

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, AUGUST 26, 2019

(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)

9:15 COUNTY COMMISSIONERS

Chairman Kimball

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 August 19 and 20, 2019
 - 2) Resolution _____ - Extension of Lease Agreement between Walla Walla County and the Whitman College Board of Trustees
 - 3) Payroll action and other forms requiring Board approval

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN EXTENSION
OF LEASE OF COUNTY PROPERTY
WITH WHITMAN COLLEGE

}

RESOLUTION NO. **19**

WHEREAS, pursuant to Walla Walla County Resolution 18 212, the Board of County Commissioners of Walla Walla County approved a Farm Lease Extension with Whitman College; and

WHEREAS, said Lease Extension terminates August 31, 2019; and

WHEREAS, the second renewal of said Farm Lease Extension has been prepared and accepted and executed by an authorized representative of the Whitman College Board of Trustees; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall approve and sign said Farm Lease Extension between Walla Walla County and the Whitman College Board of Trustees, with the term of the lease extension to be one year, commencing on September 1, 2019 and expiring August 31, 2020.

Passed this 26th day of **August, 2019** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

Farm Lease Extension

Walla Walla County and the Whitman College Board of Trustees agree that the February 20, 2018 farm lease between Walla Walla County and the Whitman County Board of Trustees shall be renewed on the same terms and conditions for one year commencing September 1, 2019 and expiring August 31, 2020.

Dated this ____ Day of August, 2019

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

Todd L. Kimball, Chairman

I certify that I know or have satisfactory evidence that Todd L. Kimball is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument as Chairman of the Board of County Commissioners of Walla Walla County and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public for the State of Washington

My appointment expires:

Attest:

Diane L. Harris, Clerk of the Board

WHITMAN COLLEGE, LESSEE

Dated August 13, 2019


By _____
Peter Harvey, Chief Financial Officer

COUNTY COMMISSIONERS (Continued)

f) Action Agenda items:

- 1) County vouchers/warrants/electronic payments as follows: 4211524 through 4211758 totaling \$991,735.96 and 4211785 through 4211786 in the amount of \$179,801.75 (ER&R), and 4211789 in the amount of \$800.00 (special run)
- 2) Proposal 2019 08-26 SO
Approval of bid award for replacement of camera server for the Public Safety Building

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



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
Burbank Dispatch	(509) 545 - 8441
Toll Free	(866) 527 - 3268
Email	sheriff@co.walla-walla.wa.us

Mark A. Crider
Sheriff

Joe Klundt	<i>Undersheriff</i>
Richard Schram	<i>Chief Criminal Deputy</i>
Ron Varner	<i>Chief Civil Deputy</i>

Date: July 30, 2019

Proposal ID: 2019 08-26 SO

To: BOCC

From: Ron Varner, Chief Civil Deputy, Sheriff's Office

Intent Decision

Topic -- Approval of bid award for replacement of camera system for the Sheriff's Office and County Prosecutor's Office

Summary

Walla Walla County Sheriff's Office is having extensive problems with the computerized camera system in the building at 240 W Alder St. Evaluation was requested from the contracted company (Walla Walla Electric) for maintenance on the system. The system was evaluated and found to be unrepairable. (See attached system review.) A quote was requested to replace the computer system and software which runs the video system.

On July 18, 2019 a quote for the new computer system was provided. Formerly, the system consisted of a main computer and a slave computer in order to have enough operating and storage space. The new proposal includes enough RAM and internal storage to suffice for our needs. The new server will have a high-performance CPU, 16GB RAM, M2 NVMe primary drive and 10TB internal mirrored storage in a rack mount enclosure.

On July 19, 2019 a quote for the updated software was received. The current software is no longer supported. The 2019 Xprotect Professional+ software licenses for up to 28 cameras with a 2 year software upgrade plan. Any updates over the next two years will be provided, free of additional charge. (See attached quotes.)

The costs are below the threshold set in Resolution 16-221 (see attached resolution) section 2. Vendor List Procedures, sub-section a. "Purchase of materials, supplies or equipment not connected to a public works project in an amount of \$10,000 or less: The County is not required to use informal or formal sealed bidding procedures or the procedures set forth in this resolution for the purchase of any materials, supplies or equipment where the cost of same will not exceed \$10,000. The County will attempt to obtain the lowest practical price for such goods and services."

Cost

\$2,885.00 plus tax for the server.

\$1,456.00 plus tax for the software.

Funding

Additional funding for this project is requested from the BOCC. This system impacts two agencies, the Sheriff's Office and the Prosecutor's Office. This cost is not budgeted for in either agency's 2019 budget.

Alternatives Considered

Repairs to the system were considered. The computer is old enough that parts are not currently being manufactured. Looking for parts on the internet was the only possible solution and there is no guarantee they would work with this system. The cost of repairing an old and failing system would be approximately 1/2 the cost of a new system with no guarantees of its continued usefulness.

Acquisition Method Purchase of the server, constructed by Walla Walla Electric, and the software from Milestone Software through Walla Walla Electric as the vendor.

Security This camera system is intended mainly for security. It allows 24-hour coverage for the building and parking lot. It can surveil subjects on the perimeter of the building or in the parking lot who may be tampering with items.

Access NA

Benefits In addition to the security benefits listed above, the camera systems are used in situations which could cause liability to the County. In cases of personal injury lawsuits, I.&I claims, etc. the cameras can catch the time and location of the alleged event. Upgrading the computer server and the software will allow both items to be serviceable for significant time into the future opposed to maintaining non-supported software.

Conclusion/Recommendation Repair of the system is too cost prohibitive compared to replacement when measured against useful time for the system. Recommend that the Board of County Commissioner approve the quotes totaling \$4,341.00 (plus tax) to Walla Walla Electric and provide funding for the project.



Submitted By
Ron Varner, Sheriff's Office 7-30-19

Name Agency Date

Disposition

Approved

Approved with modifications

Needs follow up information

Denied

BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up

 Share  Copy link  Download  Delete  Copy to  Version history 

From: Jon Zak <Zak@wwelectric.com>
Sent on: Thursday, July 18, 2019 11:51:33 PM
To: Ron Varner <rvarner@co.walla-walla.wa.us>
Subject: Camera Server Report

Hey Ron,

Here is just a brief description of what I found when I looked at the server and the things I tried to see if I could remedy the problem quickly.

When I first looked at the server it was locked up and unresponsive so I powered it down and restarted it. It rebooted and said windows hadn't been shut down properly and gave several options as to how to proceed, I tried to start windows normally with no luck. On the next restart I had windows try to repair itself, and that failed after a couple of minutes. I also tried starting it in a few other alternate modes but the system just wouldn't start. At the very least the system hard drive is corrupted and it is possible that progressing hardware failure over time contributed to that corruption.

I believe Mike already sent over a quote for a new machine to get everything up and running in an efficient manner.

If there is anything else you need just give us a call,

Jon Zak
Limited Energy Electrician
Walla Walla Electric, Inc.
Office: (509)525-8672



WALLA WALLA ELECTRIC, INC.

1225 WEST POPLAR, WALLA WALLA, WASHINGTON 99362-2780
Telephone: 509-525-8672 Fax: 509-525-8642

To: Walla Walla County Sheriff **From:** Mike Myers

ATTN: Ron Vamer **Pages:** 1

Phone: 524-5400 **Date:** 7/18/2019

Re: Replacement Camera Slave Server **CC:**

Dear Ron,

Thank you for using Walla Walla Electric for your surveillance needs. Please accept the following information.

Replace Video Recording Server Price..... \$ 2,885.00 (plus tax)

Price includes the installation of (1) new video recording server to replace existing that was installed in early 2014 that is dead. The new server shall have Ryzen high performance CPU, 16GB RAM, M2 NVMe primary drive, plus 10TB internal mirrored storage, all in a rack mount enclosure. The new server shall have Milestone Xprotect Professional network video recording software installed to match the existing surveillance system.

Please call or reply if further information is required.

Sincerely,

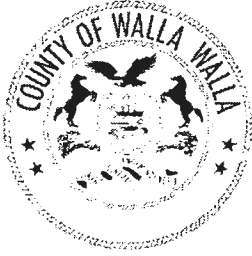
Mike Myers

9:45

TECHNOLOGY SERVICES

Kevin Gutierrez

- a) Department update and miscellaneous



WALLA WALLA COUNTY
Technology Services Department

Kevin G. Gutierrez
Technology Services Director

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

(509) 524-2590
kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

August 26, 2019

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

➤ **OnBase**

- Problems on various levels.
 - Clerk – disconnects
 - Support has agreed to look at software update to see if that mitigates the problem
 - Their project person is having to escalate to management because they are not getting this done.

➤ **Issues with Community Development Support**

- New software is being tested – I would like to see testing pace picked up
- Still need info on whether or not we need new card swipes –
- Met with the new area Sales Rep. Went over current issues.

➤ **SQL Server licensing**

- Rumor is that there is to be a price reduction in October. Plan is to update the servers using the “trial version” for 120 day then purchase at hopefully a cheaper rate.
- Project is linked to the Community Development upgrade

➤ **Budget & Inventory**

- Done with inventory.
- Working with Sysaid on reporting issues so we can export.
- Budgets are too tight for big money items, especially with our mandatory upgrades from Microsoft.

➤ **Public WiFi**

- Renamed WiFi to “Meeting Rooms” to help =-cut down on the assumption that we have public WiFi

- **Contracts**
 - Some contracts that require IT assistance have been signed without my review.’
 - Right now, we do not comply with the IT portions of one of the state contracts that was signed.
 - One vendor looks like they are going to allow us to amend a contract
 - Successful
 - One more is waiting with the same state contract language
 - I am going to try to negotiate one state contract in hopes we can change the others
 - If not, we will be looking at some sort of expense to meet the contract requirements
- **Panic Buttons**
 - Testing is done
- **Social Media Backup Software**
 - Software ceased to work, vendor will not support it.
 - Have looked at a few systems.
 - Found one that I am particularly interested in. Has great search capabilities and is the most affordable. \$4,200 to install and \$640 per year.
- **Retention Training (email)**
 - August sessions I progress but numbers are dropping.
 - Maybe a note from the commissioners?
- **Public Record Requests Last 2 Weeks**
 - 7 = Requests received
 - 0 = Forwarded to departments
 - 7 = Completed
 - 0 = Pending review
 - 0 = Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 8 = Open/Being handled by the PRO

Definitions

DMS – Document Management System (OnBase)

DAN - Disposition Authority Numbers (Secretary of State retention schedule)

JLARC=Joint Legislative Audit and Review Committee

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

API = Application Program Interface

CJIS = Criminal Justice System Information Systems

PRO=Public Records Officer

NDA=Non-disclosure agreement

EOL=End of Life

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

ADA=Americans with Disabilities Act

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.

10:00

COUNTY CORRECTIONS DEPARTMENT

Norrie Gregoire

a) **Consent Agenda Items:**

- 1) Resolution _____ - Approving Interagency Agreement with the State of Washington, Administrative Office of the Courts – BECCA Bill Programs (IAA20067)
- 2) Resolution _____ - Approving Interagency Agreement with the State of Washington, Administrative Office of the Courts – CASA Programs (IAA20035)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERAGENCY AGREEMENT WITH
THE STATE OF WASHINGTON,
ADMINISTRATIVE OFFICE OF THE
COURTS - BECCA BILL PROGRAMS
AND SERVICES (IAA20067)



RESOLUTION NO.

WHEREAS, the State of Washington, Administrative Office of the Courts, has contracted with Walla Walla County, Washington, to provide "Becca Bill" Programs and Services, consisting of Truancy, At-Risk Youth, and Child in Need of Services programs in compliance with Interagency Agreement #IAA20067; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2019, and a new Agreement has been offered to the County for the period July 1, 2019 through June 30, 2020; and

WHEREAS, the Walla Walla County Corrections Director has reviewed said Interagency Agreement and recommends approval; and

WHEREAS, said Interagency Agreement was submitted to the County Prosecuting Attorney and County Risk Manager for review; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Interagency Agreement, and that the Chair of the Board shall sign same in the name of the Board.

*Passed this 26th day of **August, 2019** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

**INTERAGENCY AGREEMENT IAA20067
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
COLUMBIA/WALLA WALLA COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Columbia/Walla Walla County Juvenile Court (Contractor).

PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to process Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

STATEMENT OF WORK

The Contractor will process Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

- a. CHINS petitions;
- b. ARY petitions; and,
- c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

Reporting schedule:

Period	Report Due
07/01/19 - 12/31/19	01/31/20
01/01/20 - 06/30/20	07/31/20

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of

performance under this Agreement is July 1, 2019 regardless of the date of execution and it shall end on June 30, 2020, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$59,373 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.
- b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A Becca Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

- a. **Background Check/Criminal History**
In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles;

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. Sexual Misconduct

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the

parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

TERMINATION

a. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

b. Termination for Cause

If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERAGENCY AGREEMENT WITH
THE WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE
COURTS – CASA PROGRAMS
(IAA20035)



RESOLUTION NO. **19**

WHEREAS, the State of Washington, Administrative Office of the Courts, has contracted with Walla Walla County, Washington, to provide CASA (Court-Appointed Special Advocate) Programs, consisting of recruiting and training Court-Appointed Special Advocates to serve children in dependency matters, in compliance with Interagency Agreement #IAA20035; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2019, and a new Agreement has been offered to the County for the period July 1, 2019 through June 30, 2020; and

WHEREAS, the Walla Walla County Corrections Director has reviewed said Interagency Agreement and recommends approval; and

WHEREAS, said Interagency Agreement was submitted to the County Prosecuting Attorney and County Risk Manager for review; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Interagency Agreement, and that the Chair of the Board shall sign same in the name of the Board.

*Passed this 26th day of **August, 2019** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

**INTERAGENCY AGREEMENT IAA20035
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
COLUMBIA/WALLA WALLA COUNTY JUVENILE COURT
FOR THE
SUPPORT OF CASA PROGRAMS**

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of the Courts (AOC), and Columbia/Walla Walla County Juvenile Court (COURT).

IT IS THE PURPOSE OF THIS AGREEMENT for the COURT to increase the number of children served by court-appointed special advocates (CASAs) in dependency matters or to reduce the average caseload of volunteers to recommended CASA standards.

Funds received by the COURT under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the COURT.

STATEMENT OF WORK

The COURT shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of managing a CASA program to serve juvenile dependency cases. The COURT will ensure that the CASA program and CASA volunteers comply with the statutory requirements contained in RCW 13.34.100 - 107. The COURT will submit reports to AOC detailing information about the number of children served and the number of volunteers.

The CASA Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under 'Court Resources> Court Management' and **choose the "CASA Bi-Annual Report to AOC"**.

Reporting schedule:

Period	Report Due
07/01/19 - 12/31/19	01/31/20
01/01/20 - 06/30/20	07/31/20

Failure to submit a report by the due date may adversely affect state funding of the CASA program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is July 1, 2019 regardless of the date of execution and it

shall end on June 30, 2020, except for any remaining obligations of the COURT as may exist or if terminated sooner as provided in this Agreement.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$60,121. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this Agreement. The COURT shall maintain sufficient backup documentation of direct costs under this Agreement. Costs will be reimbursed pursuant to CASA Cost Guidelines (Exhibit A).

Allocated administrative court costs must be applied at a rate that is set forth and supported by documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

BILLING PROCEDURE

The COURT shall submit monthly invoices on properly-completed Washington State form A-19 to:

AOC Financial Services
PO Box 41172
Olympia, Washington 98504-1172

Payment to the COURT for approved and completed work will be made by warrant or account transfer by AOC within 30 days of receipt of both properly-completed invoices and the detailed information outlined in the CASA Monthly Detail Report (see Exhibit B attached and incorporated into this agreement). Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among state funded CASA programs. If it appears the COURT may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of the Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The

receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. EXCEPT THAT, CASA Bi-Annual Reports will be distributed to Washington State CASA. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

BACKGROUND CHECKS

The **COURT** shall:

- Ensure a criminal background check has been completed for all employees, CASA Volunteers, and subcontractors who have access to children, prior to any access under this agreement;
- Based on the results from the criminal background check, determine each employee, CASA Volunteer, and subcontractor is suitable for access to children;
- Follow the AOC process, provided by the AOC Program Manager, for processing background checks.

The **AOC** will:

- Pay for CASA Volunteer criminal background checks.
- Provide CASA funding.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other party specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party

will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract if all parties agree to the amendment.

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

a) **Consent Agenda Items:**

- 1) Resolution _____ - Signing
United States Department of
Transportation (USDOT) Standard
Title VI/Non-Discrimination Assurances

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING THE
UNITED STATES DEPARTMENT OF
TRANSPORTATION (USDOT)
STANDARD TITLE VI/NON-
DISCRIMINATION ASSURANCES



RESOLUTION NO. **19**

WHEREAS, Walla Walla County is a recipient of Washington State Department of Transportation (WSDOT) Federal Funds; and

WHEREAS, Federal Regulations 23 CFR 200.9(b) (7), 49 CFR 21.3, and 49 CFR 21.7 requires that WSDOT insure that all local agencies receiving United States Department of Transportation (USDOT) funds administered by WSDOT are in compliance with these regulations; and

WHEREAS, in compliance with said regulations, Walla Walla County is required to sign the USDOT Standard Title VI/Non-Discrimination Assurances; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Assurances and the Chair of the Board shall sign same in the name of the Board.

Passed this 26th day of August, 2019 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

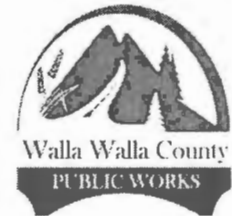
Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, 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**



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 21 August 2019

Re: Director's Report for the Week of 19 August 2019

Board Action: 26 August 2019

Resolutions:

In the Matter of Signing the United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances

ENGINEERING:

- Blue Creek Bridge/Mill Creek FH: Contractor is working on forming the deck for Blue Creek Bridge and Mill Creek Bridge, abutments, drainage items, and roadway embankment.
- Whitman Dr. W.: Project is substantially complete. Working on final completion.
- Port Kelly Road & Dodd Road Railroad Crossings: Pre-construction meeting is scheduled for 28 August.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Working on ROW task order with consultant.

MAINTENANCE/FLEET MANAGEMENT:

- Crews working on scrubbing/pre-leveling for next year's chip seal and routine maintenance work.
- Vegetation/Signs – Finishing up with walk behind striping.
- Garage – Working on routine and preventive maintenance.
- Beginning to prep for Mill Creek Channel Maintenance.

ADMINISTRATION:

- Advertising for Mechanic I/II position.
- Attended the Interagency Readiness Tabletop Workshop sponsored by the Corps of Engineers.
- Attended a Metropolitan Planning Organization (MPO) Technical Advisory Committee (TAC) meeting.
- Conducted annual Diversity Training.
- Working on departmentwide Quarterly Counseling.

10:30

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a) Miscellaneous business for the Board
- b) Possible executive session re:
litigation 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: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

11:00

FACILITIES MAINTENANCE

Ron Branine

- a) **Bid Opening:**
 - 1) Elections Department Remodel
- b) Department update and miscellaneous



Facilities Department

To: Board of County Commissioners

From: Ron Branine

Date: August 26th, 2019

Resolutions/Proposals:

Elections Department Remodel bid opening. CKA Project #17050

Update:

- Helping Norrie get bids for a build out in a small area of the jail.
- Moved almost every office around at Community Development.
- Other issues we have taken care of: Lock issues at the jail, completed all life safety testing at the fairgrounds, more Kelly Place meetings with Comprehensive vendors, several pre-bid meetings for Elections remodel and lots of campus tree trimming as well as off campus properties that I didn't even know existed. But all taken care of.

ADMINISTRATION:

11:15

JOINT FINANCIAL UPDATE

**Karen Martin
Gordon Heimbigner**

- a) 2019 Budget update

11:30

COUNTY COMMISSIONERS

- a)** Discussion to determine whether desirable to lease County property as requested by applicant (Two Rivers) and, if so, possible action setting public meeting/hearing

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

11:35

COMMUNITY HEALTH

Meghan DeBolt

a) **Action Agenda Item:**

- 1) Execute Washington State Department of Commerce Community Development Block Grant Contract Closeout Report (18-62210-014)

b) Department update and miscellaneous



MEMO

Date: August 26th, 2019

To: BOCC

From: Meghan M. DeBolt, MPH/MBA
Administrator

Intent – Gain Authorizing Official signature on Community Development Block Grant (CDBG) Public Service 2018 Close Out Report

Topic – 2018 CDBG- Public Service Close Out

Summary

The Department of Community Health is seeking the final approval from the BOCC via the Authorizing Official's signature on our 2018 Close Out Report for the Community Development Block Grant- Public Service.

Walla Walla County has been a recipient of CDBG Public Service funds since 2006. Said funds are used to enhance Walla Walla County's Continuum of Care for individuals who are living in poverty. DCH sub contracts with Blue Mountain Action Council to provide approved services.

In 2017/18, 153 people were served through this program.

Cost

No cost associated.

Funding

\$44,851.00 (\$3500 admin to DCH, the remainder in sub contract to BMAC).

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

By signing and submitting our Close Out Report, Walla Walla County can then be reimbursed for 2019 expenditures.

Conclusion/Recommendation

Recommend the BOCC approve DCH's request to close out the 2018 CDBG grant and sign said close out report.

Submitted By

Meghan DeBolt, DCH,

Name	Department	Date
------	------------	------

Name	Department	Date
------	------------	------



Department of Commerce

Community Development Block Grant CONTRACT CLOSEOUT REPORT

Contract Number: 18-62210-014	
1. Grantee Jurisdiction: Walla Walla County	2. Official Address: 314 W. Main, Walla Walla, WA 99362
3. Name of Chief Administrative Official: James Johnson	4. Title: Walla Walla County Commissioner
5. CDBG Contract End Date or Project Completion Date: 6/30/19	6. Final Public Hearing Date: 3/10/19
<p>7. Brief project summary and results achieved: (See instructions on following page) A total of XXX Low- and Moderate-Income county residents received CDBG public services through Blue Mountain Action Council. Services included: <u>Pro-Bono Lawyer Referral</u> which provided individuals with assistance with civil legal services. <u>Asset Building</u> provided individuals with Money Smart classes and individual counseling on budgeting, saving or credit issues. <u>Youth Works</u> provided internships with local businesses for students attending vocational classes during high-school. <u>Adult Literacy</u> matched volunteers with tutors to learn English, pass a GED class or gain citizenship status. <u>Community Jobs</u> provided work experience opportunities to individuals transitioning off of TANF. <input type="checkbox"/> For construction projects, pictures of the completed project have been submitted to your CDBG project Manager</p>	
8. Physical address of the activity(s) if not available at start of project (See instructions)	

The chief administrative official of the grantee jurisdiction certifies that:

1. To the best of his/her knowledge and belief, the financial information and data provided in this report is true and correct as of the signature date indicated below.
2. The project was completed in accordance with the grant contract and scope of work.
3. A final public hearing was conducted to assess project performance.
4. Records supporting the information provided in this report will be maintained for a minimum of six (6) years from final closeout and made available upon request.
5. Consents to the use and reproduction by the CDBG Program or anyone authorized by CDBG, of any and all provided audio or video recording or photographs without compensation.

In the event audits disclose disallowable costs, the Washington State Department of Commerce shall retain the right to recover an appropriate amount of costs after fully considering the recommendations on disallowed costs resulting from the final audit.

Signature:

Chief Administrative Official

Date

ABOUT THIS REPORT --

The Contract Closeout Report provides a format for grantees to certify and document project completion in compliance with federal CDBG national objective and citizen participation requirements; and with the grant contract. Data you provide is used to update, with actuals, what was anticipated at the beginning of the project and to complete yearly reporting requirements.

Detailed instructions are included on the reverse side of forms that are not self-explanatory.

We recommend completing the report using the electronic version available at www.commerce.wa.gov/cdbg, or sent by your CDBG project manager.



Please contact your CDBG project manager if you have questions

CONTRACT CLOSEOUT FACE SHEET INSTRUCTIONS

- Items 1-4 are self-explanatory.
- Item 5: **Insert the end date** listed on your contract face sheet or on the most recent amendment. For projects completed prior to this end date, enter the date the project was completed.
- Item 6: **Insert the date the required final public hearing** was held to receive input from the public on the CDBG-funded project. The public hearing must be held prior to submission of this report and meet public hearing requirements.
- Item 7: Briefly describe the CDBG-funded activity(s), the original need that was met, project’s actual accomplishments compared to the CDBG contract’s scope of work was accomplished, and project highlights. For construction projects, submit digital photographs of the project by emailing, or sending a CD/flashdrive, to your Project Manager.
- Item 8: Review the project address listed in your original application Project Summary. If it has changed, or if it was not known at that time, provide the actual address(es) here.
- Signature Block: This is the signature of the grantee’s chief administrative official or designee.

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FINANCIAL SUMMARY

BUDGET SUMMARY			
HUD IDIS Activity Number, Budget Code & Activity Title (See Contract Data Sheet sent with executed CDBG contract)	Budget Amount	Funds Expended	Balance
7736 05 Public Services	\$ 42,609	46,109	0
Admin	\$3500	\$3500	
Total CDBG	\$ 46,109	\$ 46,109	*\$ 0
Other Funding			
Employment & Training		261,327	
Adult Literacy		16,877	
Asset Building		18,512	
Pro Bono Lawyer Referral		133,818	
TOTAL PROJECT	\$	\$ 430,534	\$

*Any dollar amount reflected in the Total CDBG Balance column will be assumed as a de-obligation and returned to the CDBG Program.

PROGRAM INCOME SUMMARY**WILL THIS PROJECT GENERATE PROGRAM INCOME**
 Yes No

If you check "Yes," and request to retain program income you must submit a Program Income Reuse Plan by closeout or receipt of first loan payment (housing rehabilitation, microenterprise assistance or other), whichever is earlier.

See Financial Summary Instructions for general program income information. For detail on program income and content of a Program Income Reuse Plan see [Section 4 CDBG Management Handbook](#).

FINANCIAL SUMMARY INSTRUCTIONS:

HUD IDIS Activity and Budget Code(s): The Contract Data Sheet sent with the executed CDBG contract (or amendments) lists the Activity and Budget Code(s) and Activity Title for the project. List each activity assigned to the project and corresponding dollar amount.

The remainder of the budget form is self-explanatory.

Program income (PI) is defined as the gross income received by a CDBG grantee or subrecipient that was generated from the use of CDBG funds and equals or exceeds \$35,000 in a single calendar year. The table below summarizes PI requirements. Section 4 of the CDBG Management Handbook includes detailed requirements for managing PI.

**COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT DATA SHEET**

Jurisdiction	City of South Bend	Contract Number	14-65400-026	End Date	06/30/2017	
BRIEF PROJECT SUMMARY						
Sewer system improvements						
CONTRACT LINE ITEM DETAIL						
GRANTEE	HUD IDIS PROJECT NUMBER	HUD IDIS ACTIVITY NUMBER	BUDGET CODE	NATIONAL OBJECTIVE	ACTIVITY TITLE	DOLLAR AMOUNT
South Bend	2014-0054	7151	03J	LMA	Water/Sewer Improvements	\$749,000.00
	2014-0054	7152	21A		General Program Administration	\$1,000.00
Total Contract Amount						\$750,000.00

Is it CDBG Program Income & How is it to be Used?

Activity that earned income <u>is continuing</u> (ex. housing rehabilitation program still offers loans)	Activity that earned income <u>is not continuing</u> (ex. housing rehabilitation program no longer offers loans)	
	Amount earned is \$35,000/year or greater	Amount earned is less than \$35,000/year
Income considered <i>Program Income</i>	Income considered <i>Program Income</i>	Income considered miscellaneous revenue
Use of Income: <ul style="list-style-type: none"> If the CDBG contract is <u>still open</u>, then the income must be used to continue the activity. The income must be used before additional CDBG funds are drawn. Deduct the income on the next CDBG invoice voucher to the state. If the CDBG contract is <u>closed but the activity is continuing</u>, the income must be used to continue the activity and sustain the local program (such as using the income for more loans) The activity must continue to meet the CDBG eligibility criteria. CDBG compliance is required (i.e. procurement, environmental review, federal labor standards.) 	Use of Income: <ul style="list-style-type: none"> If another CDBG contract is open, then the income must be used before additional CDBG funds are drawn. Deduct the income on the next CDBG reimbursement request. Otherwise, <ol style="list-style-type: none"> If submitting a new CDBG application, the income must be included as a resource in the application's project budget, or The income may be used for any CDBG eligible activity that benefits low- and moderate-income persons with CDBG approval. CDBG compliance is required (i.e. procurement, environmental review, federal labor standards.) 	Use of Income: <ul style="list-style-type: none"> If another CDBG contract is open, then the revenue must be used before additional CDBG funds are drawn. Deduct the income on the next CDBG reimbursement request. Otherwise, the revenue may be used for any community development activity. Recommended use: <ol style="list-style-type: none"> A CDBG eligible activity A project benefiting low- and moderate-income persons As a resource in a new CDBG application CDBG compliance is not required (i.e. federal labor standards.)
Reporting: <ul style="list-style-type: none"> Must submit a Program Income Reuse Plan by closeout or first loan payment (housing rehabilitation, economic development or other) whichever is earlier. Must maintain records to track income earned from any CDBG activity awarded to the local government. Must submit to Commerce an annual Program Income Report, detailing the receipt and use of income, attachment 4-A. 	Reporting: <ul style="list-style-type: none"> Must maintain records to track income earned from any CDBG activity awarded to the local government. Must document that the aggregate income is under the \$35,000 Program Income annual threshold. 	
NOTE: If the local government does not expect to exceed the \$35,000 threshold and uses some of the income, but then does exceed the threshold by the end of the year, then any Program Income funded activity must have complied with all CDBG compliance requirements including environmental review, labor standards, etc. and reported to Commerce.		

BENEFIT SUMMARY

At CDBG application, the grantee identified and documented how each CDBG activity would benefit low- and moderate-income (LMI) persons as well as the ethnic and racial breakdown. If activities provided a benefit during the contracting period, actual beneficiary data was required during the project. If benefit was not achieved until completion of the project, beneficiary data is reported using the attached Beneficiary at Closeout Form.

Follow these sequential steps to document the final project benefit(s) achieved.

1. Does your CDBG contract require you currently submit a beneficiary report for your project?
(Example Public Service Grants or Local Assistance Programs)*

Yes No

- If yes, STOP, submit a new report documenting the beneficiaries since last reported and proceed to the Minority Business Development, Section 3 & Labor Standards Section.
- If no, proceed to #2.

2. Is the project for a planning-only activity?

Yes No

- If yes, STOP, data is not required, proceed to the Minority Business Development, Section 3 & Labor Standards Section
- If no, proceed to #3

3. Complete the Benefit at Closeout Form on the next page to document the benefit provided to LMI persons at project completion.

***NOTE:** Under limited circumstances, a project may have multiple activities that require beneficiary reporting both during the project and at completion (i.e. sewer system improvements that include replacement of private side services). In these instances, you will receive reporting guidance from your CDBG project manager prior to closeout.

Intentionally Blank

BENEFIT AT CLOSEOUT FORM

Note:

- General Administration and planning budget codes do not require reporting.
- Totals for Lines 1, 2, and 3 should be the same.

(Budget code and activity numbers can be found on the Contract Data Sheet sent with the executed CDBG Contract.)

Budget Code			
Activity Number			

Project Beneficiary – Persons Served

New Access (i.e. first in area)			
Access to services/facility is no longer substandard			
Improved access (i.e. improved proximity)			
1. Total Persons			

Racial/Ethnic Breakdown

** HUD has designated Hispanic as an ethnic group. A person can be identified as both a member of a racial group and an ethnic group, but cannot be designated only as an ethnic group.*

	# by Race	# of Hispanic*	# by Race	# of Hispanic	# by Race	# of Hispanic
White						
Black/African American						
Asian						
American Indian/Alaskan Native						
Asian and White						
Black /African American and White						
American Indian/Alaskan Native & Black/African American						
Other Multi-Racial						
2. Total						

Low- and Moderate-Income Breakdown

Very Low Income (0-30% AMI)			
Very Low to Low Income (31-50% AMI)			
Low to Moderate Income (51-80% AMI)			
Sub-Total			
Non-LMI (81% AMI and above)			
3. Total			

BENEFIT AT CLOSEOUT FROM INSTRUCTIONS:

This data is reported to HUD to document how CDBG funds are used in Washington State. HUD uses this data to report the use of CDBG funds nationally.

Budget Code and Activity Number: These are the same budget code(s) and activity numbers used on the budget summary. If in doubt, the Contract Data Sheet sent with the executed CDBG contract lists the budget code(s) and Activity Number(s). Complete columns for each activity assigned to the project.

NOTE: General Administration (Budget Code 21A) and Planning (Budget Code 20) do not require reporting.

The totals for 1, 2, and 3 should be the same number.

1. Project Beneficiary -- Persons Served: Choose the appropriate accomplishment and enter the total number of beneficiaries for each activity.
2. Racial/Ethnic Breakdown: Insert the race and ethnicity for the beneficiary served at project completion. Use the first column, labeled # by Race, to list the number of individuals by racial group. If an individual is also of Hispanic ethnicity, count the individual also in the second column labeled # of Hispanic.
3. Low- and Moderate-Income Breakdown: Enter the number of persons by income category. If the 30% and 50% breakdown are unknown, at a minimum, enter the total number of low- and moderate-income beneficiaries as a "Sub-total LMI served".* The total of LMI served and non-LMI served should be the same as sections 1, 2, and 3.

The CDBG Income Limits showing 30%, 50%, and 80% levels of area median income (AMI) by county are available on our website at www.commerce.wa.gov/cdbg under Guidance Materials.

***Projects meeting LM - the Presumed Benefit Activities:** If the activity qualified as exclusively benefiting clientele in special groups presumed by HUD to be principally LMI persons, report the number of persons benefiting under the following income categories unless you have information that supports reporting them under a different income category.

Group	Income Level
Abused children	Very low income
Battered spouses	Low income
Severely disabled adults	Low income
Homeless persons	Very low income
Illiterate adults	Low income
Persons with Aids	Low income
Migrant Farm workers	Low income
Elderly	Moderate income (If to acquire, construct, convert, and/or rehabilitate senior center)

MINORITY BUSINESS DEVELOPMENT, SECTION 3 & LABOR STANDARDS REPORTING

STEP 1: Minority Business Development & Section 3:

1. If the grantee awarded professional or construction services in the past year, was it reported to CDBG?

No

Yes

If no, please complete and submit, as applicable:

- Contractor and Subcontractor Activity form, if procured since September 30 of the previous year (Attachment 1).
- Grantee Section 3 Closeout Report, (for contracts totaling \$100,000 or more) if procured since June 30 of the previous year (Attachment 2).

Construction Projects -- If yes, proceed to Step 2.

Non-construction Projects – If yes, the closeout report is complete.

Construction Projects -- proceed to Step 2.

Non-construction Projects – the closeout report is complete.

STEP 2: Labor Standards (Construction projects only):

1. Has the grantee discovered **federal** labor standards violations not previously reported to CDBG?

Yes

No

Using Attachment 3, report any **federal** labor standards violations not previously reported. For underpayments greater than \$999.99 per contractor, contact your CDBG project manager for additional steps.

Complete certification below

I certify to the best of my knowledge that all laborers and mechanics employed on this construction contract were paid in accordance with the labor provisions. In addition, there are no outstanding or unresolved labor standards, underpayments, complaints, or disputes.

Signature:	
Name:	
Title:	Date:

Intentionally Blank

CONTRACT AND SUBCONTRACT ACTIVITY

Dept. of Housing & Urban Dev./Dept. of Commerce

Please report any business activity not previously reported (i.e. on an annual Contractor/Subcontractor Activity Form). Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee	2. Location (City, State, ZIP Code)
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3a. Name of Contact Person	3b. Phone Number (With Area Code)	4. Reporting Period (contract activity not previously reported):	5. Program Code (Not applicable for CPD programs): NA	6. Date Submitted to COMMERCE
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Grant Contract #	Amount of Contract/ Subcontract	Type of Trade Code (See below)	Contractor or Subcontractor Business Racial/Ethnic Code (See below)	Woman Owned Business (Yes/No)	Prime Contractor Identification (ID) Number	Sec. 3 (Y/N)	Subcontractor Identification (ID) Number	Sec. 3 (Y/N)	Contractor/Subcontractor Name and Address					
7a.	7b.	7c.	7d.	7e.	7f.	7g.	7h.	7i.	7j.					
									Name	Street	City	State	Zip Code	

7c: Type of Trade Codes:
 1 = New Construction
 2 = Substantial Rehab.
 3 = Repair
 4 = Service
 5 = Project Mgmt.

6 = Professional
 7 = Tenant Services
 8 = Education/Training
 9 = Arch./Eng. Appraisal
 0 = Other

7d: Racial/Ethnic Codes:
 1 = White Americans
 2 = Black Americans
 3 = Native Americans
 4 = Hispanic Americans
 5 = Asian/Pacific Americans
 6 = Hasidic Jews

HUD/Commerce "CONTRACT AND SUBCONTRACT ACTIVITY" FORM INSTRUCTIONS

Community Development Programs (CDP) -- Revised for Internal Use with State CDBG Closeout 9/2015

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD- 60002 to report employment and training opportunities data. Form HUD-2516 is to be completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act.

The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b) (2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

1. Grantee: Enter the name of the unit of government submitting this report.

3. Contact Person: Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

4. Reporting Period: For purposes of closing the CDBG grant, report new contract activity since last reported. If no new activity has occurred write or type "No New Activity" in 7a below your grant #.

7a. Grant Number: Enter the grant Contract number.

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business.

When 51% or more is not owned and controlled by any single racial/ethnic category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. Section 3 Contractor: Enter Yes or No.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. Section 3 SubContractor: Enter Yes or No.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

GRANTEE SECTION 3 -- CLOSEOUT REPORT

Report any economic opportunities for low-and very low-income persons not previously reported (i.e. annual Section 3 report)

1. Grantee Name & Address: (Street, City, State, Zip)	2. CDBG Contract Number:	3. Total Amount of CDBG Award:		
	4. Contact Person Name:	5. Contact Person Phone:	6. Date Report Submitted:	

Part I: Employment and Training (**Columns B, C, and F are mandatory fields. Include New Hires in E & F)

A Job Category	B Number of <u>New</u> Hires	C Number of <u>New</u> Hires that are Sec. 3 Residents	D % Aggregate Number of Staff Hours of <u>New</u> Hires that are Sec. 3 Residents	E % of Total Staff Hours for Sec. 3 Employees and Trainees	F Number of Sec. 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List)					
Trade					
Trade					
Other (List)					
Total					

Part II: Contracts Awarded

1. Construction Contract Procured:		
A. Total dollar of construction contracts awarded (CDBG funds only)		\$
B. Total dollar amount of contracts awarded to Section 3 businesses (CDBG funds only)		\$
C. Percentage of the total CDBG Contract dollar amount that was awarded to Section 3 businesses (B ÷ A)		%
D. Total number of Section 3 businesses receiving CDBG contracts/monies		
2. Non-Construction Contracts Procured:		
A. Total dollar amount of non-construction contracts awarded (CDBG funds only)		\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses (CDBG funds only)		\$
C. Percentage of the total CDBG non-construction contract dollar amount awarded to Section 3 businesses (B ÷ A)		%
D. Total number of Section 3 businesses receiving CDBG non-construction contracts		

Part III: Summary of Efforts

If no Section 3 persons were hired, or no Section 3 contracts were awarded, please provide a brief explanation as to why.

Instructions for Completing Section 3 Form:

1. Enter the name and address of the CDBG Grantee
2. CDBG Grant Contract Number
3. Enter the dollar amount of the CDBG awarded
4. Name of person completing form
5. Information for person completing form
6. Date this report submitted

Part I: Employment and Training Opportunities

- **Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation such as architects, grant administrators, engineers, etc. For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.
- **Column B:** (MANDATORY FIELD) Enter the number of New Hires for each category of workers identified in Column A in connection with this contract award. "New Hires" refers to a person who is not on either the recipient's or the contractor's payroll at the time the contract was awarded.
- **Column C:** (MANDATORY FIELD) Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this contract award. "Section 3 New Hires" refers to a Section 3 resident who is not on either the recipient's or the contractor's payroll at the time the contract was awarded.
- **Column D:** Enter the percentage of Section 3 New Hire staff hours spent on this contract. (Section 3 New Hire Hours ÷ Total New Hire Hours)
- **Column E:** Enter the percentage of the total staff hours worked by Section 3 employees and trainees on this contract – including new hires. Also include staff hours for full time and part time employees. (Section 3 Employee Hours ÷ Total Employee Hours)
- **Column F:** (MANDATORY FIELD) Enter the number of Section 3 residents that were trained in connection with this contract.

Part II: Contract Opportunities

Block I: Construction Contracts

Item A: Enter the total dollars amount of CONSTRUCTION contracts awarded on the contract (CDBG dollars only).

Item B: Enter the dollar amount of Section 3 contracts awarded on the contract (CDBG dollars only).

Item C: Enter the percentage of Section 3 contracts awarded on the contract (CDBG dollars only). Section 3 contract dollars ÷ Total contract dollars.

Item D: Enter the number of Section 3 businesses receiving contract awards in association with this contract.

Block II: Non-Construction Contracts

Item A: Enter the total dollar amount of NON CONSTRUCTION contracts awarded on the contract (CDBG dollars only).

Item B: Enter the dollar amount of Section 3 contracts awarded on the contract (CDBG dollars only).

Item C: Enter the percentage of Section 3 contracts awarded on the contract (CDBG dollars only). Section 3 dollars ÷ Total contract dollars.

Item D: Enter the number of Section 3 businesses receiving contract awards in association with this contract.

Part III: Summary of Efforts – Self Explanatory

LABOR STANDARDS COMPLIANCE REPORT

This Form Must Be Used for Restitution (Underpayments) of \$.00 to \$999.99. (See [Federal Labor Standards Handbook 1344.1](#), Paragraph g., page 3-15, for amounts totaling \$1,000 or more per prime or subcontractor)

PROJECT INFORMATION

CDBG Contract #:	HUD Program or Source of Funds: WA State CDBG
Grantee Name and Address:	
Description of Work:	
Prime Contractor:	Contract Amount: \$

VIOLATIONS

Number of Violations: _____

Number of Employees Involved in Violations: _____

Number of Subs Involved-Violations: _____

Total Amount of **Straight Time** Underpayments (restitution): \$_____

Total Amount of **Overtime** Underpayments (restitution): \$_____

(Federal Contract Work Hours & Safety Standards Act violations only)

Briefly Describe Any Labor Standards Complaints & Resolutions:

Is any contractor retainage held at this time? Yes No Amount of retainage held: \$

SUBCONTRACTOR(S) WHO HAD VIOLATIONS:

(Please attach more pages, if needed, for any additional information)

Name	Address	Contract Amount	Type of Work
		\$	
		\$	
		\$	
		\$	

CERTIFICATION

I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT ALL LABORERS AND MECHANICS EMPLOYED ON THIS CONSTRUCTION CONTRACT WERE PAID IN ACCORDANCE WITH THE LABOR PROVISIONS, EXCEPT AS NOTED. THERE ARE NO OUTSTANDING OR UNRESOLVED LABOR STANDARDS, UNDERPAYMENTS, COMPLAINTS, OR DISPUTES.

Signature:	Name:
Title:	Date:

11:45 COUNTY COMMISSIONERS

- a) Miscellaneous business to come before the Board

12:00 RECESS

1:30 COUNTY COMMISSIONERS

- a) Miscellaneous 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.