

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, APRIL 27, 2020

Pursuant to the Governor's proclamation dated March 23, 2020 the Commissioner Meeting will be held via phone and internet. Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwcocommissioners@co.walla-walla.wa.us

Call in 1-408-418-9388 access code: 969 927 726

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m81d3f53ae18b29748903f6cbf2d73467>

The agenda will include only necessary action items until further notice.

PLEASE NOTE: ALL TIMES ARE TENTATIVE AND AT THE DISCRETION OF THE CHAIRMAN WITH THE EXCEPTION OF ADVERTISED BID OPENINGS AND PUBLIC HEARINGS.

10:00 COUNTY COMMISSIONERS Chairman Tompkins

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

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

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

- e) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review warrant list
 - 3) Review travel warrant list
- f) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' proceedings for April 20 and 21, 2020
 - 2) Resolution _____ - Proclaiming May, 2020 as National Building Safety Month
 - 3) Resolution _____ - Setting the salaries for certain County Elected Officials for the years 2023 and 2024
 - 4) Payroll action and other forms requiring Board approval

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
PROCLAIMING MAY, 2020, AS
BUILDING SAFETY MONTH



RESOLUTION NO. 20

WHEREAS, Walla Walla County recognizes that the Community Development Department is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens; and

WHEREAS, it is recognized that Building Safety Month is to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring May, 2020 as Building Safety Month in Walla Walla County.

*Passed this 27th day of **April, 2020** 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

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

PROCLAMATION

WHEREAS, the Walla Walla County Board of Commissioners and County Community Development Department are committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

WHEREAS, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings; and

WHEREAS, these guardians develop and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, and play; and

WHEREAS, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; and

WHEREAS, Building Safety Month is to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings; and

WHEREAS, "Safer Building, Safer Communities, Safer World." the theme for Building Safety Month 2020, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses; and

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property; now therefore

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

MAY, 2020, as BUILDING SAFETY MONTH

in Walla Walla County and encourage all citizens of the county to observe this week appropriately.

Dated this 27th day of April, 2020, at Walla Walla County, Washington.

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

Gregory A. Tompkins, Chairman

Attest:

James K. Johnson, Commissioner

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Commissioner

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**IN THE MATTER OF SETTING
THE SALARIES FOR CERTAIN
COUNTY ELECTED
OFFICIALS FOR THE YEARS
2023 AND 2024**



RESOLUTION NO. 20

WHEREAS, pursuant to RCW 36.17, the Board of Walla Walla County Commissioners, as the county legislative authority, establishes the salaries of certain county elected officials (assessor, auditor, clerk, commissioners, coroner, prosecuting attorney, sheriff, treasurer, and part-time district court judge); and

WHEREAS, in 2008 the Legislature amended RCW 36.17.020 to increase the amounts of the State's contribution to the salary of the elected prosecuting attorney and provided that the county shall continue to contribute toward said salary; however, for salary setting purposes, this matter has been and will be addressed separately now and in the future, in that the prosecuting attorney's salary is based upon a percentage of the salary set for superior court judges as established by the Washington Citizens' Commission on Salaries for Elected Officials, which commission meets only in odd numbered years and will next meet in 2021 to adopt a 2021-2023 salary schedule; and

WHEREAS, pursuant to Walla Walla County Resolutions 08 152, 10 132, 12 133, 13 133 and 13 138, 14 108, 16 133 and 18 056, salaries for those elected officials whose salaries are established by the Board of County Commissioners, as the county legislative authority, were set; and

WHEREAS, during an open, public meeting of the Board on April 20, 2020, the matter was discussed and a consensus was reached that the salary increase for the aforementioned County elected officials shall be 2.75% for years 2023 and 2024; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the salaries for years 2023 and 2024 for those elected officials whose compensation is set by the Board of County Commissioners shall be as outlined on the attached Exhibit A, which by this reference is made a part hereof.

BE IT FURTHER RESOLVED that the County's share of the salary of the Walla Walla County Prosecuting Attorney shall be increased consistent with the increase for other elected officials for the years 2021, 2022, 2023, and 2024 with the State to reimburse the County for the State's share according to RCW 36.17.020 as amended by Substitute Senate Bill (SSB) 6297 (Chapter 309, Laws of 2008), and that the salary for the Prosecuting Attorney for period subsequent to August 31, 2020 shall be set by separate resolution.

BE IT FURTHER RESOLVED that the Board reserves unto itself the right to change salaries if in its sole discretion it deems that changes are necessary, pursuant to and in compliance with the State Constitution.

*“Passed this **27th day of April, 2020** 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

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

DRAFT

EXHIBIT A

Salary setting information for years 2023 and 2024
for certain Walla Walla County elected officials

	2021 2.9% increase	2022 2.9% increase	2023 2.75% increase	2024 2.75% increase
Assessor	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00
Auditor	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00
Clerk	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00
Commissioner - District No. 1	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00
Commissioner - District No. 2	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00
Commissioner - District No. 3	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00
Coroner	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00
District Court Judge - part-time	This figure shall be twenty-five percent (25%) of the District Court judge's salary.			
Prosecuting Attorney	This figure is set by separate resolution.			
Sheriff	\$111,450.00	\$114,682.00	\$117,836.00	\$121,076.00
Treasurer	\$83,747.00	\$86,176.00	\$88,546.00	\$90,981.00

COUNTY COMMISSIONERS (continued)

g) Action Agenda Items:

- 1) County vouchers/warrants/electronic payments as follows: 4218943 through 4219125 totaling \$790,943.13, 4219126 totaling \$554.85 (travel)
- h) Miscellaneous business to come before the Board**
- i) Review reports and correspondence; hear committee and meeting reports**
- j) Review of constituent concerns/possible updates re: past concerns**

10:15

DEPARTMENT OF COMMUNITY HEALTH

Meghan DeBolt

a) **Action Agenda Items:**

- 1) Proposal 2020 04-27 DCH
Approval for temporary
positions related to COVID-19
response support

b) COVID-19 update and miscellaneous



MEMO

Date: 4-27-20

Proposal ID: 2020 04-27 DCH

To: BOCC

From: Meghan M. DeBolt, MPH/MBA, Director

Intent – Gain BOCC Approval for Temporary Positions

Topic – COVID-19 (Coronavirus) Response Support

Summary-

The DCH is responsible for Foundational Public Health Services, including communicable disease and emergency preparedness capabilities, for all of Walla Walla County, including the incorporated Cities. With the ongoing spread of COVID-19 in Walla Walla County the DCH needs to increase our capacity to respond to a local outbreak.

In addition to the two full time, temporary FTE Community Health Nurse positions. We are requesting to move forward with filling our already budgeted Disease Investigator/Epidemiologist position. In addition, we need to create a full time Emergency Preparedness Coordinator (right now we have a part time position) and a full time Communications position (this could be used for the whole county once the outbreak is over).

To review:

- Temporary Positions: Range 6A to 6C - \$24.76/hour to \$27.30/hour
 - Nurses – 2.0 FTE – 1.0 is filled, will post the position again and move to fill the other position ASAP.
 - Communications Coordinator – 1.0 – through December 2020, as our response and communication support will be ongoing.
 - Cost in 2020: \$51,500 (May -Dec)
- Permanent Positions:
 - Disease Investigator/Epidemiologist – 1.0 - \$77,700 (S/B)
 - Cost in 2020: \$51,500
 - Emergency Preparedness Coordinator – addition of .5 FTE to make 1.0 FTE – \$42,000; total FTE will be \$84,000 S/B (existing employee)
 - Cost in 2020: \$28,000

Temporary will be active only through the duration of the COVID-19 outbreak and activation of our public health Emergency Operations Center.

Cost

Unbudgeted cost: \$192,750

- Nurses – \$109,250
- Communications – \$55,500
- Preparedness – \$28,000

Budgeted Costs – \$51,500

Total: \$244,250

Funding

DCH will use our local Foundational Public Health Services Funding. Also, the legislature is working to approve \$100M for state and local COVID-19 response. We will likely be able to have reimbursement for a portion of our response.

Alternatives Considered – N/A

Acquisition Method – N/A

Security– N/A

Access– N/A

Risk– N/A

Benefits – Increase the response and monitoring of the COVID-19 outbreak.

Conclusion/Recommendation - It is recommended that the BOCC approve the above listed temporary positions to respond to the COVID-19 outbreak as requested by the DCH.

Submitted By			Disposition
Meghan DeBolt	DCH		<input type="checkbox"/> Approved
<hr/>			<input type="checkbox"/> Approved with modifications
Name	Department	Date	<input type="checkbox"/> Needs follow up information
<hr/>			<input type="checkbox"/> Denied
Name	Department	Date	
<hr/>			<hr/>
			BOCC Chairman
			Date

Additional Requirements to Proposal

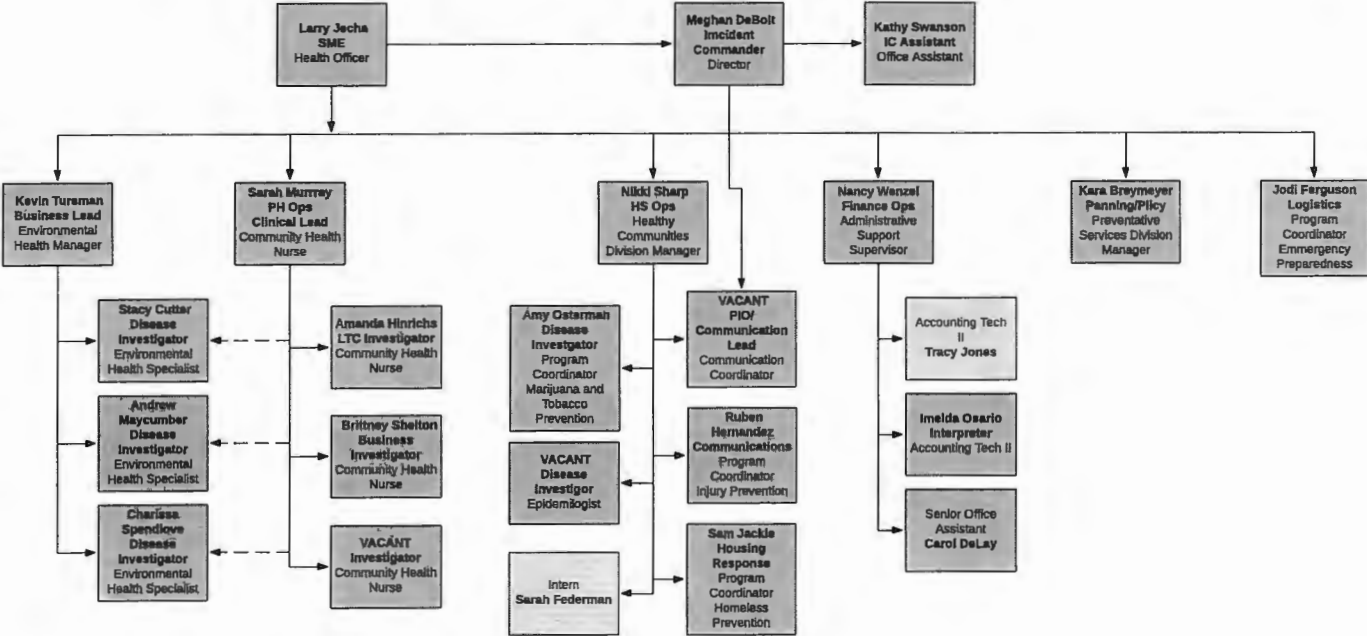
Modification

Follow Up

Walla Walla County
 Department of Community Health
 COVID-19 Incident Command
 DRAFT

Incident Command
 involvement
 Indirect Direct
 Updated 4/20/2020

Walla Walla County
 Board of Health



10:30

TECHNOLOGY SERVICES DEPARTMENT

Chad Goodhue

a) **Action Agenda Items:**

- 1) Proposal 2020 04-27 TSD
Approval to purchase additional
storage for backup and recovery

b) Department update and miscellaneous



MEMO

Date: April 27th, 2020

Proposal ID. 2020-04-27 TSD-1

To: Board of County Commissioners

From: Chad Goodhue

Intent – Seeking formal BOCC approval to purchase.

Topic – Backup and Recovery

Summary – In the spring of 2019 the approved Proposal ID.20190513 TSD-1 to replace the old backup system with a new hardware and software solution. The software was Veeam Enterprise Backup and the hardware solution was a pair of Exagrid storage appliances.

Since that purchase the Tech Services department has seen an unprecedented growth in both our file services and in our backup storage. Our current hardware and software solution for backups are almost at 100% and without additional storage capacity and licensing we will be unable to backup the County's digital resources to reasonably protect against ransomware or catastrophic hardware failure.

Total Cost – Total cost - \$52,620.75. This price includes the 1st year of maintenance 2 appliances that will attach to our current hardware and upgraded Veeam licenses.

Funding –

Alternatives Considered – If we do not provide additional storage we will have to start cutting what we currently backup which will put the County in jeopardy if the County suffers catastrophic hardware failure or we are the victim of ransomware.

Acquisition Method – A quote has been provided by the original reseller, Compunet, to provide both the Exagrid hardware and the Veeam Software license upgrade.

Security/Risk – The only insurance the County has for its critical data against catastrophic hardware failure and/or a significant data breach are our backups.

Benefits – A direct benefit of adding additional storage to our backups will allow Tech Services to start "hardening" our backups by making them "immutable," a process that prevents a backup from being deleted or tampered with. With the current limitations on space we are unable to create or maintain immutable backups.

Conclusion/Recommendation – My recommendation to the Board of County Commissioners is to move forward with the purchase of the additional storage. Based upon the growth rates that we have seen since this hardware was originally put into place, we believe that it will meet our needs for the next 5 years based on our current environment.

Submitted By			Disposition
Chad Goodhue	TSD	4-27-2020	<input type="checkbox"/> Approved
<hr/>			
Name	Department	Date	<input type="checkbox"/> Approved with modifications
<hr/>			<input type="checkbox"/> Needs follow up information
Signature			<input type="checkbox"/> Denied
			<hr/>
			BOCC Chairman
			Date

Additional Requirements to Proposal

- Modification
- Follow Up



Exagrid and Veeam Expansion

Remit to:
CompuNet, Inc.
PO Box 35143
Seattle WA 98124-5143

Bill To:

Walla Walla County
315 W Main St
Ste 101
Walla Walla, WA 99362

Ship To:

Walla Walla County
315 W Main St
Ste 101
Walla Walla, WA 99362

Quote Information:

Quote #: MJS136094
Version: 1
Delivery Date: 04/23/2020
Expiration Date: 02/14/2020

Prepared by:

Marilynne Schott
208-562-4727
mschott@compunet.biz

Prepared for:

Chad Goodhue
(509) 524-2590
cgoodhue@co.walla-walla.wa.us

Hardware

Description	List Price	Price	Qty	Ext. Price
EX21000E-SEC Disk Capacity: Raw: 60 TB, Useable: 42 TB. 21 TB Full Backup. Disks are encrypted.	\$45,970.00	\$21,562.50	1	\$21,562.50
EX10000E-SEC Disk Capacity: Raw: 32 TB, Useable: 20 TB. 10 TB Full Backup. Disks are encrypted.	\$29,950.00	\$14,062.50	1	\$14,062.50
EX2-10S-2PA 10 Gigabit Ethernet Dual Port SFP+ Optical Option for all ExaGrid models. Includes two qualified SFP+ short-range modules	\$2,700.00	\$1,215.00	2	\$2,430.00
Subtotal:				\$38,055.00

Support (1 Year)

Description	List Price	Price	Qty	Ext. Price
EX-1YR-MS-S One year 5 x 8 Customer Support and product Maintenance	\$12,198.00	\$5,708.25	1	\$5,708.25
Subtotal:				\$5,708.25

Veeam Licenses/Support

Description	List Price	Price	Qty	Ext. Price
V-VASENT-VS-P0000-U2 Veeam Availability Suite Enterprise Upgrade from Veeam Backup & Replication Enterprise including Veeam ONE	\$345.00	\$336.59	10	\$3,365.90
V-ONE000-VS-P0PMR-00 Monthly Production (24/7) Maintenance Renewal (includes 24/7 uplift)- Veeam ONE	\$23.29	\$22.81	30	\$684.30

Veam Licenses/Support

		UNIT PRICE	AMOUNT	QUANTITY	TOTAL
V-ONE000-VS-P024Y-00	24/7 maintenance uplift, Veeam ONE \0096 ONE year	\$51.75	\$50.68	10	\$506.80
				Subtotal:	\$557.48

Shipping

		UNIT PRICE	AMOUNT	QUANTITY	TOTAL
Shipping	Ground Shipping To Be Determined, Billed As Actual	\$0.00	\$0.00	1	\$0.00

Quote Summary

Hardware	\$38,055.00
Support (1 Year)	\$5,708.25
Veam Licenses/Support	\$4,557.00
	Subtotal:
	Estimated Tax:
	Total:

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

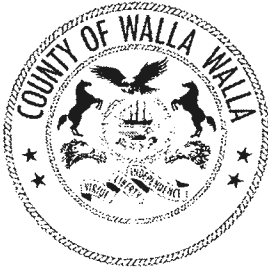
Walla Walla County

Signature: _____

Printed Name: _____

Date: _____

PO Number: _____



WALLA WALLA COUNTY
Technology Services Department

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362
(509) 524-2590
cgoodhue@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

April 27th, 2020

To: **Walla Walla County Board of Commissioners**

Re: Technology Services Update

Issues/Information for the Board.

- Proposal 2020-04-27 TSD 1 – Exagrid Backup Storage
 - We are currently at 98% capacity and without adding additional storage we will have to start “pruning” what we backup and do not backup
- 18 new Microsoft Surfaces have been purchase and we are working on deployment of the new devices.
 - 2 to Commissioners Office
 - 11 to the Prosecutors Office
- New HP Laptops will be arriving on the 28th
- The “Primary” server for the camera system at the JJC is now starting to fail with frequent shutdowns. We are planning to replace it with the same style workstation that we used on the backup server.
- We have met twice with OnBase vendor ImageSoft. The first meeting was to get an idea of the workflow in District Court, the second was to demo the benefits of OnBase in the DC office and compare workflows. District Court has over 300,000 scanned records with multiple pages per record
- The Cisco Capital contract has been finalized and I am now working with Compunet on delivery schedules and timelines for deployment
- County Cisco phone server software has been upgraded successfully
- Working with Community Health on a Policy/Procedure for storing Youtube Public Service Announcements

Components (Main infrastructure)

Hardware

- Power Issues
 - Tech Services is working with Synchronous Technologies to Clean up and deploy the new power units.
 - *This is on hold until the “stay home – stay safe” measure has been lifted*

Other Projects

- OnBase

- **Budget & Inventory**
- **Contracts**
- **Inventory**
 - Finished the validating the physical asset inventory from the Auditor's office
- **Public Record Requests Last 2 Weeks**
 - 5 = Requests received
 - 0 = Forwarded to departments
 - 1 = Completed
 - 0 = Pending review
 - 0 = Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 4 = Open
 - YTD = 27

Some of these are waiting for legal review or guidance, or response by other departments
- **Service Desk Issues Last 2 Weeks**
 - 142 = Requests received
 - 17 = Open
 - 125 = Closed

Definitions

DMS – Document Management System (OnBase)

OCIO = Office of the Chief Information Officer

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

JLARC=Joint Legislative Audit and Review Committee

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

API = Application Program Interface

CJIS = Criminal Justice System Information Systems

PRO=Public Records Officer

NDA=Non-disclosure agreement

EOL=End of Life

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

ADA=Americans with Disabilities Act

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

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

10:45

COUNTY SHERIFF

Mark Crider

a) **Action Agenda Items:**

- 1) Proposal 2020 04-27 SO
Approval to apply for the Coronavirus
Emergency Supplemental Funding
Program to pay for purchasing personal
protective equipment (PPE), hiring costs,
training and travel expense related to
coronavirus

b) Department update and miscellaneous



WALLA WALLA COUNTY SHERIFF'S OFFICE

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

Sheriff's Office	(509) 524 - 5400
Fax	(509) 524 - 5480
Dispatch	(509) 527 - 3265
Burbank Dispatch	(509) 545 - 8441
Toll Free	(866) 527 - 3268
Email:	sheriff@co.walla-walla.wa.us

Mark A. Crider
Sheriff

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

Date: 4/8/20

Proposal ID. 2020 04-27 SO

To: BOCC

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

Intent — Decision

Topic — Approval to apply for the Coronavirus Emergency Supplemental Funding Program to pay for purchasing personal protective equipment (PPE), hiring costs, training and travel expense related to the coronavirus.

Summary

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses, and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Cost

Unknown total costs to be applied for at this time as supplies are still being purchased, hiring ongoing and possible upcoming training.

Funding

Funding for these items will result from a successful application for the Coronavirus Emergency Supplemental Funding Program.

Alternatives Considered NA

Acquisition Method Purchases and hiring practices through normal channels.

Security NA

Access NA

Benefits Improvement to availability of PPE, training on how to respond and maintaining a full staff, all of which will in turn improve customer service to citizens and increase morale in employees.

Conclusion/Recommendation This grant will be an aid to our county in a time of heightened need. I recommend approval of the request to apply for the grant.

Submitted By

Ron Varner, Sheriff's Office 04-08-20

Name Agency Date

Disposition

Approved

Approved with modifications

Needs follow up information

Denied

Additional Requirements to Proposal

Modification

Follow up



Grant Questionnaire

Date: April 8, 2020

To: BOCC

From: Ron Varner

Intent-Decision re applying for grant

Topic-Coronavirus Emergency Supplemental Funding Program

1. Name of Grant/Program: Coronavirus Emergency Supplemental Funding Program
2. New Grant Renewing Grant Term (# of years)
3. Is the grant unchanged and does not require Current Expense funding?
Yes No (If YES, please skip to number 24)
4. How will this grant benefit the county's citizens? *This grant provides additional funding to pay for any actions or equipment that is used for to prevent, prepare for and respond to the coronavirus. This will benefit Walla Walla County citizens by creating a more prepared law enforcement agency who can address the needs of the citizens during this time of threat.*
5. Is this a program grant or an equipment grant? *Time & equipment grant.*
6. Is this a "one-time only grant" or is it renewable ? If renewable, how long is the grant anticipated to last?
7. If this is a new grant, how will the grant support a current program or how will the program change? *The need for more personal protective equipment (PPE) has grown since the outbreak of COVID-19. There is a potential for training and a need to hire immediately to fill out the personnel within the agency to full staff. The funds will allow us to buy the PPE necessary, get needed training and accelerate our hiring process to fill vacancies.*
8. Does this grant require up front funds? Yes No If YES, 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?
New 0 Current 0
10. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? NA
11. Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc.? Yes No If YES, what type?
12. Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Yes No
13. What fund would support a cash match (if required)? NA
14. If required, what is the **TOTAL** cost of the match over the life of the grant?
NA
15. What fund would support the administration of the grant? *Current expenses for the Sheriff's Office*
16. Will the grant allow for the County cost allocation plan to be funded?
Yes No
17. Would the grant require the county to provide office space and/or additional equipment to administer the program? Yes No If YES, what are the requirements?
18. Would the program require use of a county vehicle or personal vehicle?
Yes No If YES, would the grant provide for the cost of the automobile and/or liability insurance?
Yes No
19. Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers, etc.) Yes No If YES, what services would be required?
20. Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Yes No If YES, what obligations are necessary?
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, pay for meeting space, etc.?) Yes No
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? Yes No If YES, what is the funding source for consultant fees?

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. *NA*

24. Please attach to this proposal a synopsis of the grant or a copy of the fact sheet.

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

26. **Conclusion/Recommendation**

This grant money will be an aid to our county in a time of heightened need. I recommend that you approve applying for this grant.

Submitted by			Disposition
<u>Ron M. Varner, WWSO, April 8, 2020</u>			<input type="checkbox"/> Approved
Name	Department	Date	<input type="checkbox"/> Approved with modifications
			<input type="checkbox"/> Needs follow up information
<hr/>			<input type="checkbox"/> Denied
Name	Department	Date	
			<hr/>
			BOCC Chairman
			Date <hr/>

Additional Requirements to Proposal

Modification

Follow up

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

FY 2020 Coronavirus Emergency Supplemental Funding Program

Opportunity ID

BJA-2020-18553

Solicitation Status

Open

Fiscal Year

2020

Closing Date

May 29, 2020

Posting Date

March 30, 2020

Solicitation Type

Formula

Download

PDF, 339.58 KB

Description

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses, and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

a) Consent Agenda Items:

- 1) Resolution _____ - Approval of Walla Walla County Corrections Department Criminal Justice Treatment Account Plan (CJTA) for FY July 1, 2019 – June 30, 2020
- 2) Resolution _____ - Approving Agreement with Serenity Point Counseling Services
- 3) Resolution _____ - Approving Agreement with Trilogy Recovery Community
- 5) Resolution _____ - Proclaiming May 3 - 9, 2020 as National Correctional Officers Week

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
WALLA WALLA COUNTY
CORRECTIONS DEPARTMENT
CRIMINAL JUSTICE TREATMENT
ACCOUNT (CJTA) LOCAL PLAN



RESOLUTION NO. 20

WHEREAS, the County receives Criminal Justice Treatment Account (CJTA) funding pursuant to RCW 71.24.580 from the Washington State Healthcare Authority to provide Substance Use Disorder Treatment at the Walla Walla County Jail; and

WHEREAS, RCW 71.24.580 mandates that the legislative authority of a county receiving CJTA funds establish a CJTA Panel comprised of the county alcohol and drug coordinator, county prosecutor, county sheriff, county superior court, a substance abuse treatment provider, a criminal defense attorney, and a representative of the drug court, and that the CJTA Panel develop, approve, and submit a Strategic Plan; and

WHEREAS, the County's duly appointed CJTA panel has approved and jointly submitted its Strategic Plan, to be approved and adopted by the county legislative authority, for disposition of CJTA funds within the County; and

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve the CJTA Panel's Strategic Plan and authorizes the Director of Corrections to submit that plan to the State Health Care Authority.

Passed this 27th day of April, 2020 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

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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



Norrie Gregoire, Director
Matt Stroe, Jail Commander
300 W. Alder St., Walla Walla, WA 99362

**DEPARTMENT OF COURT SERVICES
JUVENILE JUSTICE CENTER
WALLA WALLA COUNTY**

Norrie Gregoire, Juvenile Court Administrator
Jon Cassetto, Court Services Manager
Becky Renwick, Detention Manager
455 W. Rose St., Walla Walla, WA 99362

Walla Walla County Corrections Department

Criminal Justice Treatment Account Local Plan

**For FY July 1, 2019 – June 30, 2020
Per RCW 71.24.580**

Submitted to: Tony Walton

**Submitted by: Walla Walla County CJTA Panel
455 West Rose St./PO Box 1754
Walla Walla, WA 99362
509-524-2822 ngregoire@co.walla-walla.wa.us**

Introduction: The Walla Walla County Corrections Department is comprised of two divisions: Adult and Juvenile. The Juvenile Division is known as the Juvenile Justice Center/Department of Court Services. JJC/DCS includes a juvenile detention center, probation and diversion, Child Advocates, GAL coordination, work crew, case management, evidence-based programming, pre-disposition investigation, Family Treatment Court, Juvenile Therapeutic Court, and Adult Recovery Court (ARC). ARC is a pre-adjudication adult drug court that follows the national model screening in only Substance Use Disorder (SUD) defendants who are high risk/high needs based upon the Ohio Risk Assessment System (ORAS).

The Adult Division includes the co-ed County Jail adult facility. The County Jail is a 38-year old facility with a 100-bed capacity with limited space for therapeutic programming. Most wards reside in 10 tanks, or living units, all located on the 2nd floor. Four (4) temporary holding cells are located on the west end of the building on the 1st floor between Booking and the Control Room. Two (2) dormitory units house kitchen trustees and work release wards located on the east end of the facility, also on the first floor. An open-air recreation yard is located on the roof above the 3rd floor.

Presently, the adult facility has an average daily population of more than 80 wards. Persons are held for Columbia County, State DOC, District and Superior Courts. On a typical day, 15-20% of the jail census is female. No ongoing, consistent SUD services have historically been provided at the adult jail facility until the County began receiving CJTA funds in October, 2018.

Since Walla Walla County began receiving Criminal Justice Treatment Account funding in the fall of 2018, SUD assessments, interim services, MAT, and recovery support services are now available to persons seeking recovery within the jail. The following plan is a requirement mandated by RCW 71.24.580, and has been vetted by the Walla Walla County CJTA Panel and approved by the County's legislative authority (Board of Commissioners).

CJTA Statement of Current Work

Onsite SUD Services Offered by Licensed Provider: The Walla Walla County Corrections Department has, through the development of a Memorandum of Agreement with Serenity Point Counseling, provisioned a Substance Use Disorder Professional (SUDP) onsite 10-15 hours per week at the adult jail facility. The SUDP provides onsite screenings, brief interventions, assessments, outpatient SUD treatment services, and evidenced-based practices and outpatient SUD for pretrial adult individuals charged with crimes housed at the jail. By providing SUD services onsite, individuals are screened, assessed, evaluated, and referred to the appropriate level of care quickly and when most amenable to change. The SUDP also facilitates group Intensive Outpatient Programming (IOP) in the Jail's two (2) Recovery Pods (one male, one female).

Medication Assisted Treatment (MAT): The Walla Walla County Corrections Department continues collaboration with local MAT providers (Blue Mountain Heart to Heart and Ideal Option) to facilitate continuity of MAT treatment for those already receiving MAT prior to arrest. Through these collaborations the County provides continuity of MAT for newly arrested and lodged adult defendants.

County Corrections contracted medical provider has the Suboxone waiver and, following a COWS assessment, inducts eligible new patients onto MAT. New MAT inductees held at the jail will continue to be screened for CJTA eligibility.

Inmates nearing release receive coordinated care from the Jail's RN, who provides outreach to MAT providers, ensuring the highest probability of a warm hand-off to community-based treatment providers.

As of this writing, CJTA funding has not been used to directly provision MAT in the jail; however, the County may seek to use some single digit percentage (less than \$5,000) annually for the purchase of Suboxone for CJTA eligible individuals in the facility.

Adult Recovery Court (ARC): The Department of Court Services (Juvenile Division of County Corrections) has used CJTA funds in support of Adult Recovery Court (ARC) for only a single ARC participant who could not secure Medicaid treatment funding. Currently, ARC is funded almost entirely by a behavioral health 1/10th sales tax. However, as more demand is placed upon this limited treatment tax fund, CJTA could more frequently be utilized to provide housing vouchers, childcare, and other allowed costs for ARC participants. Per RCW 2.30.40, CJTA State funds will not be used to supplant local funds for ARC; CJTA will only supplement local funds for this therapeutic court and not at amount greater than \$5,000. The County will match the \$5000 max with in-kind or 1/10th funding. **Per RCW 71.24.580, Walla Walla County's Adult Recovery Court allows and promotes Medication Assisted Treatment for participants deemed appropriate for MAT by their treatment provider. ARC does not mandate titration, alteration, nor discontinuation of any prescribed FDA approved medications to treat a Substance Use Disorder.**

Jail Recovery Pods (Special Innovative Project): The Recovery Pods are located within the County Corrections jail facility; currently, the Men's Recovery Pod is located in J Unit on the second floor while the Women's Recovery Pod is located on the first floor across from the Kitchen Trustee Unit. Serenity Point Counseling provides evidence based IOP in both Recovery Pods; Trilogy Recovery Community offers recovery support services in both Recovery Pods as well. The ongoing, consistent presence of

both TRC and Serenity Point has established a foundation of programming that **leverages other needed services**. This value-add occurs when other volunteer recovery support providers, vocational specialists, sexual assault survivor supports, and spiritual service providers now consistently offer their services and support inside the facility that values therapeutic programming. We estimate that 30 individuals will be served in fiscal year 2019-2020 by CJTA funds in the Jail Recovery Pods. A minimum of 30% of the CJTA funding allotment will be used to operate the Jail Recovery Pods (Special Innovating Project).

CJTA Target Population

For all services offered under the CJTA, the primary target population will be adults charged with offenses held on a pretrial status as well as participants enrolled in the Adult Recovery Court. Only those individuals lodged in the County Jail, ARC participants, or other Walla Walla County residents on pretrial status will receive services funded by the CJTA allocated funds. The number of pretrial adults held in jail and served annually by CJTA funds will be the primary target group served; a secondary target population are juvenile offenders charged with offenses who have not yet plead or been found guilty and have no other SUD funding sources available. JJC/Court Services expects that this secondary target population (pre-adjudicated juveniles) will comprise a very small percentage of need.

Allocation of CJTA Funds

CJTA funds will only be used for individuals (mostly adults but perhaps a small number of eligible juveniles) charged with a criminal (or juvenile) offense on pretrial status or those who are Adult Recovery Court Participants. Before CJTA funds are used for CJTA eligible individuals, Serenity Point Counseling will determine if the individual may be billed through private/commercial health insurance, Provider One health insurance, SABG (currently not available), or State health insurance. CJTA dollars will always be a fund of last resort.

Walla Walla County Corrections Department collaborates with Serenity Point Counseling and Trilogy Recovery Community staff to track individual eligibility based upon current court/legal status and alternative funding resources to ensure CJTA funding is appropriate on a case-by-case basis.

Fiscal and Data Reporting Requirements

As required by HCA, the County and its subcontractors will submit all mandated fiscal and programmatic data reporting documents to the HCA. Specifically, the County will ensure that it and/or its subcontractors submit the Quarterly Progress Report (QPR); the Revenue and Expenditure Report (R&E); and the Programmatic Treatment Report (PTR). The PRA will be submitted only via Secure File Transfer (SFT)

Respectfully submitted,

Meghan DeBolt, Walla Walla County CJTA Panel Alcohol and Drug Treatment Coordinator

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
AGREEMENT WITH SERENITY
POINT COUNSELING SERVICES

}

RESOLUTION NO. **20**

WHEREAS, Walla Walla County Department of Corrections, has offered an agreement to Serenity Point Counseling Services; and

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

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

WHEREAS, said agreement was submitted to the County Prosecuting Attorney's office for review; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said agreement and will sign same.

*Passed this 27th day of **April, 2020** 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

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

AGREEMENT NO. _____

Serenity Point Counseling Services, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), and Exhibit B (Compensation & Fee Schedule), and Exhibit C (Health Care Authority Contract K3973) copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the ___ day of _____, 2019 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the - ___ day of _____, 2020.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed the amount listed in Exhibit B (Compensation).

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20__.

C O N T R A C T O R :

Serenity Point Counseling Services

Title:

Mailing Address:
919 S. 2nd Avenue
Walla Walla, WA 99362

Social Security
#(retain at Auditor's office)
or

Business Tax ID
#91-2183448

WALLA WALLA COUNTY:

Board of County Commissioners

By

Chairman

Commissioner

Commissioner

Approved as to Form Only:

Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:
The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless other provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Wage Standards:
Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:
Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:
The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:
This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.
9. Right to Review:
This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.
10. Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
11. Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra

expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part, with 15-days' written notice, whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the breach of this Agreement, or negligent or wrongful acts of the Contractor, its subcontractor, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

14. Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
18. Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- a. General
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.
 - b. Notice of Potential Claims
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is

due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing,

signed by the parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

The Contractor shall have Professional Liability insurance in the following amounts:

\$1,000,000 Minimum, Each Occurrence
\$2,000,000 Minimum, Annual Aggregate

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

32. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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

34. Background Checks:

The contractor, contractor's employees, any authorized subcontractors or subcontractor's employees must pass criminal background checks to the satisfaction of Walla County prior to beginning work. If background checks are not passed, the County may terminate this agreement.

35. Data Security requirements

Contractor shall comply with all data security and confidential information requirements required by the Health Care Authority Contract in Attachment C ("the HCA Agreement"). The Contractor hereby agrees to indemnify the County against any failure by the Contractor to abide by the HCA Agreement.

PERSONAL SERVICE CONTRACT

Exhibit A

Scope of Services

Pursuant to the terms of the AGREEMENT (No.), Serenity Point Counseling Services (Contractor), and Walla Walla County (County), agree to the following:

County's Responsibilities

1. County shall provide to Contractor names of those individuals in custody at the Walla Walla County Corrections Department Jail in need of Substance Use Disorder Assessments (SUD). County will ensure that names and other identifying information of those in need of or receiving SUD services are protected in accordance with RCW 70.02, HIPAA, and RCW 70.48.
2. County shall provide the necessary office and meeting space for all services rendered by Contractor within the Jail Facility. Office and meeting space shall facilitate confidentiality and privacy to the extent possible.
3. County shall provide for the safety and security of Contractor's staff while performing contract related services in the Jail Facility.
4. For CJTA eligible individuals in need of SUD services allowed under the Criminal Justice Treatment Account, the County shall collaborate and consult with Contractor to prioritize services based upon risk and need.

Contractor's Responsibilities

1. Contractor shall perform SUD Expanded Assessments in the Jail Facility, as allowable under the Criminal Justice Treatment Account (CJTA), to identified and eligible individuals. Contractor shall be available to perform at least two (2) SUD Assessments at the Jail Facility per week. Contractor shall perform SUD Assessments at the Contractor's Facility for CJTA eligible individuals not in custody.
2. Contractor shall deliver both Group and Individual Outpatient SUD Treatment services to identified and CJTA eligible individuals in custody at the Jail Facility.
3. Contractor shall provide Case Management, as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility.
4. Contractor shall provide Interim Services as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility,

5. Contractor shall provide Engagement/Outreach Services as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility.
6. Contractor shall notify Corrections Director or designee when an out-of-custody CJTA eligible individual requires SUD CJTA allowable services. County and Contractor shall collaborate and consult to prioritize services based upon risk and need.
7. Contractor shall provide Urine Drug Screens as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals out of custody.
8. Contractor will protect the information of those receiving services in accordance with RCW 70.02, HIPAA, RCW 70.48 and other applicable state and federal laws.

PERSONAL SERVICE CONTRACT

Exhibit B

*Compensation & Fee Schedule

Expanded Assessment (off-site):	\$275.00/hour
Assessment (at SPCS):	\$200.00
Outpatient Treatment Adult - Individual:	\$176.00/hour
Per 15 Minutes:	\$44.00/quarter hour
Outpatient Treatment Adult-Group:	\$48.00/hour
Case Management:	\$100.00/hour
Per 15 Minutes:	\$25.00/quarter hour
Interim Services:	\$55.00/hour
Engagement/Outreach:	\$55.00/hour
Urine Drug Screen:	\$30.00/test

*SUD Fee-for-Service Rate Plan is based upon Greater Columbia Behavior Health current fees as of September 17, 2018, and are subject to change based upon Washington State Division of Behavioral Health and Recovery reimbursement rates. The County and HCA agree that Serenity Point may add an additional 10% administration cost to each monthly invoice submitted.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
AGREEMENT WITH TRILOGY
RECOVERY COMMUNITY

}

RESOLUTION NO. **20**

WHEREAS, Walla Walla County Department of Corrections, has offered an agreement to Trilogy Recovery Community; and

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

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

WHEREAS, said agreement was submitted to the County Prosecuting Attorney's office for review; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said agreement and will sign same.

Passed this 27th day of April, 2020 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

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

AGREEMENT NO. _____

Trilogy Recovery Community, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), and Exhibit B (Compensation & Fee Schedule), and Exhibit C (Health Care Authority Contract K3973) copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1 day of July, 2019 and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the ___ day of _____, 2020.

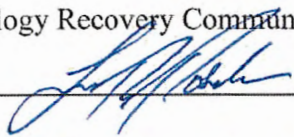
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed the amount listed in Exhibit B (Compensation).

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20__.

CONTRACTOR:

Trilogy Recovery Community



Executive Director
Title: _____

Mailing Address:
120 East Birch St., #14
Walla Walla, WA 99362

Social Security
#(retain at Auditor's office)
or

Business Tax ID
#320303794

WALLA WALLA COUNTY:
Board of County Commissioners
By

Chairman

Commissioner

Commissioner

Approved as to Form Only:

Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Wage Standards:

Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:

Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:
The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:
This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.
9. Right to Review:
This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.
10. Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.
11. Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra

expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the breach of this Agreement, or negligent or wrongful acts of the Contractor, its subcontractor, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

14. Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:
If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
18. Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
 - b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.
20. Disputes:
- a. General
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.
 - b. Notice of Potential Claims
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is

due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing,

signed by the parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

The Contractor shall have Professional Liability insurance in the following amounts:

\$1,000,000 Minimum, Each Occurrence
\$2,000,000 Minimum, Annual Aggregate

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

32. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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

34. Background Checks:

The contractor, contractor's employees, any authorized subcontractors or subcontractor's employees must pass criminal background checks to the satisfaction of Walla County prior to beginning work. If background checks are not passed, the County may terminate this agreement.

35. Data Security requirements

Contractor shall comply with all data security and confidential information requirements required by the Health Care Authority Contract in Attachment C ("the HCA Agreement"). The Contractor hereby agrees to indemnify the County against any failure by the Contractor to abide by the HCA Agreement.

PERSONAL SERVICE CONTRACT

Exhibit A

Scope of Services

Pursuant to the terms of the AGREEMENT (No.), Trilogy Recovery Community (Contractor), and Walla Walla County (County), agree to the following:

County's Responsibilities

1. County shall provide to Contractor names of those individuals in custody at the Walla Walla County Corrections Department Jail in need of Substance Use Disorder (SUD) Recovery Support Services (RSS). County will ensure that names and other identifying information of those in need of or receiving SUD RSS are protected in accordance with RCW 70.02, HIPAA, and RCW 70.48.
2. County shall provide the necessary office and meeting space for all services rendered by Contractor within the Jail Facility. Office and meeting space shall facilitate confidentiality and privacy to the extent possible.
3. County shall provide for the safety and security of Contractor's staff while performing contract related services in the Jail Facility.
4. For CJTA eligible individuals in need of SUD RSS allowed under the Criminal Justice Treatment Account, the County shall collaborate and consult with Contractor to prioritize services based upon risk and need.

Contractor's Responsibilities

1. Contractor shall perform Substance Use Disorder Recovery Support Services in the Jail Facility, as allowable under the Criminal Justice Treatment Account (CJTA), to identified and eligible individuals. Contractor shall be available to provide Recovery Support Services two (2) days per week at the Jail Facility. Contractor shall perform SUD Recovery Support Services at the Contractor's Facility for CJTA eligible individuals not in custody.
2. Contractor shall deliver both Group and Individual Recovery Support Services to identified and CJTA eligible individuals in custody at the Jail Facility.
3. Contractor shall provide Relapse Prevention services, as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility.

4. Contractor shall provide Peer-to-Peer services, Mentoring, and Coaching, as allowable under the Criminal Justice Treatment Account, to identified and eligible individuals in custody at the Jail Facility.
5. Contractor shall notify Corrections Director or designee when an out-of-custody CJTA eligible individual requires SUD RSS CJTA allowable services. County and Contractor shall collaborate and consult to prioritize services based upon risk and need.
6. Contractor will protect the information of those receiving services in accordance with RCW 70.02, HIPAA, RCW 70.48 and other applicable state and federal laws.

PERSONAL SERVICE CONTRACT

Exhibit B

*Compensation & Fee Schedule

Recovery Support Services:	\$65.00/hour
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*SUD Fee-for-Service Rate Plan is based upon Greater Columbia Behavior Health current fees as of September 17, 2018, and are subject to change based upon Washington State Division of Behavioral Health and Recovery reimbursement rates. The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$15,000 per fiscal year unless additional Criminal Justice Treatment Account funds are allocated to Walla Walla County by DBHR.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
PROCLAIMING MAY 3 - 9, 2020 AS
CORRECTIONAL OFFICERS
APPRECIATION WEEK



RESOLUTION NO. 20

WHEREAS, Walla Walla County recognizes that correctional officers are responsible for ensuring the safety of the general public, correctional staff and offenders; and

WHEREAS, it is recognized that correctional officers perform a valuable service to the citizens of Walla Walla County; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall sign a proclamation declaring May 3 - 9, 2020 as Correctional Officers Appreciation Week in Walla Walla County.

Passed this 27th day of April, 2020 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

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

PROCLAMATION

WHEREAS, the Walla Walla County Board of Commissioners and Department of Corrections recognize that Walla Walla County Correctional Officers are responsible for the daily supervision of criminal offenders housed in the Walla Walla County Jail; and

WHEREAS, correctional officers are responsible for ensuring the safety of the general public, correctional staff and offenders; and

WHEREAS, correctional officers must act as communicators and experts at crisis management, acting to resolve conflicts and to restrain persons representing a danger to themselves or others; and

WHEREAS, correctional officers must develop and maintain these skills through rigorous basic and annual training; and

WHEREAS, correctional officers often must perform their work under adverse and hazardous conditions, while continuing to meet the high standards set by their profession and the expectations of the public; and

WHEREAS, each day of the year correctional officers perform a valuable service to the citizens of Walla Walla County; and

WHEREAS, correctional officers often perform outstanding services outside the scope of their normal responsibilities to their communities in times of need and crisis; now therefore

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

MAY 3-9, 2020, as CORRECTIONAL OFFICERS APPRECIATION WEEK

in Walla Walla County and encourage all citizens of the county to observe this week appropriately.

Dated this 27th day of April, 2020, at Walla Walla County, Washington.

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

Gregory A. Tompkins, Chairman

Attest:

James K. Johnson, Commissioner

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Commissioner



Norrie Gregoire, Director
Matt Stroe, Jail Commander

DEPARTMENT OF COURT SERVICES
JUVENILE JUSTICE CENTER
WALLA WALLA COUNTY

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

Corrections/Court Services Update: [April 27, 2020]

Service Providers & Programming

- Corrections
 - Terminated contract with CHC for jail-based behavioral health service effective 5/1;
 - Psychotropic meds will be managed and prescribed by current medical provider.
- Court Services
 - Children's Home Society therapist meeting with Detention kids remotely.

Equipment/Technology/Facilities

- Jail Bullpen Project
 - Was not an AP engineer who came in; was another engineer contacted by Acufab; drawings have been stamped; waiting for City approval.
- Remote Video Access
 - Working with Chad and his team to relocate the Cisco DX80 telehealth system to a private office in the Jail for programming, assessments, and attorney meetings.
- Elevator
 - Touched base with Jeff Johnson, project manager, let him know we have not yet received background check forms from the subs.

Budget

- Corrections
 - Reducing costs immediately where we're able; going through all budget items line by line.
- Court Services
 - In discussions with Community Health re: the 1/10th revenue and what that means for Adult Recovery Court/Family Treatment Court/Juvenile Therapeutic Court and the JJC Therapist position.

- 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) Revised job description approval form - Finance Specialist for the Treasurer's Office
- 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))

11:30

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))

11:45

COUNTY COMMISSIONERS

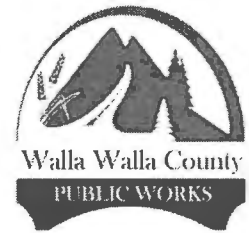
- a) Miscellaneous or unfinished business
to come before the Board

Written Department updates only provided by:

PUBLIC WORKS

Tony Garcia

**Walla Walla County Public Works
990 Navion Lane
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 22 April 2020

Re: Director's Report for the Week of 20 April 2020

Board Action: 27 April 2020

Update Only

ENGINEERING:

- Flood Damage Repair:
Paving repair is complete.
Submitted all Detail Damage Inspection Reports (DDIRs) from the February flood to the Federal Highway Administration (FHWA) Emergency Relief (ER) program.
- Mill Creek Road MP 1.1 to MP 3.96 (Five Mile to Seven Mile): Consultant is working on acquisition documents.
- Middle Waitsburg Road: Consultant is working acquisition documents.
- Lower Waitsburg Road: Processing survey data before design starts.
- Wallula/Gose: Processing survey data.

MAINTENANCE/FLEET MANAGEMENT:

- Finalizing chip seal prep.
- Vegetation crews spraying as weather allows.
- Garage crews working on routine vehicle maintenance.

ADMINISTRATION:

- Working with the Corps of Engineers Walla Walla District to rehabilitate the Mill Creek levee and concrete channel to pre-flood conditions.
- Submitted all Detail Damage Inspection Reports (DDIRs) from the February flood to the Federal Highway Administration (FHWA) Emergency Relief (ER) program.
- Waiting for hear back from the Feds on the Major Disaster Declaration from the February flood.
- All Public Works staff continuing to follow proper social distancing and performing additional cleaning and disinfecting throughout all facilities and vehicles.

- 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.