

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, OCTOBER 7, 2019**

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9:30

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) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)

**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.*

- f) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
- g) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for August 26 and 27, 2019
  - 2) Resolution \_\_\_\_\_ - Out of state travel for Sheriff's Office employee (Daschofsky and K9 Murphy)
  - 3) Resolution \_\_\_\_\_ - Meeting to consider lease of County property
  - 4) County vouchers/warrants/electronic payments as follows: 4048697 through 4048712 totaling \$87,107.00 (payroll draws dated September 13, 2019); 4048813 through 4048856, totaling \$937,536.65 (September payroll); 4212673 through 4212701 totaling \$1,069,091.41(benefits and deductions)
  - 5) Payroll action and other forms requiring Board approval

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

IN THE MATTER OF APPROVING  
OUT OF STATE TRAVEL FOR  
SHERIFF'S OFFICE EMPLOYEE  
(DASCHOFSKY AND K9  
MURPHY)



**RESOLUTION NO. 19**

**WHEREAS**, Walla Walla County Sheriff Mark Crider has requested out of state travel approval for Deputy Ashley Daschofsky and K9 Murphy to attend an Advanced Tracking/Trailing Course to be held October 14 – 17, 2019 in Meridian, Idaho; and

**WHEREAS**, said training will benefit the citizens of Walla Walla County; 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 7<sup>th</sup> day of October, 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*



**Mark A. Crider**  
Sheriff

## WALLA WALLA COUNTY SHERIFF'S OFFICE - 1 2019

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

RECEIVED  
WALLA WALLA COUNTY  
COMMISSIONERS

Sheriff's Office (509) 524 - 5400  
Fax (509) 524 - 5480  
Dispatch (509) 527 - 3265  
Toll Free (866) 527 - 3268  
Email: [sheriff@co.walla-walla.wa.us](mailto:sheriff@co.walla-walla.wa.us)

Joe Klundt *Undersheriff*  
Richard L. Schram *Chief Criminal Deputy*  
Ron Varner *Chief Civil Deputy*

# Memorandum

Date: September 25, 2019  
To: Board of County Commissioners  
From: Mark Crider, Sheriff  
RE: Out of State Travel: Deputy Ashley Daschofsky and K9 Murphy

Deputy Daschofsky is requesting travel to Basic to Advanced Tracking/Trailing, in Meridian, Idaho on October 14-17, 2019. The Civil Dog USA Consulting Group is a renowned leader in K9 training and will be offering a weeklong course close to Walla Walla. Deputy Daschofsky has already gone through basic training as well as cross training K9 Murphy but this training is a can't-miss opportunity to further his training and experience in our region.

This four-day course covers the introduction of the tracking profile to the Law Enforcement K9 Team and will provide the following:

- Knowledge of scent theory as it applies to the tracking profile.
- How to build the proper foundation and maintain a quality tracking team.
- Various techniques will be discussed including hard surface tracking, aged tracks, cross track contamination, scent discrimination, line work and safety on the track.
- Handlers will learn how the tracking profile can increase their suspect capture rate, increase officer safety and free up additional resources.
- The tactical application of the tracking team in tandem with SWAT will be discussed during the classroom portion.
- Officers will learn the simplicity and effectiveness of the tracking K9 and will leave the class with the tools necessary for success in the field.

About the Instructor:


Vince Bingaman recently retired from the Phoenix Police Dept. after 30 years of law enforcement service. Working his last 20 years in the department's K9 unit and 13 years as the unit's lead trainer, has given Vince the opportunity to separate theory from reality and present training based on proven tactics and techniques. Vince's experience runs the entire spectrum from team selection, basic academies and the advanced tactical application of the Police Service Dog. He currently owns Civil Dog USA, a consulting and training company dedicated to real world training for today's K9 teams.

Recommendation:

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



Sheriff Mark A. Crider



Date

**WALLA WALLA COUNTY  
Employee Travel Authorization**

Date of Request 9/25/19

|   |  |                    |
|---|--|--------------------|
| <b>Employee Attending:</b><br><u>Ashley Dashofsky</u>                                       | <b>Estimate of Cost (Includes all costs even prepaid)</b>  |                    |
|   | <b>Transportation</b>  |                    |
| <b>Meeting/Training:</b><br>Start time/date: <u>10/13/19</u> End time/date: <u>10/17/19</u> | <input type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input checked="" type="checkbox"/> County Vehicle | \$                 |
|   | <input type="checkbox"/> Private Vehicle _____ miles @ _____   | \$                 |
| <b>Location:</b><br>City: <u>Meridian</u> State: <u>ID</u>                                  | <input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus   | \$                 |
|   | <b>Lodging</b>   |                    |
| <b>Title of Meeting/Training:</b><br>(Attach agenda/training brochure)                      | <u>4</u> night(s) @ \$ <u>107.00+Tax</u>   | \$ <u>492.20</u>   |
|   | <b>Meals</b>   |                    |
| <b>Departure Date:</b> <u>10/13/19</u> <b>Time:</b>   | Breakfast(s) <u>0</u> @ \$ <u>18</u>   | \$                 |
| <b>Return Date:</b> <u>10/17/19</u> <b>Time:</b>  | Lunch(s) <u>5</u> @ \$ <u>21</u>   | \$ <u>105.00</u>   |
|   | Dinner(s) <u>5</u> @ \$ <u>32</u>  | \$ <u>160.00</u>   |
| <b>Place of Lodging:</b> <u>LaQuinta Inn</u>  | <b>Registration/Tuition</b>  |                    |
|   | Cancel Date:   | \$ <u>750.-</u>    |
| <b>Phone Number:</b> <u>(208)-288-2100</u>  | <b>Total Expenses</b>  |                    |
|   |  | \$ <u>1,507.20</u> |

Credit Card Use:  Yes  No Date Needed: 10/13/19

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

[Signature]  
Signature of Employee

Date: 9/25/19

Recommended:  Yes  No  
[Signature]  
Supervisor Signature

Date: 9/25/19

Out-of-State Travel:  Yes  No  
(Attach Resolution)

Approved:  Yes  No  
[Signature]  
Elected Official/Department Head

Date: 9/25/19

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A MEETING  
TO CONSIDER LEASE OF  
COUNTY PROPERTY



RESOLUTION NO. **19**

**WHEREAS**, pursuant to Resolution No. 19 218 a public meeting was set for October 14, 2019 at 11:15 a.m. to consider lease of county property; and

**WHEREAS**, inadvertently the legal notice for said meeting did not get posted in a timely manner; and

**WHEREAS**, pursuant to RCW 36.34, application to continue to lease county property has been made by Two Rivers Riding Club to the Board of County Commissioners of Walla Walla County, Washington, said application accompanied by a cash deposit as required by RCW 36.34.150; and

**WHEREAS**, said county property is identified as portion of county parcel no. 300813110002, generally located at 1500 Hanson Loop Road, Walla Walla County; and

**WHEREAS**, the Board of County Commissioners deem it desirable to lease said property; and

**WHEREAS**, RCW 36.34.160 requires notice of the county's intention to make such a lease to be published and a date and time set for the purpose of considering leasing said property; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that a meeting to consider the lease of said property shall be set for Monday, October 28, 2019 at the hour of 11:00 a.m. in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington.

**BE IT FURTHER RESOLVED** that the Clerk of the Board of Walla Walla County Commissioners shall give notice of said meeting and description of the property proposed to be leased, in the manner prescribed by law.

*Passed this 7<sup>th</sup> day of **October, 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*

**COUNTY COMMISSIONERS (continued)**

**h) Action Agenda Items:**

1) Execute Letter of Agency and Carrier  
Notification of Change in 911 Services

**i)** Miscellaneous business to come  
before the Board

**j)** Review reports and correspondence;  
hear committee and meeting reports

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

## Letter of Agency and Carrier Notification of Change in 911 Services

EFFECTIVE JUNE 24, 2016

To Whom It May Concern:

Please accept this letter as notification that Walla Walla County (County), a subdivision of the State of Washington with the authority pursuant to RCW 38.52.510 to implement and provide enhanced 911 emergency communications systems so that enhanced 911 is available throughout the state, hereby appoints the Washington State Military Department (State), an agency of the State of Washington with a principal place of business at 20 Aviation Drive, Camp Murray, WA 98430-5020, to act as the County's limited agent and on the County's behalf for purposes of providing the State with 911 call transport, database management, and related services (including but not limited to certain Internet Protocol-based next generation 911 (NG911) services) (collectively, the NG911 Services), managing the transition of enhanced 911 and/or NG911 services currently provided to the State by CenturyLink and/or its third party agents to the new TCS NG911 Services platform and network(s) managed by the State's new contractor Comtech TCS (TCS), and for any and/or all other purposes enumerated herein.

The establishment of the new network configuration for the TCS NG911 Services is underway. More information will be provided soon. Beginning in September 2016, and throughout the duration of the transition to the TCS NG911 Services, and the subsequent Program Lifecycle Management Stage, TCS and/or its designated vendors will be working with the State's incumbent local exchange carriers (ILECs), competitive local exchange carriers (CLECs) and other telecommunication carriers, VoIP service providers, wireless service providers, and other NG911 providers (collectively, Communication Service Providers or CSPs), as well as the PSAPs and local 911 authorities responsible for 911 in each county of the State of Washington and their respective vendors, to begin the process of transitioning/migrating 911 call transport and related services from the selective routers (SRs) currently being used by the State to SRs that are a part of the TCS NG911 Services. In addition, 911 database information will be transitioned from the State's current Automatic Location Information (ALI) database provider to an ALI database included with the TCS NG911 Services.

The establishment of the new network configuration for TCS NG911 Services is underway, and all 911 voice traffic / 911 data / 911 database information must be migrated to the network being used for the TCS NG911 Services.

To ensure uninterrupted access to 911 service for your customers, it will be necessary for you to establish connectivity to the network being used for the TCS NG911 Services and such new connections must be in place and tested. TCS will be following up with additional documentation, including project transition timelines, for this. As a follow up to this LOA, you also will be receiving certain other documentation to facilitate the State's transition to TCS NG911 Services, including:

- a) Carrier Interconnection SOP
- b) Carrier Facility Assignments
- c) ALI User Guide and Training Schedules

In furtherance of the State's transition to TCS NG911 Services, please note the following:

1. This limited agency is effective on the date shown above and will remain in force until revoked in writing.



## Letter of Agency and Carrier Notification of Change in 911 Services

2. For questions regarding this limited agency, or the requests below, please contact:

William Andrew Leneweaver  
Deputy State E911 Coordinator, Enterprise Systems  
[e911technicalservices@mil.wa.gov](mailto:e911technicalservices@mil.wa.gov)  
(253) 512-7039 or (800) 562-6108

3. For questions regarding the TCS NG911 Services, please contact:

Gregory Pittsford  
Customer Resource Manager  
[SST-WA-telecom@comtechtel.com](mailto:SST-WA-telecom@comtechtel.com)  
(206) 792-2223

4. The County hereby authorizes the state and its contractor TCS, and/or its designated vendors, to discuss, arrange, coordinate, and order the reconfiguration and transport of Communication Service Providers' call origination ingress and the delivery of ALI database information for and in support of the provision of the TCS NG911 Services, including, but not limited to, the following:
- Current and new trunk group information as required to affect a successful transition/migration of 911 call transport and related services from the SRs currently being used by the State to SRs that are a part of the TCS NG911 Services;
  - Description and configuration of the types of facility transport currently in use (including, but not limited to, signaling protocols, type and quantity of trunks/virtual trunk definition, CLLI codes, DACS location, etc.) for connection to/from the system/network for the TCS NG911 Services; and
  - All relevant points of interconnection and information related thereto.
5. The County hereby authorizes the State and its contractor TCS to request and obtain, as needed, from your organization (including but not limited to: all Communication Service Providers, PSAPs, and local 911 authorities responsible for 911 in each county of the State of Washington and their vendors) providing communication services or supporting 911 services in or for the State (or its surrounding areas), the following information:
- Service Order Input ("SOI") information (including, but not limited to, data formats, transfer mediums, subscriber address information, etc.) for all customers/subscribers within the State's emergency service area;
  - Where applicable for b) above, for dynamic solutions utilizing pANIs, the ESRK, ESRD, ESQK, all pANI records and related ALI steering tables;
  - All relevant telephone customer/subscriber record information available by law or regulation to the State (which, for greater certainty, includes, but is not limited to, all local 911 authorities responsible for 911 in each county of the State of Washington) and/or 911 service providers;
  - Daily company SOI update activity used for the purpose of the providing or supporting 911 services in the State, responding to requests for emergency services from your customers/subscribers, and any other information associated with and/or supporting telephone number and selective routing data; and
  - Any other information associated with and/or supporting 911 provisioning, routing, and data for the State.

## Letter of Agency and Carrier Notification of Change in 911 Services

6. If you have a third party provider for transport and/or data submissions to ALI providers, please forward this notification to that third party and request the third party to contact us as described in item 2. above.

Any proprietary or confidential data acquired hereunder will be used solely for the purpose of providing the TCS NG911 Services described above and will be protected from unauthorized use or disclosure, except as required by law. Please place the term "CONFIDENTIAL" on the cover of any document containing proprietary information and clearly and specifically mark all proprietary information contained within the document.

The undersigned represents that she/he has authority on behalf of the County to authorize all of the details set forth herein.

Walla Walla County

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

Name: Todd L. Kimball

Title: Chair, Walla Walla County Board of Commissioners

**a) Action Agenda Items:**

- 1) Proposal 2019 10-07 DCH  
Approval to apply for a grant  
through Washington State Health  
Care Authority for Substance Use  
Disorder Prevention, Mental Health  
Promotion Project and Suicide  
Prevention Project Community Based  
Organization Enhancement Grants

**b) Consent Agenda Items:**

- 2) Resolution \_\_\_\_\_ - Interagency  
Agreement between the Washington  
Traffic Safety Commission and Walla  
Walla County Department of Community  
Health

**c) Department update and miscellaneous**



# MEMO

Date: October 7, 2019

Proposal ID: 2019 10-07 DCH

To: BOCC

From: Meghan M. DeBolt, MPH/MBA  
Administrator

Intent – Gain BOCC approval to apply for a grant through Washington State Health Care Authority

Topic – Substance Use Disorder (SUD) Prevention and Mental Health Promotion Project (MHPP) and Suicide Prevention Project Community-Based Organization (CBO) Enhancement Grants

## **Summary**

There are three different types of Community-based enhancement projects listed within this application:

- State Opioid Response (SOR) projects,
- Dedicated Marijuana Account (DMA) projects,
- Mental Health Promotion Projects (MHPP) and Suicide Prevention Projects.

HCA intends to award multiple Contract(s) to provide the services described in this RFA.

Work in these areas will increase capacity to implement direct and environmental alcohol, tobacco, opioid, and other drug prevention services throughout Walla Walla County, as well as Mental Health Promotion Projects and Suicide Prevention Projects. Through the RFA, we will select appropriate quality and culturally competent Evidence-Based Programs, Research-Based Programs, and Promising Programs to address substance use prevention and Mental Health Promotion Programs or Suicide Prevention Projects.

This will build upon our existing Community Prevention and Wellness Initiative and Suicide Prevention programs.

Additional information provided in grant questionnaire.

**Cost**

No cost associated with applying, however funding through the grant will cover all costs.

**Funding**

Up to \$60,000

**Alternatives Considered**

N/A

**Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

N/A

**Benefits**

If awarded these funds, this will provide additional funds and support youth bicycle safety.

**Conclusion/Recommendation**

Recommend the BOCC approve DCH's request to apply for the HCA Enhancement grant.

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Submitted By

Disposition

Meghan DeBolt, DCH,

\_\_\_ Approved

Name Department Date

\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

Name Department Date

\_\_\_ Denied

BOCC Chairman

Date

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Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

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Walla Walla County  
GRANT QUESTIONNAIRE

Date: October 7, 2019

Office/Department: Community Health  
Contact Person: Meghan DeBolt

1) Name of Grant/Program: Substance Use Disorder (SUD) Prevention and Mental Health Promotion Project (MHPP) and Suicide Prevention Project Community-Based Organization (CBO) Enhancement Grants

2) New Grant                      Renewing Grant                       Term (# of years): 1-1.5 years,

3) Is the grant unchanged, and does not require Current Expense funding?  
**(If Y, please skip to number 24)**                      Y\_\_\_\_\_ N\_\_x\_\_\_\_\_

4) How will this grant benefit the county's citizens?  
There are three different types of Community-based enhancement projects listed within this application:  
    State Opioid Response (SOR) projects,  
    Dedicated Marijuana Account (DMA) projects,  
    Mental Health Promotion Projects (MHPP) and Suicide Prevention Projects.  
HCA intends to award multiple Contract(s) to provide the services described in this RFA.

Work in these areas will increase capacity to implement direct and environmental alcohol, tobacco, opioid, and other drug prevention services throughout Walla Walla County, as well Mental Health Promotion Projects and Suicide Prevention Projects. Through the RFA, we will select appropriate quality and culturally competent Evidence-Based Programs, Research-Based Programs, and Promising Programs to address substance use prevention and Mental Health Promotion Programs or Suicide Prevention Projects.

This will build upon our existing Community Prevention and Wellness Initiative and Suicide Prevention programs.

5) Is this a program grant or an equipment grant?  
Program

6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?  
This is an annual/bi-annual grant that we are required to re-apply for every contract term.

7) If this is a new grant how will the grant support a current program OR how will the program change?

- 8) Does this grant require up front funds? Y\_\_\_\_\_ N\_\_x\_\_\_\_  
 If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 9) How many employees (new or current) will be paid by the grant? N\_\_\_\_\_ C\_.25\_\_  
 a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? \_\_\_\_\_
- 10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y\_\_\_\_\_ N \_\_x\_\_ If so, what?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y\_\_x, we built this into our budget request\_\_ N\_\_\_\_\_
- 12) What fund would support a cash match (if required)? \_\_\_\_\_
- 13) If required what is the TOTAL cost of the match over the life of the grant? \_\_\_\_\_
- 14) What fund would support the administration of the grant? \_112\_\_\_\_\_
- 15) Will the grant allow for the County cost allocation plan to be funded? Y\_\_\_\_\_ N\_\_x\_\_\_\_
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?  
 DCH already provides all of this.
- 17) Would the program require use of a county vehicle or personal vehicle? Y\_x, and we budgeted this in\_\_ N \_\_\_\_\_
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance? Y\_\_\_\_\_ N\_\_x\_\_\_\_, not as a separate line item, however we figure this into the admin cost.
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y\_\_x\_\_ N\_\_\_\_\_ If so, what activities?  
 Anything needed, is already being provided – contract review by legal and IT to ensure we comply with terms.
- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y\_\_\_\_\_ N\_\_x\_\_\_\_ If so, what obligations?



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21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?)

No

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22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y\_\_\_\_\_ N\_\_x\_\_\_ If so, what is the funding source for consultant fees?

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23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

We will be using a current DCH nurse to perform the duties under this grant. The service provided with NFP will greatly benefit the taxpayers, beyond just the clients served. We will see reductions in Adverse Childhood Experiences, increase in income and decrease in use of traditional welfare for clients we serve.

24) Please provide (attached to questionnaire) a synopsis of the grant or a copy of the fact sheet.

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

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Official signature of requesting office/department:

\_\_\_\_\_  
Elected Official/Department Head

\_\_\_\_\_  
Date

**FOR COMMISSIONERS' OFFICE USE ONLY**

Approved by: \_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

- Copies to: 1) Requesting Office/Department  
2) Susan Dombrosky, Auditor's office  
3) Commissioners' File

Washington State  
Health Care Authority

STATE OF WASHINGTON  
HEALTH CARE AUTHORITY

**REQUEST FOR APPLICATIONS (RFA)**

**RFA NO. 3882**

**NOTE:** If you download this RFA from the Health Care Authority website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFA Coordinator in order for your organization to receive any RFA amendments or Applicant questions/agency answers. HCA is not responsible for any failure of your organization to send the information or for any repercussions that may result to your organization because of any such failure.

**PROJECT TITLE:** Substance Use Disorder (SUD) Prevention and Mental Health Promotion Project (MHPP) and Suicide Prevention Project Community-Based Organization (CBO) Enhancement Grants

**PROJECT SHORT TITLE:** SUD/MHPP/Suicide Px CBO Grants

**APPLICATION DUE DATE:** November 1, 2019 by 2 p.m. *Pacific Time* Olympia, Washington, USA.

Only e-mailed applications will be accepted. Faxed applications will not.

**ESTIMATED TIME PERIOD FOR CONTRACT:**

|  |   |
|--|---|
| State Opioid Response (SOR):             | December 15, 2019 to September 29, 2020 |
| Dedicated Marijuana Account (DMA):       | December 15, 2019 to June 30, 2021      |
| Mental Health Promotion Projects (MHPP): | December 15, 2019 to June 30, 2021      |

The Health Care Authority reserves the right to extend the Contract for up to two (2) additional one (1)-year periods at the sole discretion of the Health Care Authority.

**APPLICANT ELIGIBILITY:** This procurement is open to those Applicants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called "HCA," is initiating this Request for Applications (RFA) to solicit Applications from entities interested in participating on projects to implement prevention services in Washington State. There are three different types of Community-based enhancement projects listed within this application:

- State Opioid Response (SOR) projects,
- Dedicated Marijuana Account (DMA) projects,
- Mental Health Promotion Projects (MHPP) and Suicide Prevention Projects.

HCA intends to award multiple Contract(s) to provide the services described in this RFA.

The HCA Division of Behavioral Health and Recovery (HCA/DBHR) intends to increase capacity to implement direct and environmental alcohol, tobacco, opioid, and other drug prevention services in high-need communities, as well Mental Health Promotion Projects and Suicide Prevention Projects. HCA/DBHR will award multiple Contracts to Tribal government or Urban Indian programs, public or private Community-Based Organizations, and government agencies (e.g. school districts, law enforcement agencies, city/county, and Educational Service Districts (ESD)) to provide quality and culturally competent Evidence-Based Programs, Research-Based Programs, and Promising Programs to address substance use prevention and Mental Health Promotion Programs or Suicide Prevention Projects.

HCA/DBHR is not excluding any organization from applying, but will give priority to organizations serving the high-need communities listed in Exhibit I.

Awards are dependent on project funding:

- SOR projects: One year funding period only for up to \$20,000 for a Single-site Application or up to \$80,000 per Multi-Site Application.
- DMA projects: Two funding years available for up to \$20,000 for a Single-Site Application or up to \$80,000 per Multi-Site Application each year.
- MHPP and Suicide Prevention Projects: Two funding years available for up to \$20,000 for a Single-Site Application or up to \$80,000 per Multi-Site Application each year.
- Single-Site Applications qualify an Applicant to serve one or more communities within a school district or public hospital district, city, or county.
- Multi-Site Applications qualify an Applicant to serve more than one Community with a regional (multiple county) or statewide service delivery. For more information, please see Section 1.8, *Definitions*.

Organizations are encouraged to partner with Community Prevention and Wellness Initiative (CPWI) Coalitions or other existing Community Coalitions when possible.

HCA reserves the right to negotiate with the Apparent Successful Applicant (ASA) for project scope, including number of individuals served, and funding amounts. Special consideration during selection may include Community geographic location(s) to ensure distribution of projects statewide, overall Community risk ranking, and past performance of HCA/DBHR contracts.

## 1.2. OBJECTIVES AND SCOPE OF WORK

The period of performance for this grant will vary depending on each funding source.

Applicants must complete a separate Project Narrative, Action Plan, and budget for each source of funding requested in their application. The Project Narrative will describe the needs of the communities proposed to be served; the programs chosen and plan proposed for implementation, and how Health Disparities will be addressed.

Each Project Narrative must clearly state how the Applicant will ensure the objectives for each funding source are met. The funding source objectives are as follows:

**SOR:** To meet Strategy 1.1 of the SOR Plan, HCA/DBHR will provide grants to entities to prevent the misuse of opioids in communities. HCA/DBHR intends to increase capacity to implement direct and environmental substance use disorder prevention services in communities.

- Current HCA contractors receiving State Opioid Response (SOR) Community-based Organization (CBO) grant funding from RFA #3055 are not eligible to apply for the SOR funding through this funding application (RFA #3882). These contractors are eligible to apply for the DMA or MHPP funding sources in this application.

**DMA:** To address RCW 69.50.545, HCA/DBHR will provide grants to entities to implement youth marijuana misuse and abuse prevention services. HCA/DBHR intends to increase capacity to implement direct and environmental substance use disorder prevention services in communities.

**MHPP and Suicide Prevention Projects:** To meet the WA State Suicide Prevention Plan goals, HCA/DBHR will provide grants to entities to address mental health promotion or Suicide Prevention Projects. Mental health promotion works to strengthen individuals and communities. Promotion of mental health can be achieved by working to improve your Community in a variety of ways. Here are a few examples:

- Early childhood interventions (e.g., home visiting for pregnant women, pre-school psychosocial interventions, combined nutritional and psychosocial interventions among disadvantaged populations);
- Mental health promotion activities in schools e.g., programs supporting normal transitions and changes in schools, increasing the atmosphere of child-friendly schools;
- Family education programs e.g., increasing child parent bonding, child transitions, communication skills, problem solving skills, disciplinary skills;
- Suicide Prevention Projects e.g., Community or individual training on signs of suicide and how to provide appropriate referrals; and
- Mental health interventions at work e.g., stress prevention programs.

**The work of successful Applicants must include but not be limited to the following:**

1. Implement the approved Action Plan located in each Exhibit G packet of the application.
  - a. The Action Plan will include approved program(s) from the list(s) of approved programs on Exhibit A: Application Face Page.
  - b. Programs must be implemented as proposed in the Applicants' approved Project Narrative, Action Plan, and Budget including; approved program(s), dates & timelines, scope, dosage, Target Audience(s), leadership, and responsible parties.
2. Funds must be used to support program costs including staff for program planning, training, implementation, reporting and evaluation.
3. Enter approved implementation Action Plan into the Substance Use Disorder Prevention and Mental Health Promotion Online Reporting System (Minerva) no more than 30 days following Contract execution.
4. Complete monthly reporting in Minerva, including all required data, by the 15<sup>th</sup> of the month following the month of services, including required pre/post-test data. Resources on the Minerva system can be found at <http://theathenaforum.org/MKB>.
5. Participate in HCA/DBHR learning Community meetings every other month, and other required trainings.
  - a. Additional information can be found on The Athena Forum Calendar at <https://www.theathenaforum.org/event-calendar/month>
6. Participate in monthly check-in phone calls with Contract Manager or designee.

HCA/DBHR is interested in receiving applications from organizations that demonstrate excellence in service delivery to the high-needs communities listed in Exhibit I, communities of color, veterans and military families, persons with disabilities, and members of LGBTQ communities. Private, for profit organizations are encouraged to partner with eligible applicants especially for proposals that would

address professions that are at high risk for substance use disorders, mental health challenges, or suicide.

Applicants are encouraged to partner with CPWI Coalitions, Drug Free Community (DFC) Coalitions, or other existing Community Coalitions when possible. However, only one legal entity may submit the Application.

Awarded contractors are required to report program level activity data input for all active services including coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments. Contractors will be required to participate in statewide evaluation reporting activities.

### **1.3. MINIMUM QUALIFICATIONS**

- 1.3.1. Licensed to do business in the state of Washington or provide a commitment that it will become licensed in Washington within 30 calendar days of being selected as the Apparent Successful Bidder.
- 1.3.2. Previous experience managing at least one (1) program with the purpose of addressing the prevention of substance abuse, mental health promotion, or suicide prevention.
- 1.3.3. A minimum of one (1) year' experience with providing substance use disorder prevention, mental health promotion, or suicide prevention services.

### **1.4. FUNDING**

Applicants may apply for each funding source in this RFA if eligible, however a maximum of two (2) Contracts will be awarded to each Applicant.

A maximum of two (2) Multi-Site Contracts will be awarded per funding source, for a maximum of six (6) Multi-Site Contracts resulting from this RFA.

Award limits per funding source are as follows:

**SOR: December 15, 2019 to September 29, 2020**

HCA has budgeted an amount not to exceed twenty-thousand dollars (\$20,000) for Single-Site Applicants and eighty-thousand dollars (\$80,000) for Multi-Site Applicants for the funding period.

**DMA: December 15, 2019 to June 30, 2021**

HCA has budgeted an amount not to exceed twenty-thousand dollars (\$20,000) for Single-Site Applicants and eighty-thousand dollars (\$80,000) for Multi-Site Applicants per year for two years.

According to RCW 69.50.545 no less than eighty-five percent (85%) of DMA funds can be used to support Evidence-Based Programs and Research-Based Programs and no more than fifteen percent (15%) can be used to support Promising Programs from the required programs list (see Exhibit Packet G-2). By 2020, grantees may be asked to adjust selected programs and strategies to follow the benefit-cost model to for effective programs.

**MHPP: December 15, 2019 to June 30, 2021**

HCA has budgeted an amount not to exceed twenty-thousand dollars (\$20,000) for Single-Site Applicants and eighty-thousand dollars (\$80,000) for Multi-Site Applicants per year for two (2) years.

HCA has budgeted for the amounts stated above and will not exceed those amounts unless otherwise stipulated herein. Applications in excess of these amounts per source will be considered non-responsive and will not be evaluated.

Any Contract awarded as a result of this procurement is contingent upon the availability of funding.

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF  
INTERAGENCY AGREEMENT  
BETWEEN THE WASHINGTON  
TRAFFIC SAFETY COMMISSION  
AND WALLA WALLA COUNTY  
DEPARTMENT OF COMMUNITY  
HEALTH



RESOLUTION NO.

**WHEREAS**, the Washington Traffic Safety Commission has proposed an Interagency Agreement AG-3697-Bikes on the Road with the Walla Walla County Department of Community Health; and

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

**WHEREAS**, the County Prosecuting Attorney and Risk Manager have reviewed same; 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 7<sup>th</sup> day of **October, 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 BETWEEN THE  
Washington Traffic Safety Commission AND  
Walla Walla County Community Health**

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Walla Walla County Community Health, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

**1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) #20.616, for traffic safety grant project 2020-AG-3697-Bikes on the Road.

**2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020 unless terminated sooner, as provided herein.

**3. STATEMENT OF WORK**

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW).

**3.1 SCOPE OF WORK**

Increase the number of bicycle helmets distributed to youth and adults in Walla Walla and College Place as compared to 2018-19 distributions by September 30, 2020.

Increase educational materials distributed through bicycle safety events as compared with 2018-19 distributions by September 30, 2020.

Develop and implement - in partnership with WTSC Program Manager - one Positive Community Norms messaging campaign regarding bicycle safety by September 30, 2020.

### 3.2. MILESTONES AND DELIVERABLES

| <b>Milestone OR Deliverable Description and</b>   | <b>Completed Date</b> |
|---|-----------------------|
| Make contact with radio and news outlets to develop PSA's for distribution during National Bike Safety Month                        | 1/15/2020             |
| Make contact with local bicycle shops for inclusion in community and school events  | 1/15/2020             |
| Submit first quarterly report.  | 01/15/2020            |
| Make contact with school district offices   | 02/01/2020            |
| Make contact with city managers of Walla Walla and College Place to coordinate Bikes on the Road with established community event   | 02/01/2020            |
| Meet with program directors of community and city agencies to combine efforts to reach youth and adults through their media sources | 03/01/2020            |
| Submit second quarterly report.   | 04/15/2020            |
| Schedule events for May-September, 2020.  | 04/30/2020            |
| Conduct at least three bicycle education and awareness events or public information campaigns by June 30, 2019.                     | 06/30/2020            |
| Submit third quarterly report.  | 07/15/2020            |
| Conduct at least three bicycle education and awareness events or public information campaigns by September 30, 2019.                | 09/30/2020            |
| Submit combined fourth quarterly report and final report that summarizes all activities conducted through the project.              | 10/15/2020            |

### 3.3. COMPENSATION

3.3.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW

39.34. The cost of accomplishing the work described in the SOW will not exceed \$13,761.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the



continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

### 3.4. SUMMARY OF PROJECT COSTS

| <b>SUMMARY OF COSTS</b>               | <b>AMOUNT</b>      |
|---------------------------------------|--------------------|
| Employee salaries and benefits        | \$3,529.00         |
| Travel                                | \$200.00           |
| Contract Services                     | \$5,000.00         |
| Equipment (listed in the table below) | \$0.00             |
| Goods or other expenses               | \$3,655.90         |
| Indirect Costs                        | \$1,376.10         |
| <b>TOTAL</b>                          | <b>\$13,761.00</b> |

#### Budget Narrative

Employee Salaries and Benefits - 100 hours @ \$35.29 = \$3,529.00

Travel (includes in-state and out-of-state travel), 110 miles @ \$.545/mile = \$200.00

Contract Services, Media campaign design and implementation = \$5,000.00

Goods or other expenses = (Event flyers = \$462; Educational brochures = \$304.90 ; school banners = \$700.00; and, bicycle helmets to be used as part of the bicycle safety events 220 helmets @\$9.95 each = \$2,189.00) = \$3,655.90

Indirect – default rate of 10% of direct expenses, \$13,761.00 X 10% = \$1,376.10

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

## 4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly progress reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. Upon approval by WTSC, the final report may be submitted in lieu of the fourth quarter report, if the report thoroughly covers the entirety of all grant activities conducted during the course of the fourth quarter and the entire grant period. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

#### **5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

#### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

#### **7. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

#### **8. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

#### **9. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

#### **10. BILLING PROCEDURE**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall

be submitted using a standard Form A-19 provided by WTSC, its pre-approved equivalent, or through the WTSC automated electronic system, as determined by the WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, must be received by WTSC no later than August 10, 2020. All invoices for goods received or services performed between July 1, 2020, and September 30, 2020, must be received by WTSC no later than November 15, 2020. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

#### **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

#### **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

#### **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement.

The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

#### **14. DISPUTES**

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

#### **15. GOVERNANCE**

15.1. 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.

15.2. 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:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference.

## **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

## **18. 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.

## **19. INSURANCE COVERAGE**

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **21. RECORDS MAINTENANCE**

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, 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. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. 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 them 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.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996

(HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB- RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **24. 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 completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **25. 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.

## **26. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security

policies and applicable regulations.

## **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **30. TREATMENT OF ASSETS**

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC

upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

### **31. 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.

### **APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):**

### **32. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **33. DEBARMENT AND SUSPENSION Instructions for Lower Tier Certification**

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.



33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

#### **34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug

violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **36. FEDERAL LOBBYING**

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including sub-contracts, sub-

grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

### **38. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### **39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

### **40. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body.

Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**41. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

| <b>The Contact for the SUB-RECIPIENT is:</b>                   | <b>The Contact for WTSC is:</b>                    |
|--|--|
| Nancy Walters<br>nwalters@co.walla-walla.wa.us<br>509-524-4425 | Scott Waller swaller@wtsc.wa.gov 360-725-9885 ext. |

**42. AUTHORITY TO SIGN**

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**WALLA WALLA COUNTY COMMUNITY HEALTH**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**WASHINGTON TRAFFIC SAFETY COMMISSION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

10:00

COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice  
Acting Director

a) **Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Proposed Amendment to Title 15, Chapter 15.04, Walla Walla County Code, Amending the permit fees for the purpose of recovering some portion of the processing cost of building permit application reviews, and setting a date for a public hearing to consider the proposed amendment
  
- 2) Resolution \_\_\_\_\_ - Approving a solid waste management local solid waste financial assistance agreement between the State of Washington and the Walla Walla County Department of Community Health (Agreement No. SWMLSWFA-2019-WWCCHD-0032)
  
- 3) Department update and miscellaneous

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

IN THE MATTER OF SETTING OF A PROPOSED AMENDMENT TO TITLE 15, CHAPTER 15.04, WALLA WALLA COUNTY CODE, AMENDING THE PERMIT FEES FOR THE PURPOSE OF RECOVERING SOME PORTION OF THE PROCESSING COST OF BUILDING PERMIT APPLICATION REVIEWS, AND SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE PROPOSED AMENDMENT



RESOLUTION NO.

**WHEREAS**, the Community Development Department Director is responsible for the administration of Walla Walla County Code (WWCC) Title 15, Buildings and Construction, pursuant to WWCC 14.03.010; and

**WHEREAS**, RCW 36.32.120 authorizes the Board of County Commissioners to establish a fee schedule to recover some portion of the cost of processing permit applications; and

**WHEREAS**, the fees for permits required by the Walla Walla County building code (Title 15) are prescribed in Tables 9-A through 9-B, pursuant to WWCC 15.04.050; and

**WHEREAS**, the County's Building Official/Fire Marshal left County employment in May 2019 and the County is actively trying to fill this open position; and

**WHEREAS**, the County entered into an agreement with Northwest Code Professionals for building and fire plan review and construction inspection services in July 2019 and certain permit applications require structural engineering review which costs the County more than the current plan review fees; and

**WHEREAS**, the Board of County Commissioners conducted a workshop regarding proposed changes to Walla Walla County Code Title 15, Chapter 15.04 (Table 9-B), on September 23, 2019, to modify the permit fee schedule to require project applicants to pay the actual cost for plan reviews; and

**WHEREAS**, it is necessary to hold a public hearing to consider the proposed changes; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that pursuant to Walla Walla County Code, a public hearing to receive testimony from the public regarding this proposal and to consider the proposal, shall be set for November 4, 2019 at 10:00 a.m.

**BE IT FURTHER RESOLVED** that required notice of said hearing shall be issued by the Walla Walla County Community Development Department.

*Passed this 7<sup>th</sup> day of **October, 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*



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

IN THE MATTER APPROVING A  
SOLID WASTE MANAGEMENT  
LOCAL SOLID WASTE FINANCIAL  
ASSISTANCE AGREEMENT  
BETWEEN THE STATE OF  
WASHINGTON DEPARTMENT OF  
ECOLOGY AND THE WALLA  
WALLA COUNTY DEPARTMENT  
OF COMMUNITY HEALTH  
(AGREEMENT NO. SWMLSWFA-  
2019-WWCCHD-0032)



**RESOLUTION NO. 19**

**WHEREAS**, the Washington State Department of Ecology has proposed Agreement No. SWMLSWFA-2019-WWCCHD-0032 with the Walla Walla County Department of Community Health to enforce solid waste codes and monitor solid waste facilities for compliance in accordance with RCW 70.95; and

**WHEREAS**, the Walla Walla County Department of Community Health is the designated public health agency for Walla Walla County and, under a 2019 Memorandum of Understanding, the Walla Walla County Community Development Department has been designated the fiscal and operating agent for this agreement, and the Code Enforcement agencies of the City of Walla Walla and the City of College Place have also been designated as operating agencies eligible to receive Ecology solid waste enforcement (SWE) funds; and

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

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

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said agreement, and authorize Commissioner Gregory A. Tompkins, to sign the same.

*Passed this 7<sup>th</sup> day of **October, 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*

10:15

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

- a) **Public Hearing:**
  - 1) To consider Annual Construction Program for 2020
  
- b) **Action Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Adopting the Annual Construction Program for 2020
  
- c) Department update and miscellaneous

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

IN THE MATTER OF ADOPTING  
THE ANNUAL CONSTRUCTION  
PROGRAM FOR 2020



**RESOLUTION NO. 19**

**WHEREAS**, a hearing to considered adopting the Walla Walla County Annual Construction Program for 2020 was held at 10:15 AM on October 7, 2019 at the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington, now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the attached Walla Walla County Annual Construction Program for 2020 including equipment purchases be adopted.

*Passed this 7<sup>th</sup> day of **October, 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*

## ER&R EQUIPMENT PURCHASES 2020

| <i>Equipment</i>                           | <i>Cost</i>            |
|--|------------------------|
| Pickup (PW Office)                         | 35,000                 |
| Pup Trailer (2)                            | 120,000                |
| Dump Truck (2)                             | 490,000                |
| Service Truck (Shop)                       | 125,000                |
| Utility Patrol Vehicle (3) – Sheriff Dept. | 168,000                |
| I.T. Equipment (PW)                        | 115,000                |
|  | <b>Total</b> 1,053,000 |

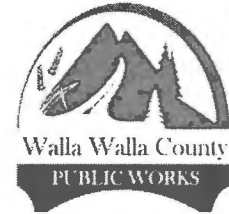
Walla Walla County  
2020  
**Annual Construction Program**  
WAC 136-16

(A) TOTAL CONSTRUCTION DONE (total sum of column 13 + column 14): \$6,484,000.00  
 (B) COMPUTED COUNTY FORCES LIMIT: \$1,275,672.50  
 (C) TOTAL COUNTY FORCES CONSTRUCTION (total sum of column 14): \$630,000.00

Date of Environmental Assessment:  
Date of Final Adoption:  
Ordinance/Resolution Number:

| (1)                     | (2)                          | (3)                                      | (4)    |   |      |      | (5)                 | (6)               | (7)                      | (8)              | (9)               | (10)               | (11)             | (12)                  | (13)                           | (14)        | (15)                  |
|-------------------------|------------------------------|--|--------|---|------|------|---------------------|-------------------|--------------------------|------------------|-------------------|--------------------|------------------|-----------------------|--------------------------------|-------------|-----------------------|
| Annual Program Item No. | 6 Year Road Program Item No. | Project Name                             | Road # | Road Segment Information                                    |      |      | Project Length(mi.) | Project Type Code | Environmental Assessment | Sources of Funds |                   |                    | PE & CE (595.10) | Right of Way (595.20) | Estimated Expenditures Dollars |             | Grand Total (All 595) |
|                         |                              |  |        | Road Name   | BMP  | EMP  |                     |                   |                          | FFC              | County Road Funds | Other Funds Amount |                  |                       | Program Source                 | Contract    |                       |
| 1                       | 1                            | Mill Creek Road MP 1.10 To MP 3.96       | 97330  | Road Name: Mill Creek Road<br>From: 1.10<br>To: 3.96        | 1.10 | 3.96 | 07                  | 2.86              | RC                       | I                | \$1,025,939       | \$846,131.00       | STP(R)           | \$20,000              | \$100,000                      | \$3,454,000 | \$3,574,000           |
|                         |                              |  |        |   |      |      |                     |                   |                          |                  | \$1,701,930.00    |                    | RAP              |                       |                                |             |                       |
| 2                       | 2                            | Middle Waitsburg Road MP 6.10 To MP 7.92 | 90230  | Road Name: Middle Waitsburg Road<br>From: 6.10<br>To: 7.92  | 6.10 | 7.92 | 08                  | 1.82              | RC                       | I                | \$1,360,000       | \$1,070,000.00     | HSP              | \$10,000              | \$20,000                       | \$2,400,000 | \$2,430,000           |
| 3                       | 3                            | Flood Repair CRP 17-03                   | 76200  | Road Name: Mud Creek Road<br>From: 0.15<br>To: 0.75         | 0.15 | 0.75 | 09                  | 0.60              | RC<br>DR                 | I                |                   | \$550,000.00       | FEMA             |                       |                                | \$550,000   | \$550,000             |
|                         |                              |  | 76830  | Road Name: South Fork Copper Road<br>From: 0.99<br>To: 0.99 | 0.99 | 0.99 | 09                  |                   |                          |                  |                   |                    |                  |                       |                                |             |                       |
|                         |                              |  | 92440  | Road Name: Wallula Avenue<br>From: 0.08<br>To: 0.08         | 0.08 | 0.08 | 07                  |                   |                          |                  |                   |                    |                  |                       |                                |             |                       |
| 4                       | 4                            | Byrnes Road MP 1.78 To MP 1.95           | 17080  | Road Name: Byrnes Road<br>From: 1.78<br>To: 1.95            | 1.78 | 1.95 | 08                  | 0.17              | RC                       | I                |                   | \$80,000.00        | FEMA             |                       |                                | \$80,000    | \$80,000              |
| 5                       | 5                            | Pepper Bridge Road MP 0.36 To MP 1.61    | 50130  | Road Name: Pepper Bridge Road<br>From: 0.35<br>To: 1.60     | 0.36 | 1.61 | 07                  | 1.25              | RC                       | I                | \$110,000         | \$10,000.00        | STP(R)           | \$20,000              | \$100,000                      |             | \$120,000             |
| 6                       | 6                            | Wallula Avenue MP 2.00 To MP 2.20        | 92440  | Road Name: Wallula Avenue<br>From: 2.00<br>To: 2.20         | 2.00 | 2.20 | 16                  | 0.20              | RC                       | I                | \$20,000          | \$0.00             | STP(R)           | \$20,000              |                                |             | \$20,000              |
| 7                       | 7                            | Lower Waitsburg MP 4.23 to MP 6.25       | 96100  | Road Name: Lower Waitsburg Road<br>From: 4.23<br>To: 6.25   | 4.23 | 6.25 | 07                  | 2.02              | RC                       | I                | \$5,000           | \$50,000.00        | RAP              | \$55,000              |                                |             | \$55,000              |
| 8                       | 8                            | Scenic Loop Road MP 2.00 To MP 4.17      | 97200  | Road Name: Scenic Loop Road<br>From: 2.00<br>To: 4.17       | 2.00 | 4.17 | 08                  | 2.17              | RC                       | I                | \$10,000          |                    |                  | \$10,000              |                                |             | \$10,000              |
| 9                       | 9                            | Barney Dr. MP 0.00 To MP 0.75            | 15800  | Road Name: Barney Drive<br>From: 0.00<br>To: 0.75           | 0.00 | 0.75 | 17                  | 0.75              | RC<br>Br                 | I                | \$25,000          |                    |                  | \$25,000              |                                |             | \$25,000              |
|                         |                              |  |        |   |      |      |                     |                   |                          | \$2,555,939      | \$4,308,061       |                    | \$160,000        | \$220,000             | \$5,854,000                    | \$630,000   | \$6,864,000           |

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



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 2 October 2019

Re: Director's Report for the Week of 30 September 2019

**Board Action: 7 October 2019**

**Hearings:**

**In the Matter of the Annual Construction Program for 2020**

**Resolutions:**

**In the Matter of Adopting the Annual Construction Program for 2020**

**ENGINEERING:**

- Blue Creek Bridge/Mill Creek FH: Deck has been poured on Mill Creek Bridge; barrier will be poured this week. Working on drainage and embankment on both projects. Plan to pave in mid-October and have both bridges open to traffic by end of October.
- Whitman Dr. W.: Final remaining work is concrete repair on the edge of the pathway.
- Port Kelly Road & Dodd Road Railroad Crossings: Contractor is scheduled to perform the work this week.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Consultant has prepared project funding estimate and it's under review.
- Peppers Bridge Rd: Survey is complete. Will begin design work this fall.

**MAINTENANCE/FLEET MANAGEMENT:**

- South Crew – Working on Mill Creek Channel Maintenance and crack seal for 2020.
- North Crew – Routine fall maintenance.
- Vegetation/Signs – Routine sign maintenance.
- Garage – Preparing equipment for winter.
- Snow sand being delivered as preparation for winter.
- Miscellaneous – Working on 2020 Business Plan.

**ADMINISTRATION:**

- Attended Meet and Greet with Commissioners.
- Attended a meeting with the Salmon Recovery Board to discuss future Mill Creek channel fish passage projects.
- Conducted monthly Foremen's meeting.
- Attended Rural Arterial Program (RAP) meeting in Columbia County.
- Maintenance Tech I out to ad and will close 18 October.
- Mechanic I/II interviews are scheduled for next Wednesday.
- Assistant Foreman (South District) internal interviews are scheduled for next Thursday.

**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))

- 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) Proposal 2019 10-07 HR/RM  
Approval of Memorandum of Agreement – Health and Welfare change for Corrections Union Group
  - 2) New position approval form –  
Judicial Support Associate, Lead C for District Court
- d) 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

**COUNTY COMMISSIONERS**

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

***Please note: Budget meetings begin at 11:15 a.m.***

**- 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.*