

# A G E N D A

## WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, APRIL 9, 2018

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**(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)**

**9:15 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) Review warrant list

The county commissioners will take this time (at 9:15 a.m.) to review the list of warrants for approval under the consent agenda. This review time is open to the public. No other business will be transacted until the regular meeting start time of 9:30 a.m.

**RECESS.**

**9:30 COUNTY COMMISSIONERS**

- a) Declarations re: conflict of interest
- b) Pledge of Allegiance
- c) 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.*

**d) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms

**e) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' sessions of April 2 and 3, 2018
- 2) Resolution \_\_\_\_\_ - Approving Waste 2 Resources Local Solid Waste Financial Assistance Agreement between the State of Washington Department of Ecology and Walla Walla County Department of Community Health (Agreement No. W2RKSFWFA-1719-WWCCDD-00049)

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
WASTE 2 RESOURCES LOCAL  
SOLID WASTE FINANCIAL  
ASSISTANCE AGREEMENT  
BETWEEN THE STATE OF  
WASHINGTON DEPARTMENT OF  
ECOLOGY AND WALLA WALLA  
COUNTY DEPARTMENT OF  
COMMUNITY HEALTH (AGREEMENT  
NO. W2RLSWFA-1719-WWCCDD-  
00049



RESOLUTION NO.

**WHEREAS**, the Washington State Department of Ecology has proposed Agreement No. W2RLSWFA-1719-WWCCDD-00049 with Walla Walla County Department of Community Health to enforce solid waste codes and monitor solid waste facilities for compliance; and

**WHEREAS**, the Walla Walla County Department of Community Health is the designated public health agency for Walla Walla County and the Walla Walla County Community Development Department has been designated the fiscal and operating agent for this agreement; 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 said agreement, and authorize County Director of Community Health, Meghan DeBolt, and County Director of Community Development, Tom Glover, to sign the same.

Passed this 9<sup>th</sup> day of **April, 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*



## **Agreement No. W2RLSWFA-1719-WWCCDD-00049**

### **WASTE 2 RESOURCES LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title:	2017-19 LSWFA Walla Walla County SWE
Total Cost:	\$130,000.00
Total Eligible Cost:	\$89,268.00
Ecology Share:	\$66,951.00
Recipient Share:	\$22,317.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Solid Waste Enforcement

#### **Project Short Description:**

Walla Walla County will spend \$89,268 to enforce solid waste codes and monitor solid waste facilities for compliance.

#### **Project Long Description:**

N/A

#### **Overall Goal:**

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

Agreement No: W2RLSWFA-1719-WWCCDD-00049  
 Project Title: 2017-19 LSWFA Walla Walla County SWE  
 Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

**RECIPIENT INFORMATION**

Organization Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Federal Tax ID: 61-6001381

DUNS Number: 144413135

Mailing Address: 310 Poplar St, Ste 200  
 Walla Walla, WA 99362

Physical Address: 310 Poplar St, Ste 200  
 Walla Walla, Washington 99362

Organization Email: nbaston@co.walla-walla.wa.us

**Contacts**

<p><b>Project Manager</b></p>	<p>Nina Baston                  Code Enforcement Officer</p> <p>310 W Poplar St Suite 200                  Walla Walla, Washington 99362                  Email: nbaston@co.walla-walla.wa.us                  Phone: (509) 524-2616</p>
<p><b>Billing Contact</b></p>	<p>Tom Glover                  Director</p> <p>310 W. Poplar St.                  Suite 200                  Walla Walla, Washington 99362                  Email: tglover@co.walla-walla.wa.us                  Phone: (509) 524-2621</p>
<p><b>Authorized Signatory</b></p>	<p>Tom Glover                  Director</p> <p>310 W. Poplar St.                  Suite 200                  Walla Walla, Washington 99362                  Email: tglover@co.walla-walla.wa.us</p>

State of Washington Department of Ecology  
Agreement No: W2RLSWFA-1719-WWCCDD-00049  
Project Title: 2017-19 LSWFA Walla Walla County SWE  
Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Waste 2 Resources  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Meagan Gilmore  4601 N Monroe Street Spokane, Washington 99205-1295 Email: MEGI461@ecy.wa.gov Phone: (509) 329-3545
<b>Financial Manager</b>	Meagan Gilmore  4601 N Monroe Street Spokane, Washington 99205-1295 Email: MEGI461@ecy.wa.gov Phone: (509) 329-3545

**AUTHORIZING SIGNATURES**

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State  
Department of Ecology

WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT *Development*

By: \_\_\_\_\_

By: *Tom Glover* \_\_\_\_\_ *3-26-18*

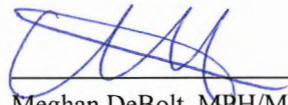
Laurie Davies Date  
Waste 2 Resources  
Program Manager

Tom Glover Date  
Director

Template Approved to Form by  
Attorney General's Office

Agreement No: W2RLSWFA-1719-WWCCDD-00049  
Project Title: 2017-19 LSWFA Walla Walla County SWE  
Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

Meghan De Bolt



3/21/18

Meghan DeBolt, MPH/MBA, Director  
WW CO Health Dept

Date

State of Washington Department of Ecology  
 Agreement No: W2RLSWFA-1719-WWCCDD-00049  
 Project Title: 2017-19 LSWFA Walla Walla County SWE  
 Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$89,268.00**

Task Title: Solid Waste Enforcement

### Task Description:

Activity: Solid Waste Facilities/Sites (Permitted/Exempt)

RECIPIENT will monitor solid waste handling facility compliance with applicable state solid waste regulations including but not limited to Chapter 173-350 WAC (Solid Waste Handling Standards), Chapter 173-351 WAC (Criteria for Municipal Solid Waste Landfills), Chapter 173-304 WAC (Minimum Functional Standards for Solid Waste Handling), and any related local solid waste regulations, or codes. RECIPIENT will accomplish monitoring of solid waste handling facilities and sites as prescribed by the applicable solid waste regulation(s), including but not limited to permitting inspections and oversight, review of groundwater data, and annual review of financial assurance.

New solid waste permit applications and notices of exemption considered during the grant period for facilities not listed in this task may be managed under this agreement.

There are seven (7) solid waste facilities or sites currently identified in Walla Walla County with an active solid waste permit: Walla Walla Street Waste Decant Facility; Sudbury Regional Landfill; Sudbury Landfill Moderate Risks Waste Facility; WSP Correctional Industries Land Application; Sudbury Landfill Compost Facility; East Isaacs Avenue Inert Waste Landfill; Atlas Sand & Gravel - Chipman Landfill

Permit renewals for the above facilities shall be issued per WAC 173-350-710(3), WAC 173-351-720(5), and RCW 70.95.190.

There is one (1) facility or site identified in post closure status: Sudbury Road Landfill

Recipient may inspect and monitor facilities or sites that are in "exempt" status; the following are currently identified: MRW Collection Events in Walla Walla, WSP Compost Facility, Koncrete Industries Inc., Granite Construction Co. -Dell Ave, Stubblefield Company, MRW Collection Events in Waitsburg, Prescott and Burbank, used oil collection sites, Walla Walla University Compost

Activity: Solid Waste Investigation, Assistance, Enforcement

RECIPIENT will investigate solid waste related complaints or concerns, including, at the RECIPIENT's discretion, assisting in the proper handling of abandoned or illegally stored junk or nuisance vehicles. RECIPIENT will offer technical assistance about solid waste regulations and how to prevent violations, and will enforce as necessary.

RECIPIENT will provide public education about proper handling and disposal methods, and how to prevent violations.

Ordinance development necessary to comply with chapter 173-350 WAC, including travel to attend Ecology sponsored trainings, are eligible costs for reimbursement under this Agreement.

RECIPIENT staff may participate in trainings, workshops, and or affiliations in order to stay current with emerging solid waste issues. Travel costs must be pre-approved by Ecology. The cost of memberships in civic, business, technical and professional organizations are allowed to the extent they are covered in the indirect rate. RECIPIENT



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may direct bill for memberships pre-approved by ECOLOGY, when indirect is not charged to the Task.

**Task Goal Statement:**

The goal of this task is to protect human health and the environment by preventing violations in the first place. RECIPIENT expects to reach this goal by providing technical assistance and education, by monitoring for compliance with state and local solid waste regulations, and by enforcing upon those in non-compliance when necessary

**Task Expected Outcome:**

Walla Walla County (WWC) will complete at least one inspection per calendar year at each permitted solid waste facility or site. WWC will track facilities / sites monitor and include the information in quarterly progress reports, including a copy of inspection reports conducted in the quarter. WWC will file all issues permits as prescribed herein.

Walla Walla County Department of Community Health will be documenting approximately 2000 code violation cases in the 2017 -2019 biennium. This will include on SWE cases handled by the Department of Community Health and/or the City of Walla Walla Code Enforcement Officers. These will be cases involving nuisance violations (junk vehicles, junk, litter, debris, unused objects and equipment and building materials) over the amounts allowed by code. This will be accomplished by site inspections, technical assistance and customer service.

**Recipient Task Coordinator:** Nina Baston

**Solid Waste Enforcement**

**Deliverables**

Number	Description	Due Date
1.1	Work as defined in the Scope of Work for this Agreement is implemented	06/30/2019



**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Walla Walla Co SWE	25.00 %	\$ 22,317.00	\$ 66,951.00	\$ 89,268.00
<b>Total</b>		<b>\$ 22,317.00</b>	<b>\$ 66,951.00</b>	<b>\$ 89,268.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

**GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

**A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal

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remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.frs.gov](http://www.frs.gov) <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <http://www.frs.gov>.

## GENERAL TERMS AND CONDITIONS

### **Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
    - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
  - d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### 4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

#### 5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

#### 6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

#### 7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

#### 11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
  - Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
  - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified



minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

#### 18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

#### 20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

Agreement No: W2RLSWFA-1719-WWCCDD-00049  
Project Title: 2017-19 LSWFA Walla Walla County SWE  
Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

Agreement No: W2RLSWFA-1719-WWCCDD-00049

Project Title: 2017-19 LSWFA Walla Walla County SWE

Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 23. 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.

## 24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

## 26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, , <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

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Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: W2RLSWFA-1719-WWCCDD-00049

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Recipient Name: WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

#### 28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

#### 29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

**COUNTY COMMISSIONERS (continued)**

- e) Consent Agendas Items (continued):**
- 3) Resolution \_\_\_\_\_ - Approving an updated Contract for Mending Services Between Walla Walla County and Cynthia Acosta
  - 4) Resolution \_\_\_\_\_ - Proclaiming April, 2018 as National County Government Month
  - 5) Resolution \_\_\_\_\_ - Designation of County legal newspaper for County printing and advertising for 2018-2019
  - 6) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_
  - 7) Payroll action and other forms requiring Board approval
- f) Miscellaneous business to come before the Board**
- g) Review reports and correspondence; hear committee and meeting reports**
- h) Review of constituent concerns/possible updates re: past concerns**

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

IN THE MATTER OF APPROVING  
AN UPDATED CONTRACT FOR  
MENDING SERVICES BETWEEN  
WALLA WALLA COUNTY AND  
CYNTHIA ACOSTA



RESOLUTION NO.

**WHEREAS**, Walla Walla County utilizes agreements with independent contractors who provide services to the county; and

**WHEREAS**, pursuant to Walla Walla County Resolution 12 051, a Contract for Mending Services between Walla Walla County and Cynthia Acosta was approved; and

**WHEREAS**, Cynthia Acosta has continued to provide mending services as needed for the County Sheriff's office; and

**WHEREAS**, an updated Contract for Mending Services between Walla Walla County and Cynthia Acosta has been prepared and subsequently executed by Cynthia Acosta; and

**WHEREAS**, said contract has been reviewed by the Prosecuting Attorney's office; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said Contract for Mending Services, and that the Chairman of the Board shall sign same in the name of the County.

*"Passed this **9th day of April, 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*

**Contract for Mending Services**

**Between Walla Walla County**

**And**

**Cynthia Acosta**

The parties agree as follows:

1. Cynthia Acosta (Contractor) will be reimbursed at the rate of \$5 per article to mend articles of clothing (including, but not limited to jumpsuits, uniforms, blankets, and other coverings). All costs, labor, tools and materials are included in this rate.
2. Upon submission of an invoice for mended articles, payment shall be made by the County within 45 days.
3. Articles shall remain the property of Walla Walla County at all times.
4. Contractor shall have the right to return articles un-mended, if mending would be cost prohibitive.
5. Contractor is and shall be at all times during the term of this Agreement 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 here under and all services performed shall be made and performed pursuant to this Agreement 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.
6. This contract may be terminated by either party at any time. Modifications to this contract shall be in writing and signed by both parties.

**Dated** this 27<sup>th</sup> day of March, 2018.

Cynthia P. Acosta

Cynthia Acosta

**Dated** this \_\_\_\_ day of \_\_\_\_\_, 2018.

James K. Johnson Chairman, District #1



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

IN THE MATTER OF  
PROCLAIMING APRIL, 2018  
AS NATIONAL COUNTY  
GOVERNMENT MONTH



RESOLUTION NO.

**WHEREAS**, the nation's 3,069 counties serve more than 300 million Americans and provide essential services to create a healthy, safe and vibrant environment; and

**WHEREAS**, during the 1800s and the early part of this century, the primary functions of county government involved the administration of justice, law enforcement, and the building and maintenance of roads; however, in recent decades the responsibilities of county government have grown enormously; and

**WHEREAS**, Walla Walla County and all counties in the United States takes pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

**WHEREAS**, in order to remain healthy, vibrant and safe, America's counties provide public health, justice, safety, infrastructure, transportation, technology, environmental stewardship and economic services that play a key role in everything from residents' daily commutes to emergency response, and it is appropriate to recognize the role county government holds in citizens' lives; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall sign a proclamation recognizing April, 2018, as National County Government Month in Walla Walla County.

*"Passed this **9th day of April, 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*

# PROCLAMATION

**WHEREAS**, the nation's 3,069 counties serve more than 300 million Americans and provide essential services to create a healthy, safe and vibrant environment; and

**WHEREAS**, during the 1800s and the early part of this century, the primary functions of county government involved the administration of justice, law enforcement, and the building and maintenance of roads; however, in recent decades the responsibilities of county government have grown enormously; and

**WHEREAS**, Walla Walla County and all counties in the United States take pride in their responsibility to protect and enhance the health, welfare and safety of its residents in efficient and cost-effective ways; and

**WHEREAS**, the United States continuously faces many challenges, and meeting those successfully includes the contributions of county government; and

**WHEREAS**, through county government, employees police roads, keep families healthy, fight disease, repair bridges, plow snow, help troubled youths and young adults, provide veterans services and do countless other jobs; and

**WHEREAS**, county government provides public safety, elections, human services, law enforcement, criminal justice through the court system,, opportunities for new businesses to prosper, and protect our water quality as well as a myriad of other services, and when natural or man-made disaster strikes, county-provided emergency services keep citizens safe and informed until order can be restored; and

**WHEREAS**, counties provide services that make America's communities stronger, safer places to live and raise families, and county governments are citizens' local voice to that end; now therefore

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

**APRIL, 2018 AS**

## **NATIONAL COUNTY GOVERNMENT MONTH**

in Walla Walla County, and urge all citizens to acquaint themselves with county government and to recognize the contributions that county officials and employees make every day to our health, safety, comfort, and quality of life.

Dated this 9th day of April, 2018, at Walla Walla County, Washington.

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

\_\_\_\_\_  
James K. Johnson, Chairman, District 1

Attest:

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

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James L. Duncan, Commissioner, District 3

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

IN THE MATTER OF THE  
DESIGNATION OF COUNTY  
LEGAL NEWSPAPER FOR  
COUNTY PRINTING AND  
ADVERTISING FOR 2018-2019

RESOLUTION NO.

**WHEREAS**, as advertised, a bid opening was held on March 26, 2018 for designation of Walla Walla County's legal newspaper for printing and advertising for a one-year term beginning July 1, 2018 and ending June 30, 2019, with the following bids opened and read publicly:

- 1) **The Times**, Waitsburg, Washington
  - Legal advertising.....\$4.50 per column inch
  - Subsequent insertions.....\$4.50 per column inch
  
- 2) **Union-Bulletin**, Walla Walla, Washington
  - Legal advertising.....\$4.64 per column inch
  - Subsequent insertions.....\$4.12 per column inch

**WHEREAS**, the item was duly considered during an open public meeting of the Board of County Commissioners on April 2, 2018, and after much discussion, a motion was made and approved, by a 2-1 vote, to award the bid to The Times of Waitsburg, Washington; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that the bid for Walla Walla County printing and advertising is hereby awarded to The Times of Waitsburg, Washington. for the period of one year, commencing on July 1, 2018 and terminating on June 30, 2019.

*"Passed this 9th day of April, 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*

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

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File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

April 10, 2018

To: Walla Walla County Board of Commissioners

Re: Department Update

**Issues/Information for the Board.**

- N/A

**Components (Main infrastructure)**

**Hardware**

- No issues

**Software**

- No issues

**Security/Viruses**

- No issues

**Other Projects**

- **Judges/Clerks Case Management and Document Management Systems**
  - Judge Wolframs is deployed
  - Waiting on Judge Lohrmanns desk hardware to be procured (Kathy Martin).
- **OnBase**
  - Search piece is now working
  - They are handing off the project to a migrator. I have asked for a conference call.
  - Conf call on 4/4/18 – saw new version of PRR module
    - Asked for technical help with Hyland proper (Hyland owns OnBase)
    - Also asked for a face to face meeting with Hyland who will be at the ACCIS conference in a few weeks.
- **Website Redesign**
  - Migration nearly complete.
    - I have been working with Revize to get the preliminary release in order prior to departmental review. Some of the navigation did not meet our requirements and they are in the process of repairing that.
- **Public Records Grant**
  - Waiting on response
  - 265 applications
- **County Logo -**
  - Assuming Connie will advise the board when she is done working with the archives.
- **Fair WiFi**
  - Awarded and contract was delivered for signature
  - Project completion April 30.
- **Jail WiFi/Guest WiFi**
  - Was using Charter internet that came with Judges TV/Cable

- Judges no longer want TV/cable
- Norrie is okay with paying the bill from inmate welfare
- Laws prevent paying for the service if it is not used for inmate welfare
- Propose CE pay ¼ of the yearly bill for use of WiFi
- **Tech Refresh**
  - Done
- **Brought up a virtual server for NetMotion**
  - Testing is beginning
  - Last I heard they have 10-12 users running the application and they seem to like it.
  - Testing period ends on 4/25/18
- **Old Email Server**
  - Need to offload to a search appliance/software so we don't lose what we have.
  - Request to Jesse to let us take the old server down if we don't have any requests that would require us to search that server.
- **Retention**
  - Have been going through all paper records for retention disposition.
  - Was able to destroy a significant number of records back to mid-1990's
- **Public Record Requests Last 2 Weeks**
  - 3= Requests received
  - 0 = Forwarded to departments
  - 2= Completed
  - 0= Pending Closure
  - 0 = Litigation hold
  - 0 = Pending 3<sup>rd</sup> party notice
  - 6 = Open/Being handled by the PRO

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#### **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 \_\_\_\_\_ - Approval  
of out of state travel to attend the  
National Association of Drug Court  
Professionals Training Conference

b) Department update and miscellaneous



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

**IN THE MATTER OF APPROVAL FOR  
OUT OF STATE TRAVEL TO ATTEND  
THE NATIONAL ASSOCIATION OF  
DRUG COURT PROFESSIONALS  
CONFERENCE**

**RESOLUTION NO.**

**WHEREAS**, pursuant to RCW 82.14.460, a county legislative authority may authorize, fix, and impose a one-tenth of one percent sales and use tax for the purpose of providing for the operation or delivery of new or expanded chemical dependency or mental health treatment programs and services and for the operation or delivery of new or expanded therapeutic court programs and services; and

**WHEREAS**, said tax was imposed and enacted pursuant to Walla Walla County Ordinance 398 and continued via Walla Walla County Ordinance 453, and the Walla Walla County therapeutic court program is now in operation; and

**WHEREAS**, a Family Treatment Court Team was formed to establish and assist in the operation of the program, and various team members have previously attended an annual training conference sponsored by the National Association of Drug Court Professionals; and

**WHEREAS**, the 2018 conference is being held May 30, 2018 through June 2, 2018 in Houston, Texas, and Norrie Gregoire, County Corrections Director (with oversight of adult and juvenile Corrections through the County Jail and Juvenile Justice Center) has requested approval of out of state travel for five members of the team – three County employees and two non-County professionals - to attend the National Association of Drug Court Professionals (NADCP) Conference; and

**WHEREAS**, the travel request is to allow Jeff Gwinn, Treatment Court Coordinator, County Department of Court Services; Frank Martinez, Adult Recovery Court Counselor, County Department of Court Services; Michelle Morales, Walla Walla County Deputy Prosecuting Attorney; Janel Torrescano, Caseworker, Washington State Department of Social and Health Services; and Andrea Dressler, Chemical Dependency Counselor, Serenity Point Counseling, Walla Walla, a service provider, to attend the conference; and

**WHEREAS**, the focus of the training to be provided is to incorporate continuing best practices and standards into Walla Walla County's drug courts, and attendance at this training ensures that this Drug Court Team is achieving these standards; and

**WHEREAS**, it is proposed that conference registration, transportation, lodging, and meal costs for all Drug Court Team members will be covered by Fund 12000 of the Walla Walla County Budget, County Mental Health .01%, Juvenile Justice section; and

**WHEREAS**, pursuant to County policy, Employee Travel Authorization forms have been submitted; and

**WHEREAS**, non-County employees have executed Walla Walla County Travel Scholarship forms outlining certain responsibilities; now therefore

**BE IT HEREBY RESOLVED** by this Board of County Commissioners that out of state travel for the county employees and other member of the Family Treatment Court Team named above shall be approved.

**BE IT FURTHER RESOLVED** that additional time related to said travel to or from said event, if needed, is also approved.

**BE IT FURTHER RESOLVED** that reasonable and allowable travel expenses, pursuant to and consistent with the Walla Walla County Personnel Policies and Operations Manual, Policy 40.05.0, Business Expenses and Travel Compensation, shall be paid by Walla Walla County Fund 12000 (12007 Juvenile Justice section) subject to review and approval by the County Auditor's office for accountability and auditing purposes, for the persons/positions named above.

*"Passed this 9th day of April, 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*

# Jon Cassetto, Court Services Manager

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455 W. Rose, Walla Walla WA. 99362 | 509-524-2806 | jcassetto@co.walla-walla.wa.us

4/03/2018

James Johnson, Chairman  
Walla Walla County Board of Commissioners  
James Duncan, Commissioner  
Todd Kimball, Commissioner

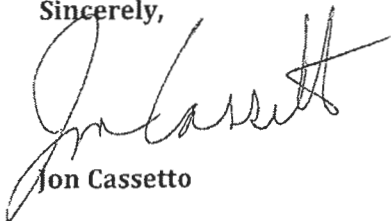
Dear Commissioners Johnson, Duncan, and Kimball

To maintain the fidelity of Walla Walla County's Drug Courts, I am requesting approval to send five members from our drug court programs to Houston, Texas to attend the National Association of Drug Court Professionals national conference. This conference is recognized as the pinnacle for drug court trainings, informing its attendees as to best practices and standards for drug courts. Attendance by members of our drug court programs ensures that we are achieving these standards and incorporating them into our three drug courts to solidify and maintain their success.

It is important that this training is provided across the various disciplines of our drug court team members, therefore I am requesting that the following team members be approved to attend this training: Jeff Gwinn, Court Coordinator for the Department of Court Services, Frank Martinez, Community Supervision Officer for Adult Recovery Court Department of Court Services, Janel Torrescano, Case Worker for Family Treatment Court and employed by the Division of Children and Family Services, Andrea Dressler, Chemical Dependency Counselor employed by Serenity Point Counseling, and Michelle Morales, Deputy Prosecuting Attorney employed by the Walla Walla County Prosecutors Office.

Currently within the County Mental Health-Juvenile Justice budget we are unspent in our travel line of \$10,000 and I anticipate unspent dollars also in the Treatment Court Coordinator salary and benefit lines as we have not had a coordinator in that position for the last three months. It is my feeling that this budget can cover this travel expense.

Sincerely,



Jon Cassetto



# JUSTICE FOR ALL

**NADCP Annual Training  
Conference featuring Vet Court  
Con**

**COUNTDOWN TO #NADCP18**

54

Days

May 30 - June 2, 2018 | Houston, Texas  
George R. Brown Convention Center

The world's largest conference on  
addiction, mental health, and recovery in  
the justice system is heading to Houston!

# Conference Highlights



**5,000+**  
**Attendees**



**300**  
**Sessions**

- Adult, family, and juvenile treatment court
- Tribal healing to wellness court
- DWI court
- Mental health court
- Veterans treatment court
- 33 tracks
- 3 general sessions
- 3-hour skill-building workshops
- Nightly film festival
- Justice For Vets Mentor Corps Boot Camp

2017 NADCP Annual ...



**Continuing**  
**Education**



**Enjoy**  
**Houston**

- Continuing Legal Education (CLEs)
- Continuing Judicial Education (CJEs)
- Continuing Education Units (CEUs - for substance use counselors and social workers)
- Fourth-largest city in the US
- World-class dining, shopping and entertainment
- Home of the 2017 MLB World Series Champion Astros

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Use of County roads for the Tour of Walla Walla Bicycle Races
- 2) Resolution \_\_\_\_\_ - Use of Mill Creek for the Exchange Club annual Ducky Derby
- 3) Execute Contract with Central Manufacturing, Inc. for Hot Mix Asphalt 2018

**b) Department update and miscellaneous**

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

IN THE MATTER OF USE OF  
COUNTY ROADS FOR THE TOUR OF  
WALLA WALLA BICYCLE RACES

}

RESOLUTION NO.

**WHEREAS**, Allegro Cyclery is hosting the Tour of Walla Walla Bicycle Races and holding divisions of the event for hobby racers with the intent of encouraging youth to engage in positive, healthy activities; and

**WHEREAS**, said event will be held on Friday, April 20, 2018 beginning at 9:00 a.m. and ending around 7:00 p.m., and Saturday, April 21, 2018 beginning at 8:00 a.m. and ending around 5:00 p.m., and Sunday, April 22, 2018 beginning at 8:00 a.m. and ending around 5:00 p.m.; and

**WHEREAS**, the event organizers have agreed to notify emergency services prior to the event for the necessary safety and emergency services information; and

**WHEREAS**, the event organizers shall provide traffic control, signage and flaggers in accordance with the approved Special Event Permit; and

**WHEREAS**, the event organizers have provided a certificate of insurance naming Walla Walla County as additional insured and have agreed to include Walla Walla County in their registration/release waiver; and

**WHEREAS**, the event organizers shall provide a news release to the local newspapers announcing the event dates; now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that permission be granted to the race organizers to use the following County roads: Wilson Hollow Road, McCown Road, Lower Waitsburg Road, Middle Waitsburg Road, Ferris Road, Bolles Road, McKay Alto Road, Coppei Road and Lower Whetstone Road Friday, April 20 through Sunday, April 22, 2018.

Passed this 9<sup>th</sup> day of **April, 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 USE OF MILL  
CREEK FOR THE EXCHANGE  
CLUB ANNUAL DUCKY DERBY**



**RESOLUTION NO.**

**WHEREAS**, the Exchange Club of Walla Walla is sponsoring their annual Ducky Derby on Mill Creek on Saturday, May 19, 2018, from 11:00 am to 4:00 pm; and

**WHEREAS**, the Exchange Club has requested permission to conduct the race on Mill Creek between the Yellowhawk/Garrison Creek diversion structure and the Tausick Way Bridge; and

**WHEREAS**, the event organizers have agreed to notify emergency services prior to the event for the necessary safety and emergency services information; and

**WHEREAS**, the Mill Creek Flood Control Zone District has been named as an Additional Insured on the liability coverage for this event; and

**WHEREAS**, the event organizers shall provide a news release to the local newspapers announcing the event date; now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, acting as supervisors of the Mill Creek Flood Control Zone District, that the Exchange Club be granted permission to conduct their annual race on Saturday, May 19, 2018.

*Passed this 9<sup>th</sup> day of **April, 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

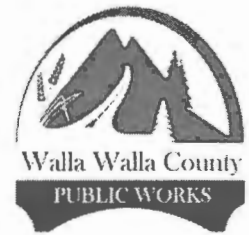
\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

\_\_\_\_\_  
James L. Duncan, Commissioner, District 3

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



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



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To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 5 April 2018

Re: Director's Report for the Week of 2 April 2018

**Board Action: 9 April 2018**

**Resolutions:**

**In the Matter of Use of County Roads for the Tour of Walla Walla Bicycle Races**

**In the Matter of Use of Mill Creek for the Exchange Club Annual Ducky Derby**

**Miscellaneous:**

**In the Matter of Signing a Contract for Hot Mix Asphalt**

**ENGINEERING:**

- Blue Creek Bridge/Mill Creek FH: Mr. Larson and the Bank have signed the stipulation, waiting on Pacific Power.
- Pflugrad Bridge: Project to be advertised.
- Mill Creek Road MP 1.1 to MP 3.96: Answering land owner concerns.
- Mud Creek: Appraisal review in progress.
- Whitman Drive W.: Consultant working on ROW plan.
- Middle Waitsburg Road: Will survey this summer.
- Scenic Loop Road: Delayed survey to late 2018.
- Stormwater: Havstad and Prescott to be completed late summer.
- Miscellaneous: CRAB reviewed 5 possible projects for funding. CRAB will provide a visual rating which can be used to determine the most competitive project.

**MAINTENANCE/FLEET MANAGEMENT:**

- South crews preparing for chip seal activities.
- North crews blading
- Vegetation/Signs spraying as weather allows.
- Garage working on routine maintenance.

**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) 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))

**11:00**

**FACILITIES MAINTENANCE**

**Tom Byers**

- a) Department update and miscellaneous

**11:15 COUNTY COMMISSIONERS**

- a) Executive session re: personnel to review performance of a public employee (pursuant to RCW 42.30.110(g))
- b) 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.*