

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
TUESDAY, JANUARY 16, 2018

(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' proceedings for January 8 and 9, 2018
 - 2) Resolution _____ - County Commissioners' committee appointments for 2018
 - 3) Resolution _____ - Amendment A-Revised to Contract E18-035 for Wireline and Wireless Enhanced 911 Operations

BOARD OF COUNTY COMMISSIONERS

WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF WALLA
WALLA COUNTY
COMMISSIONERS' COMMITTEE
ASSIGNMENTS FOR 2018



RESOLUTION NO.

WHEREAS, in accordance with RCW 36.32.100, James K. Johnson was elected chairman of the Board of County Commissioners for Walla Walla County for 2018; and

WHEREAS, Commissioners James K. Johnson, Todd L. Kimball, and James L. Duncan are duly appointed to serve on the below designated committees for 2018 pursuant to the authority listed:

JAMES K. JOHNSON, CHAIR

County Law Library (ex-officio trustee as Chair)	Statute
Emergency Management Executive Board	Interlocal Agreement
Executive Alliance (as Chair)	Standing Committee
LEOFF I Disability Board (alternate)	Statute
Lodging Tax Advisory Committee Chair	Statute
Regional Shorelines Master Plan update (team leader)	Interlocal Agreement
Snake River Salmon Recovery Board (alternate)	Interlocal Agreement
Southeast Washington Aging and Long Term Care Council of Governments (alternate)	Interlocal Agreement
Valley Transit	Statute
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Watershed Management Partnership Board (alternate)	Bylaws
WA Counties Insurance Fund	Member County
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
WA State Association of Counties (WSAC) Board of Trustees (Eastern WA delegate)	WSAC Member County
WA State Association of Counties (WSAC) Legislative Steering Committee (delegate)	WSAC Member County

TODD L. KIMBALL

Blue Mountain Resource Conservation and Development District	Member County
Emergency Management Executive Board	Interlocal Agreement
Emergency Medical Services Dept. Advisory Committee	Bylaws
Emergency Medical Services & Trauma Care Council	Bylaws
Greater Columbia Behavioral Health Regional Support Network (alternate)	Statute
Snake River Salmon Recovery Board	Interlocal Agreement
Valley Transit	Statute
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Work Force Development Council Regional Board	Statute
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
Walla Walla Watershed Management Partnership Board	Bylaws
Work Source Employers Committee	Standing Committee

JAMES L. DUNCAN

Emergency Management and Communications Advisory Board	Standing Committee
Emergency Management Executive Board	Interlocal Agreement
Greater Columbia Behavioral Health Regional Support Network	Statute
LEOFF I Disability Board	Statute
Southeast Washington Aging and Long Term Care Council of Governments	Interlocal Agreement
WA Counties Risk Pool Board (alternate)	Interlocal Agreement
Walla Walla Fair and Frontier Days Board	County entity Bylaws
Walla Walla Valley Metropolitan Planning Organization Policy Board – as designated	Interlocal Agreement
Washington State Association of Counties (WSAC) Legislative Steering Committee (alternate)	WSAC Member County
WESCOM (Walla Walla Emergency Services Communications) Executive Committee	Standing Committee

and

WHEREAS, it has further been determined that each county commissioner will informally serve as board liaison to county offices and departments, as outlined on the attached "Attachment A", which is by this reference made a part hereof; now therefore

BE IT HEREBY RESOLVED that the above-named Walla Walla County Commissioners shall serve on the above listed committees for the year 2018.

*"Passed this **16th day of January, 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*

ATTACHMENT A

Walla Walla County Board of Commissioners Board liaisons by office and department for year 2018

JAMES K. JOHNSON, CHAIR

- County elected officials (as chair)
- Emergency Management (as chair, assignment will change yearly)
- Human Resources/Risk Management
- Public Works

TODD L. KIMBALL

- Community Development
- Emergency Medical Services
- Fairgrounds
- WSU Extension

JAMES L. DUNCAN

- Community Health
- Corrections (to include Juvenile Justice Center/Court Services as part)
- Facilities Maintenance
- Technology Services

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF APPROVING
AMENDMENT A-REVISED TO
CONTRACT E18-035 FOR
WIRELINE AND WIRELESS
ENHANCED 911 OPERATIONS**



RESOLUTION NO.

WHEREAS, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

WHEREAS, pursuant to RCW 38.52 the Washington State Military Department has the authority to assist and facilitate the implementation and operation of Enhanced 911 throughout the state; and

WHEREAS, pursuant to Walla Walla County Resolution No. 17 252, Walla Walla County and the Washington State Military Department entered into Agreement E18-035, E911 County Basic Service Operations Contract SFY 2018, relative to the operation of an Enhanced 911 communication system in the county; and

WHEREAS, Amendment A-REVISED, to adjust funds based on updated expenditures and projected revenues and also to include contract modification, has been offered to the County for approval; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said amendment A-REVISED to Contract Number E18-035 for E911 Wireline and Wireless Operations, and that the Chair of the Board shall sign same.

*"Passed this **16th day of January, 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

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**E911 County Basic Service Operations Contract SFY 2018
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: Walla Walla County Agency (COUNTY) 15 North 3rd Avenue Walla Walla, Washington 99362		2. CONTRACT NUMBER: E18-035	3. AMENDMENT NUMBER: A- REVISED
4. CONTRACTOR CONTACT, PHONE/EMAIL: Steven Ruley / 509.527.1959 sruley@wallawallawa.gov		5. MD STAFF CONTACT, PHONE/EMAIL: Teresa C Lewis / 253.512.7481 teresa.lewis@mil.wa.gov	
6. TIN or SSN: NONE	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: NONE	8. FUNDING SOURCE NAME/AGREEMENT #: RCW 38.52.510, .540, .545 & WAC Chapter 118-66	
9. FUNDING AUTHORITY: Washington State Military Department (DEPARTMENT) and State Enhanced 911 Funds			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: This amendment adjusts the funds in the Budget Sheet (Attachment E) based on updated expenditures and projected revenues, also to include contract modification.			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> Contract expiration date of August 15, 2018 remains unchanged. Contract performance period of July 1, 2017 through June 30, 2018 remains unchanged. Change the overall contract amount from \$170,357 to \$150,457; a decrease of \$19,900 Change the FY18 CPD funding amount from \$39,800 to \$19,900; a decrease of \$19,900 FY18 Basic Service Operating funding amount remains unchanged. Replace the original Budget Sheet (Attachment E) with the revised Budget Sheet (Attachment E) attached. Attachment A, Special Terms and Conditions, section VII., item G. Attendance Obligations, under Advisory Committee Meetings delete six (6); and under Coordinator Forums: delete 'and to the June Summer Training forum/conference of each year,'; add the word 'and' between 'Fall Forum and the' Delete in Attachment B, The General Terms & Conditions, item 14) INDEMNIFICATION: Attachment C, Statement of Work, replace under section S5 MSAG/Mapping/GIS Coordinators, item 3, with <i>'During this contract period, each county will participate in any training and GIS dataset tests or QA/QC checks recommended by the E911 Advisory Committee and approved and/or required by the SECO.'</i> and item 5, with <i>'During this contract period, each county will demonstrate progress towards the anticipated December 31, 2018 deliverable to 'deliver to the SECO (or designated vendor) GIS datasets that includes the following data layers (Road Centerline, PSAP Polygon, Law Enforcement Emergency Service Zone (ESZ), Fire ESZ, and EMS ESZ) as required in the Washington NG911 GIS Data Standards, with no critical error fallout (gaps and overlaps, range overlaps in the road centerline), and which have been synchronized to the ALI, at a 98% match rate. Though not required, at this time the Site Structure Address Points (SSAP) layer is highly recommended. If SSAP layer is submitted it must not contain any duplicate address points.'</i> and change under section S4 County Coordinator Salary, item 3, required attendance from three to two forums per fiscal/contract year. <p>This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.</p>			
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
<hr/> Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington State Military DEPARTMENT		<hr/> Signature _____ Date _____ James K. Johnson Chairman Walla Walla County Board of Commissioners	
BOILERPLATE APPROVED AS TO FORM: Brian Buchholz (signature on file) 6/13/2012 Assistant Attorney General			

REVISED BUDGET SHEET
E911 COUNTY CONTRACT – SFY 2018
July 1, 2017 – June 30, 2018

	SFY2018 - Original	SFY2018 Revised
Coordinator Professional Development	\$ 39,800	\$ 19,900
Basic Service Operating	\$ 130,557	\$ 130,557
TOTAL CONTRACT NOT TO EXCEED	\$ 170,357	\$ 150,457

COUNTY COMMISSIONERS (continued)

e) Consent Agenda Items (continued):

- 4) Resolution _____ - Approving out of state travel for County Sheriff John Turner
- 5) Resolution _____ - Awarding an additional Contract for Indigent Legal Services for 2018 (Hartzell)
- 6) County vouchers/warrants/electronic payments as follows: 4193497 through 4193608, totaling \$185,528.21 and 4193609 in the amount of \$22,968.60 (draw taxes)
- 7) Payroll action and other forms requiring Board approval

f) Action Agenda Items:

- 1) Execute Community Outreach Fund Agreement between Walla Walla County and Fort Walla Walla Museum for World War II Memorial Project
 - 2) Proposal 2018 01-16 LTAC Approval of 2017 supplemental grant funding
- g)** Miscellaneous business to come before the Board
- h)** Review reports and correspondence; hear committee and meeting reports
- i)** Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
OUT OF STATE TRAVEL FOR
COUNTY SHERIFF JOHN TURNER



RESOLUTION NO.

WHEREAS, Walla Walla County Sheriff John Turner has requested out of state travel approval to attend the FBI-LEEDA (Law Enforcement Executive Development Association) Command Leadership Institute, to be held February 12-16, 2018 in Fort Worth, Texas; and

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

WHEREAS, pursuant to County policy, an Employee Travel Authorization form has been submitted; now therefore

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

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

Passed this 16th day of January, 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*



John A. Turner
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

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

Sheriff's Office (509) 524-5400
Fax (509) 524-5480
Dispatch (509) 527-3265
Toll Free (877) 527-3268
Email sheriff@co.walla-walla.wa.us


John W. King *Chief Criminal Deputy*
Shanda J. Zessin *Chief Civil Deputy*

Memorandum

Date: January 6, 2018

To: Board of County Commissioners

From:  Shanda Zessin, Chief Civil Deputy

RE:  Out of state travel: John Turner

Sheriff Turner is requesting funding approval for out of state travel to the FBI-LEEDA Command Leadership Institute in Fort Worth Texas, February 12, through February 16, 2018. CLI is a dynamic and challenging program uniquely designed to prepare law enforcement leaders for command level positions.

Recommendation:

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

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FBI-LEEDA ^(?)

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FBI-LEEDA is a 501(c)(3) corporation. The majority of members of FBI-LEEDA are chief executive officers of law enforcement agencies, directors and commissioners of public safety, and elected sheriffs throughout the United States and numerous foreign countries. One of the requirements for active membership in FBI-LEEDA is to have participated in a Command Leadership Institute, the LEEDS training program at the FBI Academy, or one of the regional FBI Command Colleges located throughout the United States. Members of the association consist mostly of decision-makers from local, state and federal law enforcement agencies. In addition to FBI-LEEDA's mission to be the premier provider of leadership and management training, the association strives to provide information to its members which will enhance their ability to establish and maintain an outstanding quality of life in the communities in which they serve.

Mission

The Mission of FBI-LEEDA, Inc. shall be:

To advance the science and art of law enforcement leadership and promote the exchange of information to improve law enforcement management practices through training, education, and networking among police professionals across the United States and beyond.

History

The LEEDS program was first conceptualized to fill a void in the FBI executive training programs for municipal, state, and federal leaders of law enforcement agencies having between 50 and 500 members. On January 18, 1981, the Management Science and Leadership Unit at Quantico, led by SSA Robert McCarthy in collaboration with faculty from the University of Virginia, began a two-week training program at the FBI Academy at Quantico to meet this need. The Law Enforcement Executive Development Seminar ("LEEDS") was born. However, the request for executive level training continually exceeded scheduling availability at Quantico.

In 1986, Chief Terry Mangan of Spokane, WA, and Under Sheriff Paul Pastor of Pierce County, WA, teamed with Al Whittaker, the SAC in Seattle, to establish the Northwest Command College and brought the LEEDS program to the West Coast. Regional LEEDS classes became so popular that the program expanded and now encompasses more than 20 regional training sites located throughout the United States. They are presently known as Regional Command Colleges. The response by the law enforcement community to the LEEDS programs, both regionally and at the FBI Academy, has been overwhelming and its success can be measured by its significant growth since 1981. The LEEDS network continues to graduate a significant number of law enforcement executives annually.

In 1991, a group of LEEDS graduates, along with SSA Robert McCarthy, formed an association to provide graduates with a vehicle for continued networking and educational opportunities. **FBI-LEEDA, Inc.**, also known as the Law Enforcement Executive Development Association, a non-profit 501(c)(3) corporation, was formed. Today, FBI-LEEDA's membership includes law enforcement executives throughout the United States, U.S. territories, and foreign countries.

The Association holds an annual training conference in the spring to provide members with up-to-date information and exceptional networking opportunities. In 1998, the Association invited a limited number of vendors to display the latest technology and product lines for conference attendees. This addition to the training conference was so successful that it has been continued each year. FBI-LEEDA's tremendously successful Corporate Partnership Program is a result of the exhibitors continuing support of the Association.

In August of 2002, FBI-LEEDA began offering leadership and management seminars to law enforcement agencies throughout the United States. The two-day programs for mid-level managers was very well received. FBI-LEEDA continues to meet the demand for law enforcement training and expanded its seminars in 2005 to include advanced leadership and management training.

In 2006, FBI-LEEDA introduced the Supervisor Leadership Institute and Command Institute for Law Enforcement Executives. The Supervisor Leadership Institute is a dynamic, intensive and challenging five-day program specifically and uniquely designed for first-line supervisors and middle managers. The Executive Leadership Institute is a similar program specifically and uniquely designed to prepare law enforcement leaders for command level positions.

The Command Leadership Institute (CLI) is part two of the three-step leadership series that makes up the FBI-LEEDA Trilogy. The CLI is a dynamic and challenging program uniquely designed to prepare law enforcement leaders for command level positions.

The Command Leadership Institute provides real-life, contemporary, best-practice strategies and techniques for those who are already commanders or are aspiring to a command level assignment. CLI faculty members are passionate instructors who have executive level law enforcement and leadership experience.

CLI students will be engaged in such topics as: credibility, command discipline, liability, problem employees, and leading change within an organization. The Command Leadership Institute is student-centered with a high degree of student involvement.

The cost of the Command Leadership Institute is \$650.

Sworn and professional law enforcement staff are welcome to all FBI-LEEDA courses. You do not have to be a member to attend a course. Each student must register for courses under their own Username and Account.

For further information regarding this or any other FBI-LEEDA course, please contact FBI-LEEDA at 1-877-772-7712 or email us at: info@fbileeda.org (<mailto:info@fbileeda.org>).

Cancellation Policy: FBI-LEEDA, Inc. makes every attempt to complete all of our scheduled courses, however, we may have to postpone or cancel any course because of insufficient paid enrollment, host agency request, or for any unforeseen circumstance, such as weather or illness. If FBI-LEEDA postpones or cancels a course, the student will have the option of enrolling in another course or be refunded the course registration fees in full. Re-enrollment must be done within 30 days from date of cancellation or a refund will be issued. FBI-LEEDA is not responsible for any travel costs or fees incurred by the student for any cancelled or postponed course. A student may request to be withdrawn from any course by emailing lweber@fbileeda.org (<mailto:lweber@fbileeda.org>) at least two business days prior to the start of the course. A \$75 cancellation fee will be applied to refunds for student-initiated cancellations. Refunds will not be issued for no-shows. **All registration fees must be paid in full prior to the start of the course.**

FBI Law Enforcement Executive Development Association is a private non-profit organization and is not part of the Federal Bureau of Investigation or acting on its behalf.

Contact Us

FBI-LEEDA, Inc.
 17 Grand Valley Parkway, Suite 121
 Myerstown, PA 17351
 Phone: 1-877-772-7712 or 704-921-5121
 Fax: 717-648-3193
info@fbileeda.org

Quick Links

Connect With Us



We are extremely pleased with the success and development of FBI-LEEDA and will continue to bring the best executive level training, as well as the latest innovations in products and technology, to chief executives of law enforcement throughout the world.

FBI Law Enforcement Executive Development Association is a private non-profit organization and is not part of the Federal Bureau of Investigation or acting on its behalf.

Contact Us

FBI-LEEDA, Inc.
1000 West Valley Parkway, Suite 100
Mason, MA 01953
Phone: 507.777.7717 ext. 404-121
7001
Fax: 508.634.0290
mailto:info@fbleeda.com

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BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
AWARDING AN ADDITIONAL
CONTRACT FOR INDIGENT
LEGAL SERVICES FOR 2018
(HARTZELL)

}

RESOLUTION NO.

WHEREAS, Walla Walla County is required to provide legal representation for indigent citizens when so determined by the Courts of Jurisdiction on all matters related to District Court criminal matters and Superior Court criminal matters, dependency hearings, mental health hearings, and other such matters before the Courts; and

WHEREAS, it is the opinion of this Board of Walla Walla County Commissioners that said legal services can best be provided for indigent persons by entering into individual contracts with certain attorneys who will accept a percentage of the appointments for felony and other cases pursuant to the conditions set forth in the contract; and

WHEREAS, pursuant to Walla Walla County Resolution 17 326, contracts with certain attorneys were approved; and

WHEREAS, an additional signed contract has now been received from John Hartzell, III; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said contract between Walla Walla County and John Hartzell, III.

BE IT FURTHER RESOLVED that the contract period shall be for January 1, 2018 through June 30, 2018.

*"Passed this **16th day of January, 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: 1/4/18

Proposal ID: 2018 01-16 LTAC

To: BOCC

From: Walla Walla County Lodging Tax Advisory Committee (LTAC)

Intent – Request Board of County Commissioners approval for funding from lodging tax proceeds for project identified below.

Topic – Lodging Tax Advisory Committee Recommendation

Summary

The Lodging Tax Advisory Committee (LTAC) met for a special meeting Thursday, January 4, 2018 to review an application from Visit Walla Walla that was received in a timely manner, however was inadvertently not included in the original requests provided to the committee to review for 2018 grant funds. The application was reviewed and the committee recommends that Visit Walla Walla be awarded \$20,000 for 2018.

Cost

\$20,000

Funding

Lodging Tax Funds

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

Conclusion/Recommendation

Recommend BOCC approve recommendation presented by the Walla Walla County Lodging Tax Advisory Committee.

Submitted By

WW County Lodging Tax Advisory Committee

Name Department Date

Signature

Disposition

Approved

Approved with modifications

Needs follow up information

Denied

BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up

a) **Consent Agenda items:**

- 1) Resolution _____ - Approving Agreement between Children's Home Society of Washington and Walla Walla Community Health
- 2) Resolution _____ - Approving Facility Partner Cooperation Agreement and Lease with State of Washington, Health Care Authority (K2571)
- 3) Resolution _____ - Appointing Designated Mental Health Professional to perform detention and commitment duties (Wentz)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A
AGREEMENT BETWEEN THE
CHILDREN'S HOME SOCIETY
OF WASHINGTON AND
WALLA WALLA COUNTY



RESOLUTION NO.

WHEREAS, the Children's Home Society of Washington has proposed an agreement with Walla Walla County Department of Community Health for the provision of nursing services for the Early Health Start Program; and

WHEREAS, the agreement benefits the citizens of Walla Walla County; 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 Community Health, Meghan DeBolt, to sign the same

Passed this 16th day of January, 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*

EXHIBIT A:

STATEMENT OF WORK

I. PROGRAM GOALS

CHSW's Early Head Start's commitment to wellness embraces a comprehensive vision of health for children, families, and staff. The primary goal and objective of this contract is to ensure that, through collaboration among families, staff, and health professionals, all child health and developmental concerns are identified, and children and families are linked to an ongoing source of continuous, accessible care to meet their basic health needs.

The Contractor shall participate in multidisciplinary case management to allow that comprehensive, accessible, health services are available to all children and families enrolled in CHSW's Early Head Start Program. The Contractor will provide referral, case consultation, and advocacy in conjunction with Home Visitors and Family Advocates, which promote the enrolled children's physical, emotional, and social development and promote family health practices that enhance lifelong well being and prevent illness and injury. These services will be delivered in a family-centered, culturally appropriate manner, and will be measured using pre-determined, mutually agreed upon outcomes.

II. PROGRAM OBJECTIVES

The Statement of Work addresses what services will be delivered, and specifies how health services will be delivered from the initial determination of the child and families' health status and developmental needs, through the delivery of ongoing services provided in collaboration with parents and professional service providers.

A. Services to Pregnant Women

Through consultation and referral:

1. The Contractor will assist pregnant women to access comprehensive prenatal and postpartum care, through referrals, immediately after enrollment in the program. This care will include:
 - a. Early and continuing risk assessments, as appropriate, which include an assessment of nutritional status as well as nutrition counseling and food assistance, if necessary;
 - b. Health promotion and treatment, including medical and dental examinations on a schedule deemed appropriate by the attending health care providers as early in the pregnancy as possible; and

2. The Contractor will provide information on the benefits of breast feeding to all pregnant and nursing mothers. For those who choose to breast feed in center based programs, arrangements will be provided as necessary.

B. Child and Family Health Services

1. Assist each child in establishing a “medical home”.
 - a. In collaboration with the parents and as quickly as possible, but no later than 45 calendar days from the child’s enrollment into the program, the Contractor will make a determination as to whether or not each child has an ongoing source of continuous, accessible health care that serves as a “medical home,” and that can continue beyond the time of Early Head Start transition. The Contractor will also determine whether or not each child has a source of funding for health services, which is necessary to assure a prompt and complete assessment of a child’s health status.
 - b. If a child does not have a source of ongoing health care, the Contractor will assist the parents in accessing a primary source of care. If a child does not have a continuous source of care, staff and parents will work together to plan strategies to ensure that the family acquires a medical home. Strategies include:
 - 1) Seek assistance from the Health Services Advisory Committee to identify long-term providers, sources of funding for health services, and ways to inform community health providers about the health needs of Head Start children and families;
 - 2) Work with local Medicaid agencies and other community health providers to determine a child’s eligibility for medical assistance including the Customer Service Representative at HealthPoint; and
 - 3) Carefully and periodically review health records to ensure that recommended treatment and preventive services are being provided, and that plans are developed for treatment and follow-up.
 - c. The Contractor will evaluate through medical records whether each child is up-to-date on a schedule of age appropriate preventive and primary health care, which includes medical, dental and mental health. Such a schedule will incorporate the requirements for a schedule of well child care utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program of the State of Washington, the latest immunization recommendations issued by the Centers for Disease Control and Prevention, as well as any additional

recommendations from the Health Services Advisory Committee that are based on prevalent community health problems:

- 1) For children who are not up-to-date on an age-appropriate schedule of well child care, the Contractor will assist parents in making the necessary arrangements to bring the child up-to-date;
 - 2) For children who are up-to-date on an age-appropriate schedule of well child care, the Contractor will ensure that they continue to follow the recommended schedule of well child care; and
 - 3) The Contractor will work collaboratively with parents and providers to make arrangements for children to receive needed examinations and immunizations.
 - 4) The Contractor will advocate for lead and anemia screening, at one and two years of age through medical providers.
- d. The Contractor will serve as a member of the Health Services Advisory Committee (HSAC). By drawing upon its knowledge of the community, the HSAC provides guidelines on services such as:
- 1) Standards for prenatal care;
 - 2) The frequency of tuberculin and lead testing;
 - 3) The frequency of dental visits;
 - 4) Preventive recommendations regarding the use of community water fluoridation, the topical use of fluoride, and various other dental services;
 - 5) Testing and preventive measures for community health problems such as sickle cell anemia, intestinal parasites, Fetal Alcohol Syndrome/Effect, baby bottle tooth decay (infant dental caries), head lice, and Hepatitis A;
 - 6) Recommendations for additional immunizations (e.g., children at high risk could be immunized against Hepatitis A), and
 - 7) Whether the schedule of EPSDT services, as implemented in the community, adequately addresses all aspects of health.

2. Extend Follow-up and Treatment.

- a. Through Consultation and Referral: The Contractor will inform case management in arranging further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health or developmental problem; and develop and implement a follow-up plan for conditions identified so that any needed treatment is begun;
 - b. Check regularly with parents, primary health care providers and other staff members to determine if examinations or treatments have taken place;
 - c. Collaborate with center-based staff and home visitors for the careful and repeated review of health records;
 - d. Encourage health professionals to explain all procedures to families; and
 - e. Ensure that parents understand how to navigate the referral procedures in various health care delivery systems.
3. Dental Follow-up and Treatment.
- Through consultation and referral:
- a. Preventive dental services and treatment are designed to ensure that a child's teeth and gums are healthy, and that dental health problems do not affect a child's overall health. The Contractor will address barriers to treatment to enable families to access recommended dental procedures. Barriers may include a lack of information, transportation, or funds; or the unwillingness of dental providers to serve Head Start children. Dental follow-up and treatment will include:
 - 1) Fluoride supplements and topical fluoride treatments as recommended by dental professionals;
 - 2) Fluoride supplements, which may be recommended by dental professionals when communities do not fluoridate their water. These supplements are particularly useful for teeth that have not yet erupted through the gums;
 - 3) Daily brushing with fluoride toothpaste, the best way to get topical fluoride, which acts on teeth that have already erupted through the gums; and
 - 4) Other necessary preventive measures and further dental treatment as recommended by the dental professional.
3. Address the Health Concerns of Children with Disabilities through consultation and referral.

- a. The Contractor will assist with the initial referral and provision of related services addressing health concerns in accordance with the Individualized Family Service Plan (IFSP), as needed.
 - 1) The Individualized Family Service Plan (IFSP) for infants and toddlers represents an agreed-upon plan of action to support the achievement of important developmental outcomes for children including, in the case of infants and toddlers, supports for families.
 - 2) The Contractor is expected to clearly communicate with advocates and parents regarding the type and schedule of related services that support achievement of outcomes.

5. Use of Head Start Funds for Professional Services.

- a. Early Head Start and Head Start funds may be used for professional medical and dental services when no other source of funding is available. When the Contractor requests the use of Early Head Start or Head Start funds for such services, the Contractor will have written documentation of their efforts to access other available sources of funding. Resources need not be utilized solely because they are free. If existing service programs do not meet the needs of Head Start families, Head Start funds may be used as a supplement, but only after community resources and third-party payments have been used.

6. Ongoing Care.

In coordination with appropriate staff:

- a. The Contractor will involve parents as referred by CHSW staff in making all possible efforts to ensure that each child is enrolled in and receiving appropriate health care services. The Contractor will:
 - 1) Coordinate with parents, staff, and appropriate health professionals when child health problems are suspected or identified;
 - 2) Involve parents in all decisions regarding their children's health care and discuss with parents the importance of prevention, early intervention, and well child care;
 - 3) Consult with parents when a health problem is suspected, keep them informed of the reasons and benefits of procedures recommended, and about the results of procedures;
 - 4) Encourage parents to prepare their children for health and developmental procedures, in order to increase their children's comfort levels, reduce their fears and anxieties, and optimize children's performance and the validity

of the procedure;

- 5) Speak with parents to ensure that they have arranged necessary well child care appointments with health care professionals;
 - 6) Notify CHSW staff if families need assistance in arranging for transportation to and from appointments or locating child care;
 - 7) Provide other support, as necessary, to ensure appointments are kept; and
 - 8) Ensure that parents understand their child's eligibility for services under Medicaid programs and how to advocate for their child in a variety of health delivery systems, such as fee-for-service, managed care, sliding-fee or private insurance systems.
- b. The Contractor will familiarize parents with the use of and rationale for all health screenings, services and procedures administered through the Head Start/Early Head Start program, obtain advance parent or guardian authorization for such procedures, and also ensure that the results of diagnostic and treatment procedures and ongoing care are shared with and understood by the parents. Suggested strategies:
- 1) Use fact sheets or other educational materials to familiarize parents with the use and rationale of health-related procedures;
 - 2) Familiarize them with the types of questions to ask health care providers;
 - 3) Discuss with parents the results of diagnostic and treatment procedures; and
 - 4) Group meetings or one-on-one sessions to convey information, as parents need understandable information about what the results of procedures mean for their child's health and development.
- c. The Contractor will:
- 1) Assist parents in enrollment and encourage participation in a system of ongoing family health care and encourage parents to be active partners in their children's health care process; and promote preventive health care for all family members;
 - 2) Introduce parents to existing resources, and help them to become effective consumers of health care and to develop good relationships with health providers, so that they will feel comfortable utilizing managed care and fee-

for-service systems, making appointments, calling for information, and communicating with the provider during visits;

- 3) Encourage parents to take their children to health and developmental appointments, and offer them access to safe transportation and other needed resources;
- 4) Stress the importance of keeping up-to-date health records in a safe place; and
- 5) If a parent or other legally responsible adult refuses to give authorization for health services, the Contractor will maintain written documentation of the refusal and continue to make efforts to contact the parent or other legally responsible adult about the importance of these services.

8. Individualize Program Services.

- a. The Contractor will use the information from the screenings for developmental, sensory, and behavioral concerns, the ongoing observations, medical and dental evaluations and treatments, and insights from the child's parents to help staff and parents determine how the program can best respond to each child's individual characteristics, strengths and needs.
- b. The Contractor will in collaboration with the EHS Special Needs Coordinator, participate in and support efforts for a smooth and effective transition for children who, at age three, will need to be considered for services for preschool age children with disabilities; and will involve parents in transition activities, discussions with and training of parents regarding transition issues, including future placements and long-range goals, strategies, and service priorities for the child and family.

C. Access to Health Services, Family Health Consultations and Referrals

1. The Contractor will assist families in accessing health center/clinic services or other sources of primary care per family preferences.
2. The Contractor will provide health referrals and facilitate access to the following services for eligible clients, as they are needed:
 - a. Pediatric primary care services including – immunizations and well baby/child care;
 - b. Family dental services;

- c. Nutritional assessment, education, classes and food supplements (WIC);
- d. Maternity screening and support services including referral to pre- and post-natal care;
- e. Family planning and STD education, screening, testing and treatment services;
- f. Screening and assessment of chemical, including nicotine, dependency;
- g. Access to Medicaid and Healthy Options advocacy;
- h. Childbirth education;
- i. Health education and teaching, and referral for preventative health services.

D. Health Services Program Coordination

1. The Contractor will oversee and coordinate health services for the Early Head Start program. Coordination includes serving on the Leadership Team, overseeing health services provided by other contracted nurses, overseeing health forms, and providing consultation to the Program Manager and Director.
2. The Contractor will research and provide technical assistance related to health care services and best practices for young children and their families

III. MINIMUM SERVICE LEVEL

- A. The Contractor will assure that every enrolled family and child has a health plan in which child health and developmental concerns are identified, and children and families are linked to an ongoing source of continuous, accessible care to meet their basic health needs. Children who are out of compliance with their well child checks, dental exams, immunizations, or other needed health treatment will have a care plan developed to address such concerns.

IV. STAFF PATTERNS, QUALIFICATIONS AND EVALUATIONS

- A. The Contractor will employ staff who will provide the services outlined in the Statement of Work. The Contractor will be responsible for ensuring the qualifications of the staff meet Head Start Performance Standards and Contractor agency standards.

- B. The Contractor will designate a lead contact person between the Early Head Start Program and HealthPoint for the purposes of effective communication and quality improvement.

V. RECORDS MANAGEMENT AND QUALITY IMPROVEMENT

Contractor will establish procedures to record and track the provision of health care services.

- A. The Contractor, utilizing the Head Start Family Information System or Child Plus, will track health care services including maintaining current child health records which are used to:

1. Demonstrate that each child's health care is suited to the individual child;
2. Identify needed preventive and corrective child and family health care;
3. Assure that such care is arranged;

4. Ensure that after medical and dental examinations take place, results of the examination and the treatment plan, become part of the child's health record and that records indicate progress in completing treatment for all conditions in need of follow-up; and

5. Ensure that health records, which contain information of a confidential nature, are kept in a place not accessible to unauthorized persons. Those portions of the health information providing helpful guidance to staff are shared through reports and through conferences that translate the confidential health information into useful educational and administrative recommendations.

- B. The Contractor will make available relevant data on children and families enrolled in the Early Head Start Program within the parameter of the existing HealthPoint confidentiality and release of information protocols.

- C. The Contractor will establish and maintain efficient records, review health records with parents as needed or requested, provide accurate and timely information regarding the children and parents in the program and ensure confidentiality of this information, and provide quarterly information to evaluate outcomes and progress of the program objectives as requested including, but not limited to, information on the following:

1. Enrollment in Medicaid/EPSDT;
2. Immunizations;

3. Well baby/child checks;
4. Dental screens and checks;
5. All completed child health screenings and growth grids;
6. Other screens and assessments;
7. Prenatal care;
8. Use of drugs, alcohol, and cigarettes during pregnancy;
9. Acute and chronic illness for the following conditions: anemia, sickle cell, high lead levels, hearing, vision, diabetes, seizure, overweight, underweight, asthma, child abuse and neglect, HIV/AIDS, low birth weight; and
10. Progress toward goals.

D. The Contractor will participate in the following meetings:

1. Early Head Start staff meetings, Team reviews, and Family Resource Team meetings;
2. Parent education meetings and group socializations as requested; and
3. Health Services Advisory Committee meetings, quality improvement tasks forces and committees working to improve program quality.

E. As a member of each family's Resource Team, the Contractor will assist the families in the development of a Family Partnership Agreement, which will identify strengths, needs/ problems, and specific goals/actions, and family health and health education services needed to attain the goals/accomplish the plan. The Contractor will monitor and report progress on health goals set.

F. The Contractor will be an active participant in creating the team staffing approach and will work to coordinate decision making and information sharing with CHSW - EHS staff. Team members will be involved in significant events or changes such as decisions about reductions of home visits or CPS reporting.

IV. PERFORMANCE STANDARDS, CHSW PROCEDURES AND PROGRAM FORMS

- A. The Contractor will comply with all Head Start Performance Standards and the Improving Head Start for School Readiness Act of 2007, related to the Contractor's work with parents and children.
- B. The Contractor will comply with all CHSW's Early Head Start procedures and protocols.
- C. The Contractor will use CHSW forms for documenting work with children and families. The Contractor may modify CHSW forms to include the Contractor's logo and agency name. The content of the form may not be changed or modified without written permission from the CHSW Program Manager.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF FACILITY
PARTNER COOPERATION
AGREEMENT AND LEASE WITH
STATE OF WASHINGTON HEALTH
CARE AUTHORITY (K2571)



RESOLUTION NO.

WHEREAS, State of Washington Health Care Authority has requested to lease Room 116 located at 310 West Poplar Street, Walla Walla, Washington from Walla Walla County; and

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

WHEREAS, the County Prosecuting Attorney, Technology Services Director, 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 Community Health, Meghan DeBolt, to sign the same

Passed this 16th day of January, 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*

FACILITY PARTNER COOPERATION AGREEMENT AND LEASE

This Agreement and Lease is made and entered into between Walla Walla County Department of Community Health, (referred to herein as Facility Partner or Lessor), and the State of Washington, Health Care Authority, (referred to herein as HCA or Lessee).

PURPOSE

The HCA intends to expand access to Washington Apple Health (Medicaid) as an element of implementation of the Affordable Care Act (ACA) and the Facility Partner named above has agreed to partner with HCA to support this expansion. The purpose of this agreement is to establish the working relationship between the HCA and the Facility Partner and provide for a lease of office space from the Partner at the location specified below.

The HCA may assign one Medical Assistance Specialist to the Facility Partner's facility, and that specialist will be allowed to use an office space in the facility. The HCA staff will be a resource to Facility Partner staff who have questions about the Medicaid program.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. NOTICES

Wherever in this Agreement written notices are to be given or made, they will be sent by email to the individual(s) listed below.

FACILITY PARTNER: (Names, email addresses, telephone numbers)

Site Primary Contact: Meghan DeBolt, mdebolt@co.walla-walla.wa.us, 509-730-3669

Facility: Nancy Wenzel, nwenzel@co.walla-walla.wa.us, 509-524-2660

Security: Jodi Ferguson – Will contact HCA employee, if necessary

Human Resources: Shelly Peters, speters@co.walla-walla.wa.us, 509-524-2602

Information Technology: Kevin Gutierrez, kgutierrez@co.walla-walla.wa.us, 509-524-2591

HCA: (Names, email addresses, telephone numbers)

Supervisor: Dana Eklund, Dana.eklund@hca.wa.gov, 360-725-1527

Facility: Aaron Stender, Aaron.stender@hca.wa.gov, 360-725-1118

Security: Ed Hundsnurscher, ed.hundsnurscher@hca.wa.gov, 360-725-1951

Human Resources: Kerri Kallay, Kerri.kallay@hca.wa.gov, 360-725-3712

Information Technology: Lonnie Richards, Lonnie.richards@hca.wa.gov, 360-725-0748

2. HEALTH CARE AUTHORITY RESPONSIBILITIES

Health Care Authority (HCA) is the employer of and is responsible for HCA staff whose work station is at the Facility Partner's facility. This includes the responsibility to:

- Recruit, hire, set performance expectations, evaluate and supervise the person on a day-to-day basis.

- Ensure the employee is trained in all areas of their job responsibility, use of assigned technology, and agency policies, including policies regarding discrimination, sexual harassment, drug and alcohol free workplace, and Health Information Portability and Accountability Act (HIPAA) requirements.
- Pay for and provide any ergonomic or specialized equipment that the facility is unable to provide.
- Notify the primary contact at the facility when the staff person will not be at work.
- Ensure the employee attends mandatory trainings presented by staff of the facility.
- Provide computer technology necessary to do their job.
- Review any change in location, parking, security (including card keys), and/or furnishings for staff within the campus.
- Address other responsibilities as detailed in Exhibit A, Supplemental Responsibilities, attached hereto and incorporated by reference herein.

3. FACILITY PARTNER RESPONSIBILITIES

The Facility Partner will provide the following:

- A work station(desk, file cabinet, etc.) for the HCA staff to use in the space identified. If changes need to be made to the work station, the HCA will notify and coordinate with the Facility Partner.
- Notifications to HCA staff of facility-related issues (e.g., parking paving, carpet cleaning, pest control activities).

The Facility Partner will be responsible to:

- Provide an initial tour to any newly assigned HCA staff of the parts of the facility the staff will need or want access to including restrooms, and if available, bike lockers, showers, cafeteria, vending machines, fitness center, etc.
- Inform HCA supervisor if the facility requires the employee to physically move the work station to a different location on the facility campus.
- Inform HCA supervisor if the employee is required to attend training provided by the Facility Partner or any other mandatory event or meeting.
- Provide HCA employee required security and emergency training specific to the facility.
- Provide HCA employee required badge and/or keys for security based upon need and agreed upon by facility management.
- Notify the HCA staff if the facility closes due to inclement weather or some other emergency situation making it impossible to work.
- Inform the HCA staff supervisor if the employee has a medical emergency, acts in an inappropriate manner, or is suspected of not following protocol or agreed upon policy or behaviors.
- Make available on an occasional basis a confidential meeting space for conversations with the employee's supervisor.
- Address other responsibilities as detailed in Exhibit A, Supplemental Responsibilities, attached hereto and incorporated by reference herein.

The Facility Partner is not responsible to:

- Pay any of the costs for recruitment, hiring and maintaining an HCA staff person other than what has been explicitly agreed to in this agreement.
- Pay for any specialized equipment that is not part of this agreement.

4. LEASED PREMISES

The Facility Partner hereby leases to HCA the following described work location:

Common Street Address of the Premise: 310 W Poplar Street, Room #116, Walla Walla, WA 99362

Open Hours of Premise: 8 am to 5 pm, Monday-Friday

5. TERM

Occupancy of the space shall be effective beginning 11/15/2017 and continue through 12/31/2018, or unless cancelled sooner as provided herein.

6. RENTAL RATE

The Facility Partner is providing the space detailed above at no cost to HCA. The HCA shall not make alterations, attach fixtures, erect additions, structures or signs in or on the Premises without the express written permission of the Facility Partner. Financial responsibility for changes to the space will be agreed upon in advance and documented in writing.

7. EXPENSES

During the term of this Lease, the Facility Partner and HCA will work cooperatively if/when additional expenses are incurred by the Facility Partner related to the HCA's use of the identified work space. The HCA will negotiate with the Facility Partner in good faith to compensate the Facility Partner for such additional expenses through direct payment to a vendor or reimbursement to the Facility Partner.

8. MAINTENANCE AND REPAIR

The Facility Partner shall maintain the premises in good order and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence HCA's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Facility Partner reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs. The Facility Partner's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators, including communications systems; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

9. ASSIGNMENT/SUBLEASE

HCA may not assign this Lease or sublet the premises without the prior written consent of the Facility Partner. HCA shall not permit the use of the premises by anyone other than the designated HCA employee.

10. RENEWAL/CANCELLATION

The Lease may be renegotiated for additional terms.

Either party may cancel this lease with 60 days advance written notification to the other party.

11. COMPLIANCE WITH STATE/FEDERAL LAWS

The Facility Partner is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

12. NO GUARANTEES

It is understood that no guarantees, express or implied, representations, promises or statements have been made by HCA unless endorsed herein in writing. Any amendment or modification of this Lease must be in writing and signed by both parties.

13. REIMBURSEMENT FOR DAMAGE TO PREMISES

HCA hereby agrees to reimburse the Facility Partner for damages caused by the negligence of its employees, clients and agents, to the extent it is vicariously liable therefore, but in no event shall this paragraph be construed as diminishing the Facility Partner's duty to make repairs for normal wear and tear of the facility and space occupied by HCA.

14. HAZARDOUS SUBSTANCES

The Facility Partner warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept in the space hereby leased, which if found in the space would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

The Facility Partner shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

15. HOLD HARMLESS

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from and negligent or intentional act or omission to the extent allowable by law of that party's employees, agents, and/or authorized subcontractor(s) while performing this contract. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice. Provided, if RCW 4.24.115 applies to any such claims, this idemnification shall not apply to any injury or damages caused by or resulting from the sole negligence of the other party, its agents, or employees; further, if any injuries or damages are caused by or resulting from the concurrent negligence of one party, its agents, or employees and the other party, its agents, its subcontractors of any tier or its employees, this indemnity obligation is valid and enforceable only to the extent of the negligence of the other party, its agents, subcontractors of any tier or employees. The parties expressly waive, for purposes of this indemnification only, any immunity it may have for any claims pursuant to Title 51 RCW. This waiver has been mutually negotiated between the parties. This indemnity shall survive the termination of this Lease.

IN WITNESS WHEREOF, the parties subscribe their names.

FACILITY PARTNER NAME
WALLA WALLA COUNTY DEPARTMENT
OF COMMUNITY HEALTH

STATE OF WASHINGTON
HEALTH CARE AUTHORITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPOINTING
DESIGNATED MENTAL HEALTH
PROFESSIONAL TO PERFORM
DETENTION AND COMMITMENT
DUTIES (WENTZ)



RESOLUTION NO.

WHEREAS, Meghan DeBolt, Director, Walla Walla County Department of Community Health, has recommended Debra Wentz be designated as a Designated Mental Health Professional (DMHP) to perform the detention and commitment duties in accordance with RCW 71.05 for involuntary commitment of persons incapacitated by mental health and/or chemical dependency; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that the above-named individual be appointed as Designated Mental Health Professional effective January 16, 2018.

*Passed this 16th day of **January, 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*

9:55

COUNTY COMMISSIONERS acting as the BOARD OF HEALTH

a) Consent Agenda Items:

- 1) Resolution _____ - Appointment of an acting health officer for Walla Walla County

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE
APPOINTMENT OF AN ACTING
HEALTH OFFICER FOR WALLA
WALLA COUNTY



RESOLUTION NO.

WHEREAS, pursuant to RCW 70.05.030, the board of county commissioners shall constitute the local board of health; and

WHEREAS, pursuant to RCW 70.05.040, the local board of health shall appoint a local health officer pursuant to RCW 70.05.050; and

WHEREAS, RCW 70.05.050 provides that the local health officer shall be an experienced physician licensed to practice medicine and surgery or osteopathic medicine and surgery in this state and who is qualified or provisionally qualified in accordance with the standards prescribed in RCW 70.05.051 through 70.05.055 to hold the office of local health officer, and further provides that no term of office shall be established for the local health officer; and

WHEREAS, RCW 70.05.080 authorizes the board of health to appoint an acting Health Officer whenever the health officer is absent or incapacitated and unable to fulfill his or her responsibilities, and

WHEREAS, in the event that Larry Jecha, MD, the current Local Health Officer for Walla Walla County, may be unavailable during an emergency or time of need, it is appropriate for the Board of Health to appoint a qualified physician to serve in his place as acting Health Officer; and

WHEREAS, Amy Person, MD, MPH, is willing and able to act as acting Local Health Officer for Walla Walla County if and as needed; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said appointment, and authorize County Director of Community Health, Meghan DeBolt, to utilize the services of Dr. Person as needed if the health officer is absent or incapacitated and unable to fulfill his responsibilities.

Passed this 16th day of **January, 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*

10:00

PUBLIC WORKS DEPARTMENT

Randy Glaeser

- a) Department update and miscellaneous

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



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 11 January 2018

Re: Director's Report for the Week of 8 January 2018

Board Action: 16 January 2018

Update Only

ENGINEERING:

- Mill Creek FH: In condemnation. Expect court date in 2018.
- Blue Creek Bridge: On hold waiting for Mill Creek ROW completion.
- Pflugrad Bridge: Acquiring ROW. Working on environmental permits.
- Mill Creek Road MP 1.1 to MP 3.96: ROW plans revised. Will start staking portions of the right of way for negotiations and acquisitions.
- City of Prescott Stormwater: Survey complete.
- Mud Creek: In design. Plans sent to WSDOT for approval to relocate intersection. Also sent cost estimates to FEMA.
- Whitman Drive W.: In design.
- Stormwater: To be completed in the spring.
- Middle Waitsburg Road: To be surveyed this summer.
- Scenic Loop Road: Delayed survey to 2018.
- Miscellaneous: Working on RAP grant due in March

MAINTENANCE/FLEET MANAGEMENT:

- Crews working on Scott Canyon Road, 7-mile bridge and Biscuit Ridge Road flood repair.

ADMINISTRATION:

- Attended Mill Creek Coalition meeting.
- Quarterly counseling underway.

10:15

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))

- 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) New position approval form – Accounting Technician I for the Fairgrounds
 - 2) New position approval form - Probation Officer, Senior for District Court
- d) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

10:45

COUNTY FAIRGROUNDS

Bill Ogg

a) Action Agenda items:

1) Resolution _____ - Approval
of an agreement for services with
Saffire

b) Fairgrounds update and miscellaneous



MEMO

Date: 1-11-18

To: BOCC

From: Bill Ogg, Fairgrounds Manager

Intent – Approve Saffire Agreement

Topic – Website development and hosting; Ticketing software and facilitation

Summary

The existing Fairgrounds website is cumbersome to update in house, doesn't have easy transitions to folders for facility rentals and does not allow for merchandise sales or direct access to Fair event tickets.

This agreement was reviewed, amended and approved by the Technology Services Director, Prosecuting Attorney's Office and Risk Manager.

Cost

Website software can be quite expensive. By selecting Saffire for ticketing software, website development is less than \$3000 for a very interactive website that is the industry standard used by dozens of Fairs, rodeos and arenas. The Saffire ticketing system fees are competitively priced or less expensive than the existing ETix (formerly Extreme Tix) system and within Fair budget. Seamless transition within the website through the ticket sale process should increase internet sales and Saffire provides additional insurance for identity and security fraud.

Funding

In Fair budget

Alternatives Considered

Extending agreement or negotiating new agreement with ETix. Existing agreement with Extreme Tix had termed out last fall and coincidentally the company was purchased by ETix.

Acquisition Method

N/A

Security

Improved security for ticket purchases. Less exposure for county for internet fraud.

Access

Improved access to website management.

Risk

Reduced liability for County.

Benefits

More efficient staff updating of website that is specifically designed for public events and public facilities. Seamless ticket sales – no third-party transition where most internet identity issues occur.

Conclusion/Recommendation

Recommend that the BOCC sign contract with Saffire for website development and hosting and Fairgrounds ticketing. The agreement has been reviewed and approved by the Risk Manager, the Prosecuting Attorney's Office and Technology Services Director.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVING A SAFFIRE
SERVICE AGREEMENT



RESOLUTION NO.

WHEREAS, Saffire has proposed a service agreement with Walla Walla County to provide website development hosting and merchandising functions for the Walla Walla County Fairgrounds; and

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

WHEREAS, the County Prosecuting Attorney, Technology Services Director 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 the Chair of the Board shall sign the same in the name of the Board.

Passed this 16th day of January, 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*

11:00

COUNTY COMMISSIONERS

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

- b)** Possible discussion/decisions regarding applications for funding from the County Community Outreach Fund

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.