, contractors, or agents performing under this Application, are not employees or agents of the DEPARTMENT in any manner whatsoever. The Applicant will not be presented as nor claim to be an officer or employee of the DEPARTMENT or of the State of Washington for any reason, nor will the Applicant make any claim, demand, or application to or for any right, privilege, or benefit applicable to an officer or employee of the DEPARTMENT or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege, or benefit which would accrue to a civil service employee under RCW 41.06. It is understood that if the Applicant is another state agency, the officers and employees are employed by the State of Washington in their own right.

**8) DISCLOSURE**

The use or disclosure by any Party of any information concerning the DEPARTMENT, or its Extreme Weather Grant funds and program, for any purpose not directly connected with the administration of the DEPARTMENT's or the Applicant's responsibilities with respect to services provided under this Application is prohibited except by prior written consent of the DEPARTMENT or as required to comply with RCW 42.56, the Public Records Act, or court order.

**9) DISPUTES**

Except as otherwise provided in this Application, when a bona fide dispute arises between the Parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The Parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the DEPARTMENT, a representative appointed by the Applicant, and a third party mutually agreed upon by both Parties. The team shall, by majority vote, resolve the dispute. The Parties agree that this dispute process shall be final and there will be no appeal of the decision.

**10) GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County. The Applicant, by execution of this Agreement, acknowledges the jurisdiction of the courts of Washington in this matter.

**11) HOLD HARMLESS**

The Applicant agrees to defend, hold harmless, and indemnify the State of Washington and the DEPARTMENT, their officers, agents, employees, and assigns against any and all damages or claims from damages resulting or allegedly resulting from the Applicant's performance or activities hereunder, including the performance of any contractor(s).

**12) INSURANCE, INDUSTRIAL COVERAGE**

Prior to performing work under this Agreement, the Applicant shall provide industrial insurance coverage for the Applicant's employees, as may be required by Title 51 RCW. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the Applicant, which may arise during the performance of services under this Agreement. Before the start of any work required by this Agreement, the Applicant shall deliver to the DEPARTMENT certificates of insurance reflecting that the Applicant has obtained any insurance coverage required by this section.

**13) INSURANCE, GENERAL COVERAGE**

The DEPARTMENT and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against the DEPARTMENT and its employees, officers, and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Applicant

hereby notifies the DEPARTMENT that Applicant has full loss coverage for itself, its officers, employees, and agents, through self-insurance and/or the purchase of insurance. Upon the DEPARTMENT's request, Applicant will provide the DEPARTMENT with details of its self-insured retention, proof of its additional insurance, and all loss coverage. This program of self-insurance and/or purchased insurance includes general liability, automobile liability, workers compensation, and employers' liability.

#### **14) LIABILITY**

To the extent permitted by applicable law, each party to this Agreement shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, contractors, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

#### **15) LIMITATION OF AUTHORITY**

Only the assigned Authorized Signature for the DEPARTMENT or an assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by the authorized person.

#### **16) LOSS OF FUNDING**

In the event funding from state sources is withdrawn, reduced, or limited in any way after the effective date of the Agreement, the DEPARTMENT may suspend or terminate, or renegotiate the Agreement, without cause under the "Termination" clause and without the thirty (30) day notice requirement.

#### **17) NONASSIGNABILITY**

Neither this Agreement, nor any claim arising under this Agreement, nor the work to be provided under this Agreement, and any claim arising thereunder, shall be assigned or delegated by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **18) NONDISCRIMINATION**

By submitting all application requirements, the Applicant shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- A. Nondiscrimination in Employment: The Applicant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. This requirement does not apply, however, to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
- B. The Applicant shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, national origin, citizenship or immigration status, family with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of trained dog guide or service animal by a person with a disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment selection for training, including apprenticeships and volunteers.

#### **19) RECAPTURE PROVISION**

In the event the Applicant fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws and/or the provisions of the Agreement, the DEPARTMENT reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Agreement of funds under this recapture provision shall occur within thirty (30) days of demand.

In the event the DEPARTMENT is required to institute legal proceedings to enforce the recapture provision, the DEPARTMENT shall be entitled to its costs thereof, including attorney fees, from the Applicant.

## **20) RECORDS, MONITORING, AND AUDIT ACCESS**

- A. The Applicant shall perform under the terms of the Agreement and the DEPARTMENT may conduct reasonable and necessary monitoring of this grant.
- B. To permit such monitoring, the Applicant shall maintain books, records, documents, and other evidence, and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the DEPARTMENT, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or agreement.
- C. The Applicant will retain all books, records, documents, and other materials relevant to this Agreement for six (6) years from the date final payment is made hereunder and make them available for inspection by persons authorized under this provision.
- D. The DEPARTMENT or the State Auditor or any of their representatives and federal officials so authorized by law, rule, regulation, or agreement shall have full access to and the right to examine during normal business hours and as often as the DEPARTMENT or the State Auditor may deem necessary, all of the Applicant's records with respect to all matters covered in this Agreement. Such rights last for six (6) years from the date final payment is made hereunder.
- E. The Applicant shall cooperate with and freely participate in any monitoring, audit or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this Agreement.

## **21) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## **22) CONTRACTING**

The Applicant shall comply with all applicable procurement laws, rules, and requirements. This will include the use of a competitive procurement process in the award of any contracts with its contractors and sub-contractors that are entered into under this Agreement. All contracting and sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

## **23) TERMINATION**

- A. If, through any cause, the Applicant or its contractors or sub-contractors shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Applicant or its contractors or sub-contractors shall violate any of its covenants, agreements, or stipulations of this Agreement, the DEPARTMENT shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Applicant describing such default or violation.
- B. Notwithstanding any provisions of this Agreement, either party may terminate this Agreement without cause by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Agreement is so terminated, the DEPARTMENT shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination. Upon notice of such termination, the DEPARTMENT reserves the right to suspend all or part of the Agreement, withhold further payments, and prohibit the Applicant from incurring additional obligations of funds.
- C. Reimbursement for eligible expenses incurred by the Applicant prior to the effective date of such termination shall be as the DEPARTMENT reasonably determines.

D. The DEPARTMENT may unilaterally terminate or suspend all or part of this Agreement without cause, or may reduce its statement of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Agreement.

**24) TRAVEL AND SUBSISTENCE REIMBURSEMENT**

If reimbursement of travel or subsistence expenses are included as part of this Agreement, they shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended. The Applicant is required to provide to the DEPARTMENT copies of receipts for any travel related expenses other than meals and mileage that are authorized under this Agreement.

**25) TREATMENT OF ASSETS**

Upon successful completion of the terms of this Agreement, all assets, including equipment, purchased through this Agreement will be owned by the Applicant unless otherwise specified by the funding source. The Applicant shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

**26) WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the Director or Contracts Administrator and attached to the original Agreement.

**Please upload a signed copy of this Agreement through your online application for the Extreme Weather Response Grant.**

If your application is approved, you will receive an official notice that you are eligible to submit reimbursement requests for each qualifying event during the performance period of this grant from July 1, 2024 – June 30, 2024.

Approved applicants with signed Agreement forms must meet the requirements listed below to be eligible for reimbursement. For each reimbursement request submitted, you will receive an official award letter that includes your award amount.

**IMPORTANT NOTE:** Reimbursement is **not guaranteed** and is contingent upon the availability of funds. Funding will be provided to all qualifying applicants on a first-come, first-served basis until the allocated funds are exhausted. Reimbursement decisions, including full, partial, or no reimbursement, are at the discretion of WMD and dependent on the remaining funding.

An applicant is eligible to submit a reimbursement packet if the following steps are completed:

- **Meet Extreme Weather Event Criteria** – For an event to qualify under this grant, jurisdiction must experience and/or have the following in place:
  1. An Extreme Weather Event existed in jurisdiction.
    - Extreme Heat, Extreme Cold and/or unhealthy Air Quality
  2. Sheltering is needed to meet health recommendation levels established by the Regional and/or Local/Tribal Public Health or other decision-making officials.
    - Local/Tribal determination of temperature levels for heating and cooling sheltering requirements.
    - Air Quality level for Wildfire smoke shelters.

**AND/OR**

If no local guidelines are in place, the following criteria will be used:

- A National Weather Service Advisories level of "Warning" for extreme heat and extreme cold will be used to determine eligibility.
  - "Unhealthy for All" category of AirNow Air Quality Index (or Air Quality Index value of 151 or higher) due to wildfire smoke.
- **Send notice of shelter periods** – Approved applicants must notify WMD/EMD Human Services of shelter operating periods for a qualifying Extreme Weather event within 15 days after the shelter closing date by sending an email to [humanservicesgrants@mil.wa.gov](mailto:humanservicesgrants@mil.wa.gov).
    - Notice should include the criteria met by the qualifying weather event, along with the start and end date period of the shelter operations and estimated incurred costs if available.
    - You will receive a response letter from WMD that includes information on funding availability, and whether your request will receive full, partial, or no reimbursement for your shelter costs based on your cost estimates.
  - **Incur Costs** – Approved applicants must prepare supporting documents to show incurred eligible costs as described in this Grant Program Plan for the benefit of vulnerable populations.
  - **Submit Reimbursement Request** – Approved applicant must submit their Reimbursement Request Packet online within 90 days after the end of sheltering operations in response to the qualifying extreme weather event. Packet must include:
    - A19-1A Invoice Voucher.
    - Detailed Accounting/Expenditure Reports showing payments made for shelter costs incurred.

- o Copies of invoice payments or receipts supporting expenditure reports.
- o Any other documentation that supports the legitimacy of the expenditures such as, but not limited to, contracts, credit card statements, internal logs, or spreadsheets.

WMD will process payment of request within 30 days of receiving the reimbursement request. All reimbursement requests must be submitted by July 10, 2025, to meet end of state fiscal year agency close-out timelines. All requests must be submitted on or before this deadline to be eligible for reimbursement. Approved applicants are encouraged to submit their requests as early as possible to allow ample time for review and processing.

NOTE: If city or town application is approved, a courtesy notice will be sent to your county emergency management for their awareness of your application. The purpose of notifying county emergency management about city or town applications is to ensure that they are aware of grant activities within their jurisdiction. This notification serves as a courtesy notice to keep the county informed about the projects and funding being pursued under the Extreme Weather Response Grant Program. We do not expect any actions or interventions from the county; rather, this is simply to maintain transparency and enhance communication. By keeping the county emergency management aware of these activities, we aim to foster better coordination and understanding of the efforts being undertaken to support our communities during extreme weather events.

By completing and submitting this Agreement form and the Online Application Form, Applicant acknowledges and accepts terms of this Agreement and the Grant Program Plan referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**Completed by:**

**Signature:** Amy Osterman

**First & Last Name:** Amy Osterman

**Job Title:** Human Services Division Manager

**Date Completed:** 8/6/2024

**Email Address & Phone:** aosterman@co.walla-walla.wa.us, 509-524-2683

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**Authorizing Personnel of Applicant:**

**Signature:** \_\_\_\_\_

**First & Last Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_



# HB 1590 IMPLEMENTATION IN WALLA WALLA COUNTY

## What is HB 1590?

HB 1590 (passed February 19, 2020) authorizes county or city legislative authorities to impose a 0.1% local sales and use tax for housing and related services. HB 1590 can either be imposed by councilmanic action or a vote of the people.

## Why is 1590 needed in Walla Walla County?

- 28.2% rental households are severely cost burdened in Walla Walla County.
- There are not enough behavioral healthcare providers to meet the needs of the community, provider to patient ratio is 310:1.
- Gap in available permanent supportive housing units.

Walla Walla County 2023 Community Needs Assessment identified “**more affordable places to live**” as the top area for improvement in the County.

## What can the revenues be used for?

- A minimum 60% of the revenues must be collected for constructing affordable housing, affordable housing units, facilities providing housing related services, or mental and behavioral health-related services, or to fund the operations and maintenance costs of newly constructed affordable housing, facilities providing housing-related services, or evaluation and treatment centers.
- Must serve people with income below 60% of area median income.
- Remaining 40% of revenues must be used for operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services.

## Revenue Generation in Walla Walla County

- This 0.1% sales tax increase will cost the average citizen **\$16 a year**.
- Estimated to generate **\$1.1 million annually**.

## PROPOSED GOALS (W/METRICS) FOR USE OF 1590 FUNDS

### Target a portion of HB 1590 Funds to Behavioral Health

Increase the numbers of beds available for behavioral health needs, including but not limited to crisis, residential, or supportive housing, through the end of year 2026. Increase percentage of providers accepting new patients, and increase current behavioral health workforce to meet current gaps in care.

### Increase housing supply

Increase year over year new unit starts, by type, by 25%. Encourage a range of new housing production, targeting starter homes and affordable to low- and moderate-income households. Increase number of co-located behavioral health programs and new affordable housing facilities.

### Increase affordable housing for low-income households

Target adding 100 new affordable units each year across the county. Develop a pipeline of proposed project priorities that cover five years into the future and that accounts for year over year capacity.

### Prioritize funding that supports partnerships amongst housing and service providers

Maximum funding from 1406 funds and 1590 funds cannot exceed 25% of the total development costs, project proponents must have other funding sources (WA State Housing Trust Fund, Low Income Housing Tax Credits, etc.)

## **Executive Summary**

Over the last several legislative sessions the Washington State Legislature has recognized that housing availability and affordability within the state is at a crisis level. Washington state will need more than one million homes in the next 20 years; more than half need to be affordable for residents and the lowest income level. Locally, the Walla Walla region (cities and unincorporated urban growth areas) will need 4,672 net new housing units including 508 units for group quarters (e.g., student housing, institutions, groups homes). Alongside and intertwined with the affordable housing crisis is a behavioral health crisis. Stakeholders from both the housing and behavioral health sectors recognize the need to coordinate efforts and services to address these crises.

The lack of affordable housing within the region contributes to stresses in behavioral health, and people with existing behavioral health conditions struggle to find stable permanent housing. Conversely, providing stable housing for people with behavioral health conditions has been shown to stabilize and improve outcomes for that population, especially when housing is offered in conjunction with other supportive programming. Housing First and Trauma-Informed Housing intervention models have shown for more than ten years that stable housing has an ameliorative effect on behavioral health. Coordination with behavioral health needs and services thus is critical to housing affordability. A supplemental behavioral health assessment, aligned with the Community Needs Assessment, can inform the gaps within the community. Additionally, it has become increasingly more apparent that in order to make progress on these efforts there is a need to rely on and strengthen public and private partnerships.

Several funding mechanisms, made available at the local level, have been passed by the legislature. Those funding mechanisms are outlined below:

- **HB 1406:** Passed by the legislature during the 2019 legislative session. 20-year program where the state shares a portion of its sales tax receipts with cities and counties to support investments in affordable housing. Funds targeted to households at or below 60% area median income and use the funds to support the construction and acquisition of affordable housing. Cities with 100,000 residents or less can use the funds for rental assistance programs.

Walla Walla County adopted Ordinance 481, November 25, 2019. Annually the state credits 0.0146 back to Walla Walla County a portion of the sales tax receipts. Approximately \$100,000 received annually; to date approximately \$320,000 in the Affordable and Supportive Housing Fund is available for distribution through a future RFP process.

Annually, no later than September 1 of each year, the Council on Housing will make a recommendation to the Board of County Commissioners for the proposed use of the Fund.

The current interlocal agreement amongst the jurisdictions ends on December 31, 2026.

- **HB 1590:** Passed by the legislature during the 2020 legislative session and amended 2021 legislative session (HB 1070). Permits cities and/or counties to levy 1/10<sup>th</sup> of 1% sales tax (0.001) and adopt at the council/commissioner level. Estimate \$1.1 million could be collected. Not adopted at this time.

Per statute, a minimum 60% of the funds collected must be used for the following purposes:

- Constructing affordable housing, which may include new units of affordable housing within an existing structure, and facilities providing housing-related services.
- Constructing mental and behavioral health-related facilities, especially those co-located with the housing facilities.
- Funding the operations and maintenance costs of new units of affordable housing and

## DRAFT

facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

- Only provide to persons within the following groups and income at or below 60% area median income:
  - Persons with behavioral health disabilities
  - Veterans
  - Senior citizens
  - Homeless, or at-risk of being homeless, families with children
  - Unaccompanied homeless youth or young adults (ages 12-24)
  - Person with disabilities
  - Domestic violence survivors

Remainder of the funds collected must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services of housing-related services.

If 1/10 of 1% sales tax enacted, the Council on Housing recommends the initial split of funds is 60% towards construction and 40% towards operations and delivery of services. The Council on Housing will recommend a percentage split each time funds are distributed, through an RFA process, depending on the needs of the community and with the use of supporting documents.



**GOAL #1: Target a portion of the HB 1590 Funds to Behavioral Health.**

**DRAFT OBJECTIVES**

- 1) Support leveraging grant funding for construction of behavioral health-related facilities, prioritizing the acute needs in the community such as a 23/7 facility.
- 2) Support operation and/or delivery of behavioral health services. Coordinate with the Behavioral Health Manager.
- 3) Increase permanent supportive housing units or quality of existing permanent supportive housing units to improve behavioral health outcomes.

**POTENTIAL METRICS**

- 1) Increase the number of beds available for behavioral health needs, including but not limited to crisis, residential, or supportive housing, through the end of year 2026.
- 2) Increase percentage of providers accepting new patients.
- 3) Increase current behavioral health workforce year over year to meet current gaps in care.

**GOAL #2: Increase housing supply— drive innovation and efficiencies in local affordable and workforce housing development; provide incentives to attract builders.**

**DRAFT OBJECTIVES**

- 1) Task jurisdictions to reduce local requirements and create permitting process that are streamlined and effective.
- 2) Work with jurisdictions to incentivize developments with significant decreases in permitting/impact/engineering/utility hookup fees.
- 3) Invite the Port of Walla Walla to have representation on the Council on Housing.
- 4) Engage education and work force development partners to boost trades training and recruitment.
- 5) Review funding options to decrease or subsidize housing-related infrastructure costs (e.g. CHIP grants).

**POTENTIAL METRICS**

- 1) Increase year over year new unit starts, by type, by 25%; reach out to Port of Walla Walla to track the new permits. Port of Walla Walla would report to Council on Housing annually (February). Need to establish a base year.
- 2) Encourage a range of new housing production, targeting starter homes and rentals affordable to low- and moderate-income households. Establish report template. HB 1220 Housing Element: targeted projection tool for next comprehensive plan update cycle (2026).
- 3) Increase number of co-located behavioral health programs and new affordable housing facilities

**GOAL #3: Increase affordable housing for low-income households— develop and implement model project/s using public funding.**

**DRAFT OBJECTIVES**

- 1) Use existing templates to develop a request for proposal with specific quantifiable requirements.

## **DRAFT**

- Applications should be able to quantitatively prove need, financial forecast, etc.
  - Develop a RFP template to use for public housing funds.
  - Ensure review teams are diverse and without conflict of interest in the applications.
- 2) Use the most recent Regional Housing Action Plan and jurisdictions' comprehensive plans to guide project priorities.
    - Create capacity to aggressively pursue state funds for projects.
    - Utilize local funds to leverage grant funding (e.g. Housing Trust Fund)
  - 3) Develop an ongoing land inventory for affordable housing projects.
    - Partner agencies support surplus of their land, if available
    - Technical assistance on RCWs for agencies to surplus land
  - 4) Promote creation of and support existing manufactured/RV parks for affordable housing.

### **POTENTIAL METRICS**

- 1) Target adding 100 new affordable units each year across the county; Council on Housing track? Tie into goal 1 metrics.
- 2) Develop a pipeline of proposed projects priorities that cover 5 years into the future.

### **GOAL #4: Prioritize funding that supports partnerships amongst housing and service providers.**

#### **DRAFT OBJECTIVES**

- 1) Maximum funding from 1406 funds and 1590 funds (if authorized) cannot exceed 25% of the total development costs.
- 2) Project proponents must have other funding sources such as made application to the WA State Housing Trust Fund, applied for Low Income Housing Tax Credits, or other matching funds.

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

IN THE MATTERS OF PASSING AN ORDINANCE  
IMPOSING A SALES AND USE TAX FOR THE  
CONSTRUCTION, ACQUISITION, AND  
REHABILITATION OF HOUSING, FOR HOUSING  
RELATED SUPPORTIVE SERVICES, AND  
BEHAVIORAL HEALTH FACILITIES, AND ENACTING  
A NEW CHAPTER **XXXX** OF THE WALLA WALLA

RESOLUTION NO. **XX XXX**

WHEREAS, Walla Walla County is experiencing low rental vacancy rates, rising average rents, and increasing median home prices which are outpacing gains in the median household income in Walla Walla County, increasing the housing cost burden; and

WHEREAS, 28.2% of rental households are severely cost burdened in Walla Walla County and over the next twenty years, the urban areas of Walla Walla County will need 693 rental units targeted to renters at 50%-80% of area median income and 433 rental units targeted to renters at or below 50% area median income; and

WHEREAS, the housing market is complex and it is necessary to have a multi-pronged approach to the housing needs within Walla Walla County including increasing housing supply at all price points; and

WHEREAS, there is a gap in available permanent supportive housing units as well as linking behavioral health services with housing; and

WHEREAS, Walla Walla County has insufficient behavioral health facilities and services to meet community needs, putting a disproportionate burden on law enforcement agencies and hospital facilities; and

WHEREAS, the affordable housing and behavioral health crises is a state-wide issue and in response, the Washington State Legislature during the 2020 session enacted House Bill 1590, which allows jurisdictions to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing, housing-related supportive services, and behavioral health related facilities; and

WHEREAS, Walla Walla County intends to adopt a 0.1% sales and use tax for the construction and acquisition of affordable housing, the provision of housing related supportive services, and construct behavioral health facilities, utilize the Council on Housing as the advisory committee for these funds and provide recommendations to the Board of County Commissioners on the use of the funds, and impose a sunset date at which time the tax could be discontinued or reauthorized.

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

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

To be filled in.



**Section II. Adoption of New Chapter.** The adoption of a new chapter to Walla Walla County Code is adopted as presented to the Board of County Commissioners on this date as attached in Exhibit A.

**Section III. Index.** The index to any chapter of the Walla Walla County Code in which sections are added or removed or in which section titles are changed herein shall also be amended to reflect the section amendments.

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

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

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

Passed this   X   day of July 2024 by Board members as follows:    Present or    Participating via other means, and by the following vote:    Aye    Nay    Abstained    Absent.

Attest:

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

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

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

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

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

## **Exhibit A**

### **Chapter 3.31 Sales and Use Tax for Housing, Housing Related Supportive Services, and Behavioral Health Facilities**

#### **3.31.010 Definitions**

**Advisory Committee:** Shall mean the Council on Housing.

**Allowed Population Groups:** Persons whose income is at or below sixty percent of the median income of the county imposing the tax includes persons with behavioral health disabilities, veterans, senior citizens, homeless or at-risk of being homeless and families with children, unaccompanied homeless youth or young adults, persons with disabilities, and domestic violence survivors.

#### **3.31.020 Imposition of Sales and Use Tax; Notification to and Collection by the State Department of Revenue**

- A. There is imposed a sales and use tax, as the case may be, as authorized by Chapter 222, Laws of 2020, as codified at RCW 82.14.530, upon every taxable event, as defined in chapter 82.14 RCW, occurring within Walla Walla County.
- B. The rate of the tax authorized by this section may not exceed one-tenth of one percent (0.1%) of the selling price in the case of sales tax, or value of the article used, in the case of a use tax.
- C. The tax authorized by this section is in addition to any other taxes authorized by law and must be collected from persons who are taxable by the state under Chapters 82.08 and 82.12, RCW, upon the occurrence of any taxable event within the county.
- D. The tax imposed by this chapter shall be administered and collected in accordance with 82.14.540. The Chairperson of the Board of County Commissioners is authorized and directed to execute any contracts with the Department of Revenue that may be necessary to provide for the administration and collection of the tax.
- E. The proceeds of the tax imposed by this chapter shall be deposited in a special fund in Walla Walla County to be known as the "Affordable and Supportive Housing Fund."

#### **Section 3.31.030 Uses of Tax Revenues; Funding Priorities**

- A. The County may use the moneys collected by the tax imposed under Section 3.31.020 only for the purposes described in RCW 82.14.530 and per Section 3.31.010, with a minimum of sixty percent (60%) of the revenue collected under this chapter to be used for the following purposes, consistent with RCW 82.14.530(2) as follows:
  - 1. Constructing affordable housing, which may include new units or affordable housing within an existing structure, and facilities providing housing-related services; or
  - 2. Constructing mental and behavioral health related facilities; or
  - 3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing related programs are provided, or newly constructed evaluation and treatment centers.

- B. The remainder of the moneys collected under this chapter must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing related services.
- C. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).
- D. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.
- E. No more than two and one-half percent (2.5%) of the revenues collected under the authority of this chapter may be used for administrative expenses or program implementation costs incurred by Walla Walla County.

**Section 3.31.040 Advisory Committee**

Walla Walla County establishes the Council on Housing as the Advisory Committee that will provide recommendations to the Board of County Commissioners concerning the use of funds derived from the tax imposed by this chapter and chapter 3.30 WWCC. When reviewing applications for funding allocations, representatives from the behavioral health community will be added to the Council on Housing. The behavioral health representatives will be appointed by the Council on Housing Chair. As the HB 1590 plan and work to-date has been completed through a joint behavioral health and housing workgroup and was formed by the Council on Housing, the Department of Community Health will ensure representation of stakeholders and those that utilize services from these sectors are involved in the decision making of how these funds are used.

**Section 3.31.050 Funding Process**

The Department of Community Health will oversee the development of Requests for Applications and will establish a scoring matrix with criteria that are based in relevant guiding documents, including Walla Walla County plans that identify community priorities relevant to housing and behavioral health infrastructure and services.

- A. Due to reliance on state funding to support capital projects, applications to use these funds as a match for construction, rehabilitation, or acquisition project funding shall be accepted on a rolling basis. The construction of projects awarded funds shall commence within twenty-four (24) months of the award date. There will be a cap of 60% of the previous year's revenue on match requests and/or a maximum of five match requests per calendar year.
- B. Applications for housing-related services funding shall be made available every two calendar years. Such service contracts shall be no longer than twenty-four (24) months in duration.
- C. The Council, with the assistance of appropriate Department of Community Health staff and stakeholder groups, shall form a scoring and evaluation committee that will receive and review all funding applications. This committee shall conduct such investigation and information-gathering as it deems appropriate to become fully knowledgeable concerning all applications. All members of the scoring committee will need to complete a packet, which states that they must notify the appropriate Department of Community Health staff if they have or develop a conflict of interest at any point in the evaluation process, at which point, they will be removed from the committee.
- D. When making its recommendations for housing construction funding, the committee shall

**Commented [EC1]:** Sam - you should fill this section in. I've modeled this ordinance after the City of Spokane's so you could likely use their process template as a start.

give priority to applications which meet the following goals:

1. Constructing affordable housing, which may include new units or affordable housing within an existing structure, and facilities providing housing-related services; or
  2. Constructing mental and behavioral health related facilities; or
  3. Increase permanent supportive housing units or quality of existing permanent supportive housing units to improve behavioral health outcomes.
- E. With the assistance of the appropriate Department of Community Health staff, the committee shall make a written finding as to whether each application complies with the requirements of this chapter and include that finding with those project applications it recommends for approval, and shall forward such findings and the complete application file to the Council on Housing at which discussion will occur.
- F. For each project application referred to the Council on Housing, if the Council agrees, by majority vote of the members present, with the committee's recommendation, the Council secretary shall forward each such project application, along with the committee's written findings, to the Board of County Commissioners for consideration on its regular agenda.
- G. Any funding awarded under the authority of this chapter shall be administered by the Department of Community Health, and funding recommendations must consider the historic performance of the applicant, both in the construction and the maintenance of housing.

**Section 3.31.060 Sunset**

The tax imposed by Walla Walla County under this chapter shall expire seven (7) years after the effective date of Ordinance No. XXX, unless reauthorized by ordinance prior to expiration. Walla Walla County Department of Community Health shall notify the Board of County Commissioners and Council on Housing of the impending expiration date of the tax no later than two years prior to expiration.

**Commented [EC2]:** I picked 7 years since it is longer than the mental health tax but not so long that the commissioners feel it will be an on-going tax.

July 29, 2024

Walla Walla County Commissioners  
314 W. Main Street  
Walla Walla, WA 99362

Dear Commissioners,

We are writing to show our support for the passage of HB 1590 in Walla Walla County.

This initiative to create a new 1/10 of 1% sales tax is needed to create a fund for affordable housing projects and behavioral health facilities and services for the county. Having these funds available makes our community more competitive for other state and federal funding, attracting investment that will help projects get built in our region. It will also help us address our region's severe shortfalls of affordable housing and behavioral health facilities and services.

The estimated cost to the average resident of this new source of revenue is just \$16 annually. The lack of affordable housing and behavioral health facilities and services in our county is far more costly. Our businesses are experiencing difficulties recruiting and retaining employees. Our law enforcement agencies and hospital are becoming overburdened by behavioral health emergencies. We need to act now to keep our communities safe and secure.

Adopting this initiative has the ability to assist in transforming our community with another tool in the toolbox to address affordable housing and behavioral health issues. Thank you for your consideration of this important investment in our region's future.

Sincerely,

Walla Walla City Council – unanimously supported on July 24, 2024

Housing Authority of the City of Walla Walla Board of Commissioners and Staff

Sam Galano, Berkshire Hathaway HomeServices Walla Walla Realty

Danielle Garbe Reser, Blue Mountain Action Council

D. Ryan McKown, Blue Mountain Health Cooperative

Everett Maroon, Blue Mountain Heart to Heart

Tim Meliah, Catholic Charities Eastern Washington

Mary Campbell, Community Council

Jordan Green, Walla Walla Alliance for the Homeless

Karen Carman, Hope Street

Anne-Marie Zell Schwerin, YWCA

Emily Anderson

Jill Juers

Susan F. Baker

Charleen Kaaen

Margarita Banderas

Rikki Leigh Kenworthy

Robert James Carson

Linda Knapp

Kristen Coffeen Smith

Noah Leavitt

Jeffrey Dickerson

Victoria Lidzbarski

Trevor Dorland

Jim McCarthy

Debbie Dumont

Casey McClellan

Robert A. Fontenot

Judith H. Noland

Cleapatra Franssen

Jennifer Susan Osterman

Allison Lee Gavin

Analizeth Pesqueira

Callen Groff

Amie Peterson

Madeline Gyongyosi

Michael Rizzitiello

Deisy Haid

Danni Schack

Tricia Harding

Karen Summers

Barbara J. Hetrick

Rebecca Thorpe

Linda M. Herbert

Tessa Walker

Jillian Henze

Patricia Divine Wilder



**a) Action Agenda Items:**

- 1) Proposal 2024 08-12 HR/RM-1 Approval to hire System Support Technician above Grade 5, Step B
- 2) Proposal 2024 08-12 HR/RM-2 Approval to hire Court Security Officer at Grade 3, Step C
- 3) Proposal 2024 08-12 HR/RM-3 Approval to increase the Community Court Coordinator position to full time, 40-hour per week position
- 4) New Position Approval Form – Community Court Coordinator for District Court

**b) Department update and miscellaneous**

**c) Active Agenda Items:**

- 1) Possible discussion/decision re: any pending claims against the County
- d) Possible closed session for collective bargaining negotiations pursuant to RCW 42.30.140(4)(a-b)**
- e) Possible executive session re: qualifications of an applicant for employment and/or review the performance of a public employee (pursuant to RCW 42.30.110(1)(g))**



# Proposal

Date: 08/12/2024

Proposal ID#: 2024 08-12 HR/RM-1

To: BOCC

From: Joshua Griffith, HR/Risk Manager; Chad Goodhue, Director of Technology Services

## Action Item: Approval to hire System Support Technician above Grade 5 Step B

**Summary:** The Director of Tech Services is requesting to hire a new System Support Technician above a Grade 5 Step B, in accordance with PPOM 40.02.0 which states, "Board of County Commissioners' approval is required only on initial range and step of employee appointments when the Elected Official/Department Head does not place the new employee in either Step A or Step B and desires to place them at a higher beginning step."

Candidate comes with over 27 years of experience in the IT industry, two degrees, and holds multiple IT certifications. We are requesting that the BOCC allow the Director of Technology Services and the Human Resources/Risk Manager to hire candidate at Step 5 Grade E.

**Cost:** TS has the funds in their budget.

**Funding:** Current Expense

**Conclusion/Recommendation:** It is recommended that the Board approves hiring System Support Technician above Grade 5 Step E.

Submitted By:

Disposition

Name

Department

Accepted

Joshua Griffith

HR/Risk Department

Not Accepted

Chad Goodhue

Director of Tech. Services

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

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



# Proposal

**Date:** August 12, 2024

Proposal ID: 2024 08-12 HR/RM-2

**To:** BOCC

**From:** Mark A. Crider, Sheriff  
Joshua Griffith, HR/Risk Manager

**Action Item:** Approval to hire Court Security Officer at Grade 3 Step C.

## Summary

The Sheriff's Office is requesting to hire a new Part Time Court Security Officer at Grade 3 Step C, in accordance with PPOM 40.02.0 which states, "Board of County Commissioners' approval is required only on initial range and step of employee appointments when the Elected Official/Department Head does not place the new employee in either Step A or Step B and desires to place them at a higher beginning step."

Sheriff's Office is requesting candidate, start at Grade 3 Step C on the county pay scale because of his vast qualifications. Candidate has over 2 years of Law Enforcement experience and brings a wealth of skills to this position. Considering these factors, he warrants being compensated above the entry level range for a Court Security Officer.

## Cost

There will be no additional cost to the budget because position was budgeted at a higher step.

## Funding

Law and Justice

## Alternatives Considered

N/A

## Acquisition Method

N/A

**Conclusion/Recommendation**

It is recommended that the Board approve hiring a Court Security Officer at Grade 3 Step D.

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Submitted By			Disposition
Name	Department	Date	
			<input type="checkbox"/> Approved
Mark Crider	Sheriff's Office	08/12/2024	<input type="checkbox"/> Approved with modifications.
Joshua Griffith	HR/Risk Manager		<input type="checkbox"/> Needs follow up information.
			<input type="checkbox"/> Denied

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BOCC Chairman	Date
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Additional Requirements to Proposal

- Modification
- Follow Up

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# Proposal

Date: 8/12/2024

Proposal ID#: 2024 08-12 HR/RM-3

To: BOCC

From: Joshua Griffith, HR/Risk Manager; Judge Kristian Hedine, District Court

**Action Item:** Approval to increase the Community Court Coordinator position to a full-time, 40-hour per week position.

**Background:** Initially, when we presented proposal 2024-07-15 HR-RM-1, to the board, we budgeted for the position at a grade 6 and requested the position to be a full-time role at 35 hours per week. However, after a compensation review of the job description, the position has been classified as a grade 5.

Given that the position has been assigned a lower pay grade than we originally anticipated, we propose to increase the working hours from a 35-hour full-time employee to a 40-hour full-time employee. This adjustment will still stay within the grant's funding parameters and will have no additional financial impact since this is a new position.

We are seeking approval to modify the Community Coordinator position to a full-time, 40-hour per week role.

**Funding:** Grant Funded

**Conclusion/Recommendation:** It is recommended that the Board approves increasing the Community Court Coordinator position from a 35 hour a week full-time position to 40 hour a week full-time position.

Submitted By:

Disposition

Name

Department

Accepted

Joshua Griffith

HR/Risk Department

Not Accepted

Judge Kristian Hedine

District court

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

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

# Walla Walla County

New Position

Revised Job Description

Job Description

## Approval Form

Position: Community Court Coordinator

Date: 08/12/2024

Department: District Court

Pay Range: 5, Full-time (40 hrs./wk.), FSLA non-exempt ; Benefits Apply; Courthouse Union;  
Grant Funded

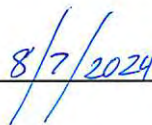
- |  |                                      |   |
|--|--------------------------------------|---|
| <input type="checkbox"/> Regular Full Time | <input type="checkbox"/> Additional  | <input type="checkbox"/> Contract               |
| <input type="checkbox"/> Regular Part Time | <input type="checkbox"/> Replacement | <input type="checkbox"/> Temporary/Intermittent |

JOB SUMMARY: Position oversees the development, implementation and coordination of the Community Court (CC) program. This position maintains a high degree of independence and accountability for instituting and evaluating the efficacy of the CC under the general supervision of the Presiding Judge of the District Court. Work is performed under the general supervision of the District Court Presiding Judge and Court Administrator who will review work for adherence to required standards, procedures and department policies through written reports and conferences with the person in this position.

Reviewed:

  
\_\_\_\_\_  
HR/Risk Manager

Date

  
\_\_\_\_\_  
8/7/2024

Approved:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BUDGET NOTES:



## **Walla Walla County Position Description**

**JOB TITLE:** Community Court Coordinator

**DEPARTMENT:** District Court

**REPORTS TO:** Presiding Judge

**PAY GRADE:** 5, Full Time (40 hours/week) FSLA non-exempt; Courthouse Union; Benefits  
Apply: Grant Funded Position

**JOB SUMMARY:** Position oversees the development, implementation and coordination of the Community Court (CC) program. This position maintains a high degree of independence and accountability for instituting and evaluating the efficacy of the CC under the general supervision of the Presiding Judge of the District Court. Work is performed under the general supervision of the District Court Presiding Judge and Court Administrator who will review work for adherence to required standards, procedures and department policies through written reports and conferences with the person in this position.

**SUPERVISORY RESPONSIBILITIES:** N/A

### **ESSENTIAL FUNCTIONS:**

- Serve as the liaison and central point of contact amongst the CC judge, prosecutors, court clerks, defense counsel, law enforcement, substance use disorder (SUD) treatment providers, mental health treatment providers and other partners.
- Support the development, implementation and continual coordination of the CC by strengthening stakeholder partnerships.
- Analyze data and develop valid and reliable conclusions and recommendations.
- Schedule and facilitate case review meetings ensuring that key members are present and that discussions are documented, and recommendations prepared for hearings.
- Coordinate communication for team members so that all are informed and knowledgeable of the program participants' progress.
- Adjust and enhance the implemented program based on appropriate feedback.
- Develop statistical and budget reports for the District Court and Walla Walla County officials.
- Work with a high level of precision and attention to detail, as errors in judgment and performance would have a major impact on a countywide basis by incurring financial or legal liability, as well as negative public relations.
- Participate as directed in the support of the CC.
- Participate as directed in the support of adult CC urinalysis collection and monitoring.

### **EXAMPLE OF DUTIES:**

- Prepare grant and other funding proposals; continually seek an expanded funding base for the CC.
- Coordinate evaluation process by developing measurements of program success; collect and analyze data and prepare documents and reports.
- Develop and maintain a detailed action plan, which outlines objectives, strategies and tasks; monitor progress and report regularly to designated agencies.
- Reevaluate and update policy and procedure manuals, participant handbooks, program forms and documents, and other materials as needed; ensure proper distribution to team members and participants.
- Ensure that concerns and grievances are addressed, investigated and resolved.
- Collects urinalysis (UA) specimens from and completes required documentation on CC participants.
- Report failure to appear for UA appointments to the Court or its designee.
- Assists with the facilitation of Electronic Home Monitoring (EHM) of CC participants, which includes instructing the participant, onsite at the District Court or the Juvenile Justice Center, on the rules and expectations for EHM conditions and installing the EHM unit on the participant.
- Report participant compliance with court-ordered conditions to the CC Judge and CC team members.
- Document necessary case management data into applicable database(s).

**EQUIPMENT USED:** General office equipment, automobiles, and any other equipment necessary to perform the job functions. Must be familiar with MS Office, Power Point and Windows® programs.

**WORKING ENVIRONMENT/PHYSICAL ABILITIES:** Work is performed primarily in an office setting; however, employee will be required to work at off-site agencies and attend evening meetings. The duties require sitting, standing, walking, pushing, pulling, twisting, requires sense of touch, finger dexterity, ability to grip with fingers and hands; to lift and carry up to thirty (30) pounds. Physical abilities required for this position are ones typically related to office operations including but not limited to manual dexterity and visual acuity to operate computers and other office equipment, and sufficient hearing and speech ability to communicate verbally and in written forms. Requires ability to operate a passenger vehicle and the wearing of rubber or plastic gloves for first aid related activities.

**KNOWLEDGE AND ABILITIES:**

- Demonstrated knowledge of the operations, procedures and programs related to therapeutic courts.
- Demonstrated knowledge of adult court and correctional systems.
- Demonstrated high level verbal communication and writing skills.
- Demonstrated knowledge of financial and budget administration skills.
- General knowledge of chemical dependency treatment, mental health treatment, and co-occurring disorders.
- Demonstrated ability to implement contingency management and other behavior change strategies.
- Demonstrated ability to facilitate, team-build, lead and mediate challenging groups of individuals from multiple disciplines.

- Demonstrated ability to use tact, courtesy and professionalism with agitated and verbally aggressive individuals afflicted with behavioral health challenges.
- Demonstrated ability to work independently, meet deadlines and prioritize workload.
- Demonstrated ability to establish and maintain effective working relationships with other staff, service providers, public officials, the general public and representatives of other agencies.
- Ability to read, interpret and apply pertinent federal, state and local laws, codes and regulations.
- Ability to meet attendance standards necessary to perform the job.

**EDUCATION AND EXPERIENCE:** Bachelor's Degree from an accredited four (4) year college or university with major course work in psychology, social work, sociology, criminal justice, criminology, public or judicial administration AND two (2) year of work experience in juvenile or adult court, offender case management, agency leadership, substance use disorder treatment, mental health treatment or social work. A master's degree in one of the above educational areas may be substituted for the required experience and additional experience beyond the required year of work experience may be substituted for the Bachelor's Degree.

**LICENSES AND OTHER REQUIREMENTS:**

- Possess a valid driver's license.
- Must successfully pass a background check and a driving record check.
- Ability to successfully pass all testing and examinations which measure ability to perform essential job functions; these tests may include but are not limited to physical agility, written, oral, skill, polygraph, psychological, urinalysis, medical, and a comprehensive, in-depth background investigation, which shows no criminal activity, which could directly impact ability to perform the job.

The statements contained in this description reflect general details as necessary to describe the principal functions of this job, the level of knowledge and skill typically required, and the scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned including work in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the workload.

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

**HUMAN RESOURCES/RISK MANAGEMENT**  
**BOCC Update 08/12/2024**

Employment Information: 21 Full time positions, 6 PT/Temp/PRN

**Job Openings:**

1. Medical Assistant – C – CHD – OUF - opened 6/24/24
2. WIC Certifier – CHD – OUF - opened 7/22/24
3. Traffic Safety Coordinator – CHD - OUF - opened 08/06/24
  
4. Juvenile Detention Officer – JJC – OUF– opened 12/22/22
5. Detention Shift Supervisor - Internal Only – JJC - opened 08/06/24
  
6. Part Time Control Room Officer – CO – 3 positions- 5/22/24
  
7. Maintenance Technician I – PW – 3 position – opened on 3/14/22
8. Public Works Technician II or III – PW – 2 position – opened on 8/25/23
9. Chief, Engineering and Construction – PW – opened 4/12/2024
  
10. Senior Planner - Community Development- OUF – opened 4/11/2024
11. Building Plans Examiner/Inspector- OUF- opened 7/2/24
  
12. Rule 9 Intern PT – PA – OUF – opened 4/6/23
13. Legal Assistant I, II or III- PA- OUF – opened 1/9/24
  
14. Residential Appraiser/Analyst I or II – Assessor's – opened 5/15/24
  
15. Internship positions - 2 positions- opened 3/20/24
  
16. System Support Technician – TS – opened 07/079/2024
  
17. Election Specialist – Auditor – OUF – opened 5/22/24
  
18. Accounting Technician I – Treasurer – OUF – opened 07/23/24
  
19. Support Services Clerk I – SO – OUF – 07/19/2024
20. Court Security Officer – SO – OUF – opened 07/23
  
21. Horticultural Pest and Disease Control Board Coordinator – WSU – OUF – opened 07/29/24
  
22. Superior Courtroom Clerk, Lead - Internal Only- Clerks – OUF- opened 08/06/24

OUF = Opened until filled

**Positions Filled:**

1. Public Works Technician II or III – PW – Starting 8/12/24
2. Geospatial Data Analyst – TS – Starting 8/20/2024
3. Legal Assistant I – PA – Starts 08/12/2024
4. Public Works Technician III – PW – Starts 08/12/2024
5. Court Security Officer – SO – Starts 08/15/2024

**Update:**

WCRP Annual Site visit 13 August 2024

WCRP Appraiser will be looks at 18 county buildings on 14 August 2024

**2:15 PROSECUTING ATTORNEY**

**Gabriel Acosta/Jesse Nolte**

- a) Miscellaneous business for the Board
- b) Possible executive session re: acquisition of real estate (pursuant to RCW 42.30.110(1)(b)), and/or litigation or potential litigation (pursuant to RCW 42.30.110(1)(i))
- c) Possible action re: pending or potential litigation
- d) **Action Agenda Items:**
  - 1) Approving Request for Defense (Nagle)

**2:45 COUNTY COMMISSIONERS**

**a) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

**b) Consent Agenda Items:**

- 1) Payroll action and other forms requiring Board approval

**c) 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.*