

AGENDA

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, DECEMBER 10, 2018

9:30

COUNTY COMMISSIONERS

Chairman Johnson

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

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)

PLEASE NOTE: *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

- e) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- f) **Public Hearings (continued from December 3, 2018):**
 - 1) To consider adoption of the 2019 Walla Walla County Budget
- g) **Action Agenda Items:**
 - 1) Resolution _____ - Adopting the Final Budget for fiscal year 2019 for the various County funds
- h) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' proceedings for December 3 and 4, 2018
 - 2) Resolution _____ - Cancelling County Commissioners' sessions and setting a special meeting date
 - 3) Resolution _____ - Setting a date of public hearing to consider final amendments to the 2018 Walla Walla County Budget
 - 4) Resolution _____ - Setting the assessment for the 2019 County Noxious Weed Control Program

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER CANCELLING
COUNTY COMMISSIONERS'
SESSIONS AND SETTING A
SPECIAL MEETING DATE



RESOLUTION NO. **18 3**

WHEREAS, due to the Christmas holiday schedule, Walla Walla County offices will be closed on December 24 and 25, regular Board meeting days; and

WHEREAS, to take action on certain financial matters, and in the event that other county-related business shall arise necessitating action by the Board, a special meeting will be held on Friday, December 21, 2018 at 9:30 a.m. to conduct said business; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the regularly scheduled Board meetings on December 24 and 25, 2018 be cancelled.

BE IT FURTHER RESOLVED that a special meeting of the Board shall be set for December 21, 2018.

BE IT FURTHER RESOLVED that the next regular meeting of the Board will be held on December 31, 2018.

BE IT FURTHER RESOLVED that, due to the New Year's Day holiday on Tuesday, January 1, 2019, a regular meeting day of the Board, session will be cancelled that day.

BE IT FURTHER RESOLVED that regular meetings of the Board will then resume on January 7 and 8, 2019.

"Passed this 10th day of December, 2018 by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

BOARD OF COUNTY COMMISSIONERS

WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING THE
ASSESSMENT FOR THE 2019
COUNTY NOXIOUS WEED
CONTROL PROGRAM

RESOLUTION NO. 18

WHEREAS, the Walla Walla County Noxious Weed Control Board has submitted the 2019 Budget for expenditures related to noxious weed control activities within Walla Walla County in the amount of \$205,628; and

WHEREAS, the Noxious Weed Control Budget is now a part of the Walla Walla County Budget; and

WHEREAS, said Budget for the Walla Walla County Noxious Weed Control Board includes the sum of \$32,000.00 to be raised by assessment within the County, said amount to reflect no increase over the 2018 request; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the Walla Walla County Noxious Weed Control Board is hereby authorized to continue the weed assessment on all lands within Walla Walla County at four cents (4¢) per acre (with parcels one (1) acre up to 12.49 acres assessed at the minimum of fifty cents (50¢) per parcel) outside municipal incorporated areas for the year 2019.

"Passed this 10th day of December, 2018 by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

COUNTY COMMISSIONERS (continued)

- i) Consent Agenda Items (continued):**
 - 5) County vouchers/warrants/electronic payments as follows: 4203543 through 4203728 totaling \$402,226.47 and 4203542 in the amount of \$3,929.00
 - 6) Payroll action and other forms requiring Board approval

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

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

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

9:45

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

- a) Department update and miscellaneous



WALLA WALLA COUNTY
Technology Services Department

Kevin G. Gutierrez
Technology Services Director

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362

(509) 524-2590

kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

December 10, 2018

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues/Information for the Board.

Components (Main infrastructure)

Hardware

- No issues

Software

- No issues

Security/Viruses

- No issues

Other Projects

- **OnBase**
 - Working with Jesse on this
- **Issues with Community Development Support**
 - Working with Jesse on this
- **Budget**
 - New budget worksheet is done
 - Working on import formats and queries for Access Database, to predict yearly needs for equipment replacements.
 - Changes to our current inventory database needs to happen so that the predictions are more accurate.
- **Firewall project**
 - Install complete – routing is working fine
 - Reporting– have an open case with CISCO to fix the reporting to work correctly'
 - Had one issue crop up 3 weeks after the go-live
- **Clean-up**
 - We have been working on clean-up of old user and computer accounts
- **Physical to Virtual**
 - The following physical servers are end of life and should be virtualized
 - Community Development (x3), Assessor/Treasurer (x3), JJC (x1)
 - May need to move Community Development sooner than later
- **Two Factor Authentication – Law Enforcement**
 - New CJIS requirement two factor authentication.
 - Testing a solution
- **Mobile Device Management**
 - This has been on our radar for a while now but with the increase of Agency Owned Phones (AOP) its time to take a broader look at managing the phone enterprise wide.

- Includes a method to restrict apps that can be loaded on to a AOP and with any luck, a way to allow, capture and search texting. We have been granted a trial so that we a text.
- Could be some off-setting costs
- **Public Records Management (Old records clean up)**
 - Have had a short conversation about this with Karen, she is going to assign someone to get an inventory of what is in the basement.
- **Public Record Requests Last 2 Weeks**
 - 4 = Requests received
 - 0 = Forwarded to departments
 - 4 = Completed
 - 1 =Pending review
 - 0 = Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 6 = Open/Being handled by the PRO

Definitions

JLARC=Joint Legislative Audit and Review Committee

ACCIS =Association of County, City Information Systems (managers)

API = Application Program Interface

CITRIX = A product used for remote access to our network

PAV=Potential Archival Value

CJIS = Criminal Justice System Information Systems

AOC=Administrative Office of the Courts

PRO=Public Records Officer

USB=Universal Serial Bus

DOL=Department of Licensing

NDA=Non-disclosure agreement

RFP=Request for Pricing/Proposal

GIS=Geographic Information Systems

EOL=End of Life

JCDA=Joint Community Development Agency

W7=Windows 7

W10=Windows 10

OS=Operating System

JAVS=(Jefferson Audio Video Systems) – Courtroom Recording System

AV=Audio/Visual

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

CAD=Computer Aided Dispatch (hosted at the city)

CAT5=Category 5 Ethernet cable (for data and voice)

ADA=Americans with Disabilities Act

ECM=Enterprise Content Management

NWS=New World Systems

DOMAIN = A group of computers administered or managed with the same rules and policies and with a common IP range.

IP address = Internet protocol address. A unique string of numbers assigned to each computer to allow communications over network or domain.

EO = Elected Official

DH = Department Head

WAPRO – Washington Association of Public Records Officers

10:00

COUNTY CORRECTIONS DEPARTMENT

Norrie Gregoire

a) **Consent Agenda Items:**

- 1) Resolution _____ - Approving Service Agreement #19-05 between Walla Walla County and Children's Home Society of Washington
- 2) Resolution _____ - Approving Amendment No. 4 to the State of Washington Department of Corrections Contract No. K9417

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
SERVICE AGREEMENT #19-05
BETWEEN WALLA WALLA
COUNTY AND CHILDREN'S
HOME SOCIETY OF
WASHINGTON



RESOLUTION NO. 18

WHEREAS, RCW Chapter 30.34 authorizes local governmental units to enter into agreements; and

WHEREAS, the Walla Walla County Juvenile Justice Center wishes to enter into an agreement with Children's Home Society of Washington to provide behavioral health treatment services for at-risk youth; and

WHEREAS, the County Prosecuting Attorney and Risk Manager have reviewed said agreement; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said agreement, and authorize County Director of Corrections, Norrie Gregoire, to sign the same.

*Passed this 10th day of **December, 2018** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

Service Agreement #19-05

between

WALLA WALLA COUNTY

and

CHILDREN'S HOME SOCIETY OF WASHINGTON

The Agreement is entered into by and between Walla Walla County hereinafter "County," and Children's Home Society of Washington, hereinafter "Contractor," for services relative to Behavioral Health Services as outlined in the attached Statement of Work. The rights and obligations of both parties are governed by the General Terms and Conditions, and the following Exhibits, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein:

- Exhibit A – Statement of Work
- Exhibit B – Budget
- Exhibit C – Contractor Certification Form

Performance Period: The terms of this Agreement shall commence on January 1, 2019 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on December 31, 2019.

Compensation: Payment to Contractor for services rendered under this Agreement shall be as set forth in Exhibit B – Budget. The amount of payment for the performance period of this Agreement shall not exceed \$76,573.

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

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

COUNTY:

CONTRACTOR:

Norrie Gregoire Date
Director of Corrections
Walla Walla County

Authorized By Date

P.O. Box 1754
Walla Walla, WA 99362
Phone: (509) 524-2822 Fax: (509) 524-2837

NAME OF SIGNATURE AUTHORITY
Print Name & Title of Person Signing

Telephone Number / Email Address: _____

Mailing Address (Street address required in addition to PO Box.): _____

Social Security or Business Tax ID#: _____

CFDA# (if applicable): _____

UBI#: _____

State Industrial Account ID # (if applicable): _____

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement, including all documents incorporated by reference, terms that are defined in Washington Administrative Code (WAC) shall have meanings defined therein. Additionally, the words and phrases listed below, as used in the Agreement, shall each have the following definitions:
 - 1.1. “Agreement” means this County and Contractor Agreement regarding General Terms and Conditions and any documents incorporated by reference.
 - 1.2. “CFR” means Code of Federal Regulations. All references in this Agreement and any Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
 - 1.3. “Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
2. **Background Checks.** In accordance with RCW 43.20A.710, RCW 43.43.832, RCW 74.34, and RCW 71A.10.020, when applicable, Contractor’s staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults are required to have a background check, and all persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to clients.
3. **Billing and Payment for Contractor Services:** County shall pay Contractor for services on a reimbursement basis, pursuant to terms set forth in Exhibit B – Budget. No payment shall be made for any service that is not identified within this Agreement.
 - 3.1. Contractor shall submit claims for reimbursement by the tenth (10th) working day following the end of the month in which the expenses claimed were incurred. County agrees to make payment with County warrants, as approved by the Auditor of County, within forty-five (45) working days following receipt of Contractor’s approved claim for reimbursement, contingent on the availability of funds.
 - 3.2. Payment shall be based upon itemized billings supported by accompanying documentation.
 - 3.3. County shall compensate Contractor no more often than monthly for Contractor's service. No payment shall be made in the month services are rendered unless otherwise approved by County.
4. In the event Contractor fails to perform any substantial obligation under this Agreement and said failure has not been cured, County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated. **Compliance with Applicable Law.** At all times during the term of this Agreement, Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
5. **Confidentiality.** Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by County or acquired by

Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over County. Contractor shall immediately give to County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision. The parties to this Agreement shall comply with applicable Federal and State laws and regulations governing privacy, confidentiality or security of patient information, including without limitation Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; Chapter 42.17 RCW, Disclosure – Campaign Finances – Lobbying – Records; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.

6. **Conflict of Interest.** Contractor shall, in all matters concerning this Agreement, avoid any actions that may constitute a conflict of interest.
7. **Debarment Certification.** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency.
8. **Disputes.** Except in the event of a dispute arising from County’s decision to terminate this Agreement for default, County and Contractor agree to first attempt resolution of disputes informally, by a mutually negotiated process.
9. **Entire Agreement.** This Agreement, including all documents incorporated by reference, contains all terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of the Agreement shall be deemed to exist or bind the parties.
10. **Execution and Amendment.** This Agreement shall be binding on the parties only upon execution by authorized representatives of County and Contractor. This Agreement may be altered only by a written amendment executed by authorized representatives of County and Contractor.
11. **Financial Certification.** Within 60 days of the execution of the Contract, Contractor shall submit to the County, Contractor Certification Documentation form including the Contractor status as Non-Profit, Corporation, Governmental, Individual or Other Entity. The applicable financial certification documents must also be submitted to the County once every 12 months:
 - 11.1. W-9 Form, Request for Taxpayer Identification
 - 11.2. Last Audited Financial Statements, or Form 990; or Form 990T; or Form 1120 for Corporations; or Schedule C from 1040 for individuals.
12. **Indemnification and Hold Harmless.** Contractor will indemnify, hold harmless and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or

property resulting from any act or omission on the part of itself, its employees, its subconsultants, its officers, and its agents.

13. **Industrial Insurance Waiver:** With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.
14. **Independent Status/Contractor.** Contractor's services shall be furnished as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by Contractor as an independent contractor. It is understood and agreed that County is not responsible for payroll deductions of any kind, including but not limited to, Federal Taxes, FICA and/or employee benefits.
15. **Inspection.** During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, Contractor shall provide reasonable access to Contractor's place of business, Contractor records, and client records, to County and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate Contractor's performance and compliance with applicable laws, regulations, and this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this Agreement.
16. **Insurance.** Contractor shall maintain and keep current General Liability Insurance, at a minimum of \$1,000,000 each occurrence, \$2,000,000 general aggregate. The policy shall be endorsed and the certificate shall name County, its officers, agents and employees as Additional Insured with respect to activities under the contract. Within one (1) week following execution of this Agreement, Contractor shall submit a Certificate of Insurance and endorsement executed by a duly authorized representative of each insurer and showing compliance with the insurance requirements specified in this Agreement. Contractor shall assure that updated Certificates of Insurance are provided to County for the duration of this Agreement. Contractor shall notify County forty-five (45) days before cancellation or reduction in Contractor insurance coverage.
 - 16.1. **Professional Liability Insurance:** In the event that services delivered under this Agreement, either directly or indirectly include the provision of professional services, Professional Liability Insurance, including coverage for losses caused by errors and omissions, with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. For the purposes of this Agreement, "Professional Services" shall mean any services provided by a physician, psychologist or other licensed professional.

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall

be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

- 16.2. Auto Liability Insurance: In the event that services delivered pursuant to this agreement involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required for any owned or leased vehicle used in the performance of these contract services. If Contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If Contractor employee's vehicles are used, Contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum limit for automobile is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
- 16.3. Worker's Compensation Insurance: If applicable, Contractor shall show proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be Contractors assurance that coverage is in effect.
17. **Licensure**. Contractor shall obtain and maintain continuously for the duration of this Agreement, all licenses, certifications and/or registrations required for carrying out the contracted services.
18. **Non-Discrimination**. Contractor shall not unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin, Vietnam era or disable veteran status, or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.
 - 18.1. In Employment. Contractor shall not discriminate against any employee or employment because of race, color, sex, religion, national origin, creed, marital status, age Vietnam era or disable veterans status, or the presence of any sensory, Intellectual, or physical disability, or the use of any trained dog guide or service animal by a person with a disability. Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; or recruitment or selection for training, including apprenticeships and volunteers.
 - 18.2. In Services. Contractor shall not discriminate against any person eligible for services or participation in the program because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam Era or disabled veterans, status or the presence of any sensory, intellectual or physical disability, or the use of any trained dog guide or service animal by a person with a disability, or the use of any trained dog guide or service animal by a person with disabilities.

19. **Notice, Venue and Choice of Law.** Any notices, payments and communications permitted or required between County and Contractor shall be given or made by personal delivery or by mailing the same to the other party at the addresses on the first page of this Agreement, or such address as either party may in writing hereinafter indicate. In the event litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.
20. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- 19.1 Applicable federal and State of Washington statutes and regulations;
 - 19.2 General Terms and Conditions contained in this Agreement;
 - 19.3 Special Terms and Conditions contained in this Agreement;
 - 19.4 Exhibits, if any, as indicated on page one (1) of this Agreement;
 - 19.5 Any other material incorporated herein by reference.
21. **Ownership of Material.** Material created by Contractor and paid for by County as a part of this Agreement shall be owned by County and shall be “work made for hire” as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which Contractor uses to perform this Agreement but which is not created for or paid for by County is owned by Contractor.
22. **Records.** The parties to this Agreement shall comply with all Federal and State laws and regulations governing privacy, confidentiality or security of records, including without limitation, the Washington Uniform Healthcare Information Act, Chapter 70.02 RCW, Medical Records – Health Care Information Access and Disclosure; RCW 42.56, Public Records Act; and the Health Insurance Portability and Accountability Act, including but not limited to the “HIPAA Privacy Rule,” 45 CFR Parts 160 and 164.
- 22.1. **Financial Records.** Contractor shall have a system of accounting and internal controls in compliance with generally accepted accounting principles and standards, and shall maintain sufficient books, records, documents, reports and other evidence to accurately document all costs incurred in relationship to contracted services.
 - 22.2. **Clinical/Consumer Service Records.** The Contractor shall comply with all state and federal requirements regarding the maintenance and content of records relating to services provided to individual clients under this Agreement.
23. **Right to Review and Record Retention.** This Agreement may be subject to review by any Federal or State auditor. County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by

service recipients under this Agreement. Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for six (6) years after Agreement termination, and shall make them available for review, upon request, within Walla Walla County, State of Washington

24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions of the Agreement.
25. **Survivability.** The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the expiration of the Agreement shall so survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Indemnification and Hold Harmless, Inspection, Records, Right to Review and Record Retention, Ownership of Material, Termination for Default, Termination Procedure.
26. **Termination.** The terms and conditions of this Agreement shall remain in full force and effect during the specified Agreement period unless specifically terminated, or modified by mutual assent of the parties hereto, regardless of the termination or modification of any contract or subcontract of which this Agreement is a part. Termination of this Agreement by either party in accord with the terms herein shall not constitute a breach of contract.
- 26.1. Termination for Convenience. Either County or Contractor may terminate this Agreement for convenience, in whole or in part, whenever either determines such termination to be in its best interest. Such termination shall require notice of thirty (30) calendar days. When the Agreement is terminated in accordance with this paragraph, Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work.
- 26.2. Termination Due to Change in Funding. If the funds County relied upon to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, County may terminate this Agreement by providing written notice to Contractor. Termination shall be effective on the date specified in the notice of termination.
- 26.3. Termination for Default. County may terminate this Agreement for default, in whole or in part, by written notice to Contractor, if County has a reasonable basis to believe that Contractor has:
- Failed to meet or maintain any requirement for contracting with County;
 - Failed to perform under any provision of this Agreement;
 - Violated any law, regulation, rule, or ordinance applicable to the services provided under this Agreement;
 - Become insolvent or declared bankrupt, committed any act of bankruptcy or insolvency, or made an assignment for the benefit of creditors, and/or
 - Otherwise breached any provision or condition of this Agreement.
- 26.3.1. Before County may terminate this Agreement for default, County shall provide Contractor with written notice of Contractor's noncompliance with this Agreement and provide Contractor a reasonable opportunity to correct said noncompliance. If Contractor has not corrected its noncompliance

within the period of time specified in the written notice of noncompliance, County may then terminate this Agreement.

26.3.2. County may terminate this Agreement for default without written notice and without opportunity for correction if County has a reasonable basis to believe that Contractor has failed to ensure the health or safety of any client for whom services are being provided under this Agreement, or that Contractor has violated any law, regulation, rule or ordinance applicable to the services provided under this Agreement.

26.3.3. If the Agreement is terminated for default, Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to County resulting from such default shall be deducted from any money due or coming due to Contractor. Contractor shall be liable for actual, incidental and consequential damages, including the reasonable cost of procuring similar services actually procured by the County from another source to fully execute the Contractor's duties under this Agreement.

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

27.1. Contractor shall cease to perform any services required by the Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services

27.2. County shall be liable for and shall pay for only those services authorized and provided through the date of termination. County may pay an amount agreed to by the parties for partially completed work and services, if work products are useful to or usable by County.

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

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

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

29. Waiver. Waiver of any breach or default of this Agreement on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by an authorized representative of County. County's failure to insist upon the strict

performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

Exhibit A
STATEMENT OF WORK

Agency Name: Children's Home Society

Agreement Number: 19-05 Contract Period: 01/01/2019-12/31/2019

1. Program

- 1.1. Agency will provide behavioral health treatment services for at-risk youth in Walla Walla who are not eligible for Medicaid services and have no private insurance benefits.
- 1.2. Agency will assess insurance benefits at the time of initial assessment and upon discharge from JJC to assure the use of 0.1% funding shall be the fund of last resort for the provision of mental health services.
- 1.3. The Clinical Specialist will provide mental health assessments, individual and group counseling for youth detained at JJC using the Trauma Focused Cognitive Behavioral Therapy Model. The Clinical Specialist will offer 6 months of follow up once youth is released from JJC in coordination with the Medicaid services treatment provider for youth who become Medicaid-eligible.
- 1.4. Agency will pursue the billing for private insurance benefits when such benefits are available for individual, group or family counseling.
- 1.5. As measured by the CGAS, youth in treatment show improved clinical and functional status and improved peer relationships.
- 1.6. The overall target outcome for youth served in JJC will be defined as: One year following discharge from treatment, youth have not been referred for subsequent juvenile offenses.

2. Evaluation

- 2.1. Agency will provide a Monthly Service Report (Exhibit F) to Department of Court Services/Juvenile Justice Center by the 10th working day of the month following the provision of services.
- 2.2. Agency will comply with monitoring and reporting requirements, which may include, at minimum, on-site visits, monthly budget and progress reports, file and data review.

3. Performance Outcome

- 3.1. Agency will demonstrate the capacity for full implementation of services in a timely manner.
- 3.2. Evaluation of contract and financial performance will be conducted in July 2019.
 - 3.2.1. Expenditures through June 31, 2019 will be reviewed by the County
 - 3.2.2. If expenditures have been less than forty percent (40%) of the contract allocation
 - 3.2.2.1. The Community Health Advisory Board will review under expenditure and determine reallocation of funds

3.2.2.2. Contract amendments will be issued to reduce funding for the second year of the service agreement at the recommendation of the Human Services Advisory Board

**Exhibit B
BUDGET**

Agency Name: Children's Home Society
Agreement Number: 19-05 Contract Period: 01/01/2019-12/31/2019

Line Item/Description	2019 Award
Direct Services	\$ 62,482.00
Program Operations	\$ 3,400.00
Administrative Costs	\$ 10,871.00
TOTAL:	\$ 76,573.00

Funded By: 0.1% Treatment Tax Funds

Allowable Expenditures:

- Direct Services: Salary and Benefits of staff providing direct behavioral health therapy or services.
- Program Operations: Expenditures associated with operations of the program provided under Direct Services, such as:
 - Dues and Memberships
 - Client Support/Assistance
 - Supplies
 - Communication
 - Travel/Training
- Administrative Costs: Established administrative rate of 16.5% of Total Direct Services and Program Costs.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
AMENDMENT NO. 4 TO THE
STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS
CONTRACT NO. K9417



RESOLUTION NO.

WHEREAS, the State of Washington, Department of Corrections, has offered Amendment No. 4 to Walla Walla County Corrections to extend the period of performance and amend the base rate for adult Department of Corrections offenders; and

WHEREAS, the Amendment is for the period January 1, 2019, through December 31, 2020; and

WHEREAS, the Walla Walla County Director of Corrections has reviewed said Amendment and recommends approval; and

WHEREAS, said Amendment was submitted to the County Prosecuting Attorney's office and Risk Manager for review; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Amendment No.4 to Contract No. K9417.

Passed this 10th day of December, 2018 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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



State of Washington
Department of Corrections

Contract No. K9417
Amendment No. 4

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Walla Walla County Corrections , hereinafter referred to as the County, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the County.

WHEREAS the purpose of this Contract Amendment is to extend the period of performance and amend the base rate;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree as follows:

The following sections are amended, in part, as follows:

Section 2.1 Term. This Agreement supersedes all previous oral and written contracts and agreements between the Parties relating to the confinement, care, and treatment of Department Offenders. This Agreement commences on January 1, 2016, and continues through ~~((December 31, 2018))~~ December 31, 2020, unless terminated by either Party pursuant to this Agreement.

Section 2.4 Per Diem Billing. The per diem rate is \$71.07 per Department offender through December 31, 2016; effective January 1, 2017 the per diem rate will be \$73.20 through December 31, 2017 and effective January 1, 2018 the per diem rate will be \$75.40 through December 31, 2018. Beginning January 1, 2019 the per diem rate will be \$77.66 through December 31, 2019; beginning January 1 2020, the per diem rate will be \$79.99 through December 31, 2020. [...]

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this Amendment is January 1, 2019.

THIS CONTRACT AMENDMENT, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

WALLA WALLA COUNTY CORRECTIONS

WASHINGTON STATE
DEPARTMENT OF CORRECTIONS

Alan Gyles
Director DATE

Debra Eisen, Contracts Administrator DATE

Commanding Officer Corrections Div. DATE

**BOARD OF COMMISSIONERS
WALLA WALLA COUNTY**

Chair DATE

Commissioner DATE

Commissioner DATE

ATTEST:

Clerk DATE

Approved as to Form: This amendment format was approved by the Office of the Washington State Attorney General. Approval on file.



Norrie Gregoire, Director
John Shartle, Jail Commander

DEPARTMENT OF COURT SERVICES
JUVENILE JUSTICE CENTER
WALLA WALLA COUNTY

Norrie Gregoire, Juvenile Court Administrator
Jon Cassetto, Court Services Manager
Becky Renwick, Detention Manager

Corrections/JJC Department Head Update
December 10, 2018

Training/Legislative Updates

- ❖ **LEG/LEGAL UPDATE:** State Appellate Court ruling (*State v. Lundstrom*)
Corrections delivers “individualized determination” orders each morning to both judges; we are exploring other options and investigating how other jurisdictions achieve compliance.

Programs

- **Adult Recovery Court (ARC – Court Services)**
 - Next ARC Docket December 18th @ 0845
 - At 20 Participant cap.
 - Two Participants on warrant status, facing potential termination; three on wait list.
- **Recovery Pod (Jail)**
 - NA presence still not established.
 - Using some guest speakers with NA familiarity.
 - Trilogy Recovery presence going well.
- **Opioid Treatment Network Grant Update**
 - Notified by Everett Maroon, ED Blue Mt. Heart to Heart, that his agency was not selected as a grant recipient.
 - Corrections is continuing to work with Physician’s Assistant Gambone as we pursue his Suboxone waiver.
 - Jail RN continues to reach out to MAT providers for those already receiving services at time of admission to ensure continuity of care.

Personnel

- New CO Matt Johnson’s first day was 12/4; this means we now have an opening to fill in our litter grant program.
- Another candidate is in background investigation and will hopefully move on to polygraph and psychological exam before the end of the month.
- Detention at JJC is still down two officers. We had a candidate not make it through the process.

Equipment/Technology/Facilities

- **County Jail Lock Training/Assessment/PM**
 - County’s Limited Public Works Contract was been forwarded to Southern Folger for consideration. At this writing, parties attempting to come to agreement on contract.

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

a) Department update and miscellaneous

**Walla Walla County Public Works
PO Box 813
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 5 December 2018

Re: Director's Report for the Week of 3 December 2018

Board Action: 10 December 2018
Update Only

ENGINEERING:

- Blue Creek Bridge/Mill Creek FH: The contractor is done for the year. They will be working this week to make sure proper erosion control measures are in place for the winter shutdown.
- Mill Creek Road MP 1.1 to MP 3.96: Working on project funding estimates and getting title updates.
- Mud Creek: Working on design and environmental permitting.
- Whitman Drive W.: Waiting for a response from the University regarding right of way.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew: working on a drainage project in Burbank, and monitoring roads for ice and treating as needed.
- North Crew: brush cutting, blading roads and monitoring roads for ice and treating as needed.
- Vegetation/Sign Crew: working on facilities maintenance and working on new de-ice storage tank. Also monitoring roads for de-icing.
- Garage Crew: working on routine vehicle maintenance and upfitting two patrol cars.

ADMINISTRATION:

- Finalized proposed 2019 ER&R rates.
- Finishing up on initial counseling.
- Finalizing year end County Road Administration Board (CRAB) reporting requirements.

10:30

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

10:45

HUMAN RESOURCES/RISK MANAGER

Shelly Peters

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Resolution _____ - Memorandum of Agreement Regarding Health and Welfare by and between Walla Walla County and Teamsters Local Union No. 839 (County Corrections Bargaining Unit)
 - 2) New position approval form – Office Coordinator for the Fairgrounds
- d) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A MEMORANDUM
OF AGREEMENT REGARDING
HEALTH AND WELFARE BY AND
BETWEEN WALLA WALLA COUNTY
AND TEAMSTERS LOCAL UNION NO.
839 (COUNTY CORRECTIONS
BARGAINING UNIT)



RESOLUTION NO. 18

WHEREAS, the Walla Walla County Corrections bargaining unit is still in collective bargaining agreement negotiations for year 2019, with the next negotiations meeting not scheduled until February of 2019; and

WHEREAS, represented employees will not receive the same monthly medical contribution made by the County to all other employees unless separate action is taken; and

WHEREAS, a Memorandum of Agreement Regarding Health and Welfare for the County Corrections unit has been approved and executed by and for the Union and offered to Employer Walla Walla County; and

WHEREAS, Shelly Peters, Human Resources/Risk Manager, reviewed said Memorandum of Agreement and a Memo she prepared dated 12/10/28 relative to same with the Board of County Commissioners during their open, public session of December 10, 2018 and recommended approval; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Memorandum of Agreement Regarding Health and Welfare.

“Passed this 10th day of December, 2018 by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent.”

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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



MEMO

Date: 12/10/2018

Proposal ID#:

To: BOCC

From: Shelly Peters, HR/ Risk Management

Action Item: Approval of Memorandum of Agreement-2019 Health and Welfare-Corrections Union Group

Summary: We are currently in contract negotiations with the Teamsters Local Union No. 839 and the Walla Walla County Corrections Union employees. Our next scheduled negotiation date/s are not until February 2019 and we would like the Corrections union group to have the same monthly medical contribution as the rest of the County, \$1221.00 per month. It would be detrimental to the bargaining unit members if we do not increase their monthly contribution.

The reason that Teamsters is requesting the MOA for 2019 only is due to the fact that Teamsters is looking into a different medical plan for their members. This will be part of the negotiations.

Background: The past practice has been that the County pays a flat monthly contribution towards employee's medical, dental, vision and life benefits. Each year when the premiums rise the County uses a weighted average and pays the first 5% of the increase in premiums and the increase above the 5% is shared 50-50 between the County and the employee.

Funding: The Corrections personnel benefits budget line/s.

Conclusion/Recommendation: It is recommended that the Board approve the MOA with the Teamsters Local Union No. 839 regarding the 2019 health and welfare benefits to keep the Corrections bargaining union consistent with the rest of the County.

Submitted By:

Disposition

Name

Department

Accepted

Shelly Peters

HR/Risk Mgmt.

Not Accepted

BOCC Chairman:

Date:

**MEMORANDUM OF AGREEMENT
REGARDING HEALTH AND WELFARE**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between Walla Walla County (“Employer”) and Teamsters Local Union No. 839 (“Union”), collectively (the “Parties”) regarding the County Corrections bargaining unit. The following language shall become part of the successor labor agreement between the Parties, currently under negotiations. Exact Article number to be determined later.

HEALTH AND WELFARE

- 1.1 Effective January 1, 2019 through December 31, 2019, the Employer will pay a monthly contribution of \$1,221.00 towards the Employee's actual premiums to be used for any Health and Welfare Benefits plan option offered to and selected by the Employee. Medical insurance will be provided for the Employee only through one or more plans offered by the Employer from selected providers.
- 1.2 The Employer agrees to contribute a life insurance policy premium on the employee for \$24,000 coverage.
- 1.3 The Employer agrees to contribute dental insurance premium with annual maximum coverage of \$2,000.
- 1.4 The Employer agrees to contribute full vision insurance premium on the employee.
- 1.5 Costs of each of the Health and Welfare Benefits described in 1.1 — 1.4 will be subtracted from the monthly contribution determined in 1.1.
- 1.6 Any excess funds that remain after an Employee has made Health and Welfare benefits selections may be applied to other County offered benefits for the Employee or dependents; or, any excess funds that remain may be designated to a Health Reimbursement Arrangement (HRA) VEBA account for the Employee.
- 1.7 The Employer agrees to provide the Employees' access to an Employee Assistance Program.

IN WITNESS THEREOF, the parties hereto set their hands this ____ of _____,
2018

For the Employer:

Chairman of the Board of
Commissioners

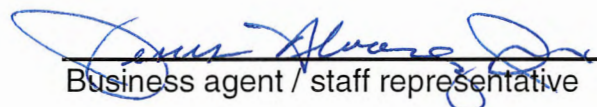
County Commissioner

County Commissioner

For the Union:



Secretary-Treasurer/Local Union 839



Business agent / staff representative

11:00

FACILITIES MAINTENANCE DEPARTMENT

Ron Branine

- a) Department update and miscellaneous



Facilities Department

To: Board of County Commissioners

From: Ron Branine

Date: December 10th, 2018

Resolutions/Proposals: None

Update:

- Still capturing data for the preventative maintenance plan and schedule. This will be ongoing for several weeks.
- Looking into several CMMS (computer maintenance management systems) to see if any will be a good fit for our asset management.
- Fire Marshal inspection at Kelly Place went well with minor findings and we are correcting them now.
- Boiler inspector went through all county buildings with minimal findings. I did find errors in what the state had reported on equipment lists and I am working with them to fix.
- All generators inspected and serviced.

ADMINISTRATION: Nothing new to report

11:15

COUNTY COMMISSIONERS

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

12:00

RECESS

1:30

COUNTY COMMISSIONERS

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

- A D J O U R N -

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

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