

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, AUGUST 9, 2021**

**Effective July 12th, 2021 Commissioners will resume in person public meetings and continue to host the meetings via WebEx.**

**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](mailto:wwcocommissioners@co.walla-walla.wa.us).**

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

**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 A.M. 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)
- e) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- f) Voluntary Stewardship Program (VSP) update provided by Renee Hadley, District Manager, Walla Walla County Conservation District
- g) **Consent Agenda Items:**
  - 1) Resolution - Minutes of County Commissioners' proceedings for August 2 and 3, 2021
  - 2) Resolution – Contract between the Washington State Conservation Commission and Walla Walla County related to the Voluntary Stewardship Program Work Plan Development and Implementation
  - 3) Resolution – Interagency Agreement between the Walla Walla County Conservation District related to the Voluntary Stewardship Program
  - 4) Payroll action and other forms requiring Board approval
- h) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_; \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ (travel)
  - 2) Possible discussion/direction re Christopher Columbus statue
- i) Miscellaneous business to come before the Board

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

IN THE MATTER OF A CONTRACT  
BETWEEN THE WASHINGTON  
STATE CONSERVATION  
COMMISSION AND WALLA WALLA  
COUNTY FOR VOLUNTARY  
STEWARDSHIP PROGRAM  
IMPLEMENTATION (K2225)



**RESOLUTION NO. 21**

**WHEREAS**, pursuant to Walla Walla County Resolution 12 015 and RCW 36.70A.700, Walla Walla County elected to participate in the Voluntary Stewardship Program (VSP), an alternative Program to protect critical areas where agricultural activities are conducted; and

**WHEREAS**, pursuant to Walla Walla County Resolution 17 213, Walla Walla County entered into an agreement with the Washington State Conservation Commission to receive funding for VSP work plan development; and

**WHEREAS**, the Washington State Legislature has now provided additional funding for Biennium 2019-2021 for VSP implementation, and a 2021-2023 Biennium Contract No. K2225 Between the Washington State Conservation Commission and Walla Walla County, an agreement to provide additional funding to the County for a project identified as Voluntary Stewardship Program Implementation, has been submitted to the County and undergone review by various entities and the County Prosecuting Attorney's office; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said 2021-2023 Biennium Contract No. K2225 Between the Washington State Conservation Commission and Walla Walla County

*Passed this 9<sup>th</sup> day of **August, 2021** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane Harris, Clerk of the Board

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

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

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

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



STATE OF WASHINGTON

CONSERVATION COMMISSION

PO Box 47721 • Olympia, Washington 98504-7721 • (360) 407-6200 • FAX (360) 407-6215

May 26, 2021

Renee Hadley, District Manager  
Walla Walla Conservation District  
Walla Walla County  
325 N. 13th Avenue  
Walla Walla, WA 99362

Re: Continued Implementation of the Voluntary Stewardship Program

Dear Ms. Hadley,

During the recent legislative session, the state legislature continued funding for the Voluntary Stewardship Program (VSP) into the next biennium (2021-23).

As a county who opted-in to the VSP, I'm writing to formally notify you funding will be available for the next fiscal year beginning July 1, 2021 for implementation of the VSP.

The Commission deems this level of funding adequate funding to meet the implementation needs of the counties who have opted into VSP. This funding is the only funding available from the Commission for VSP implementation.

Attached for your review is a contract for the VSP funding for the 2021-23 biennium. Once the county has signed the agreement and returned to the Commission, the Executive Director of the Commission will sign the contract. A fully executed contract will be returned to the county.

***The effective date of this contract will be July 1, 2021. However, delays without reasonable explanation on the part of the county in signing this contract past August 31, 2021 may result in the Commission denying any reimbursement during that time. If you find you cannot comply with signing this contract by August 31, 2021, you must contact Karla Heinitz at 360-407-6212 or by email at [kheinitz@scc.wa.gov](mailto:kheinitz@scc.wa.gov) immediately.***

Also, I wanted to highlight some important provisions that continue from last biennia's contract into this new 2021-23 biennium contract. Those include, but are not limited to:

1. Funding available for reimbursement under this contract will not exceed \$235,000 for the entire 2021-2023 biennium.
2. If the county assigns a VSP lead entity, the Commission will require a copy of any subcontract between the county and a VSP lead entity.
3. If the County updates its work plan while this contract is in effect, the County is required to provide to the Commission the most recent version of the county's VSP work plan, which includes all attachments and/or appendices. This can be accomplished by sending to Alicia McClendon, VSP Administrative Assistant, an electronic link which the Commission can use to download the plan. The link should be sent to [amcclendon@scc.wa.gov](mailto:amcclendon@scc.wa.gov).
4. The Commission will require the county to create an implementation budget to ensure all requirements related to VSP implementation are accounted for during this contract period, and to ensure the two-year status and five-year review and evaluation reporting requirements will be met. **The county must provide the budget to the Commission no later than 120 days from the date of signature of the contract by the County.**
5. The Commission requires any VSP funds used by the county for cost-share projects abide by the Commission's Grant and Contract Procedures Manual.
6. Walla Walla County's two year status report is due to the Commission no later than August 30, 2021.
7. The failure of the county to provide any of the following are explicit grounds for termination of the contract:
  - a. To complete the scope of work in a reasonable time frame;
  - b. To provide timely quarterly status reports;
  - c. To submit monthly invoices for reimbursement to the Commission's VSP Contract Manager; and
  - d. To identify and keep current the responsible individual as identified in Appendix D – Responsible Individuals.

Thank you for your continued engagement in and support of VSP. I look forward to working with you and your staff on program implementation. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ron D. Shultz', with a stylized flourish at the end.

Ron D. Shultz  
Policy Director

Enclosure: VSP 2021-23 Biennium Contract between the Commission and the County

**2021-23 Biennium Contract No. K2225**

**BETWEEN**

**The Washington State Conservation Commission**

**AND**

**Walla Walla County**

**FOR**

**Voluntary Stewardship Program Implementation**

---

**THIS AGREEMENT** is made and entered into by and between the Washington State Conservation Commission, hereinafter referred to as "COMMISSION" and Walla Walla County, hereinafter referred to as "COUNTY".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide funding to the COUNTY for the implementation of the work plan as required for the Voluntary Stewardship Program (VSP), consistent with RCW 36.70A.700-760 and related statutes.

**THEREFORE, IT IS MUTUALLY AGREED THAT** the COMMISSION will provide funding consistent with the terms of this contract, the policies of the COMMISSION, and the laws of the State of Washington; and the COUNTY will implement the terms of this contract with the funding provided consistent with the policies of the COMMISSION and the laws of the State of Washington.

**1.0 PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this agreement shall be from July 1, 2021 through June 30, 2023, unless either extended by agreement of the parties or terminated sooner, as provided herein.

**2.0 SCOPE OF WORK**

It is the intent of the parties that the COUNTY will perform its duties consistent with the timelines set forth in RCW 36.70A.720-735, subject to available funding, and subject to state contracting requirements. The COUNTY shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein.

---

The COUNTY shall report in writing within 30 days any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

The COUNTY shall complete the work listed in APPENDIX B – SCOPE OF WORK, herein.

### **3.0 FUNDING AVAILABILITY AND COSTS**

The parties expect legislative appropriation for this work shall not exceed \$235,000. Payment for satisfactory performance of the work accomplished under this agreement shall not exceed this amount. The COMMISSION'S ability to make payments is contingent on availability of funding. In the event funding from the state is withdrawn, reduced, limited or otherwise determined by the COMMISSION to be inadequate in any way after the effective date and prior to completion or expiration date of this agreement, the COMMISSION, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. The COMMISSION may also elect to suspend performance of the agreement until the COMMISSION determines the funding insufficiency is resolved. Should the COMMISSION determine funding needs to be reduced, the COMMISSION will provide 30-days notice of an intent to reduce the amount of funding available under this agreement.

### **3.1 Eligible Costs**

The COMMISSION will pay the following costs, but only upon full COUNTY compliance with APPENDIX C – BILLING PROCEDURE:

- Salaries and benefits, 20% indirect of salaries and benefits is allowed on COUNTY personnel or any subcontractor personnel designated by the COUNTY to qualify for indirect costs.
- Travel, including mileage and per diem for program staff, consistent with state law. Travel and expenses paid directly to work group member participants is not allowed.
- Meeting rooms and light refreshments for working meetings. If light refreshments will be provided for meetings a *Meeting Expense Authorization* form needs to be approved prior to the purchase of the refreshments and approved by an authorized signatory. Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees and an agenda are also required to be eligible for reimbursement.
- Facilitation, reports, studies, research and document preparation, which may be accomplished through either staff efforts or qualified contractors. Contractor services shall conform to ordinary billing rates and overhead multipliers for the type and location of the services within the COUNTY.
- Copy and printing costs.

- Equipment. The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases over \$1,000. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP. Equipment may include, but is not limited to, computers, data base software, and GIS software. The COUNTY agrees to use the COMMISSION's VSP Equipment Request form (<https://www.formstack.com/forms/?4320646-BuPBL SyaEi>) for equipment purchases over \$1,000.

### **3.2 Cost-Share Programs**

The COUNTY may choose to offer a cost-share program to achieve the goals and objectives of the county work plan and RCW Chapter 36.70A. If the COUNTY so chooses to offer a cost-share program to VSP participants using funds provided under this contract, the COUNTY hereby agrees that COMMISSION cost-share policies and procedures will be abided by, regardless of who is administering the cost-share program (the COUNTY or some other entity on behalf of the COUNTY). Further, the COUNTY must be in compliance with APPENDIX C – BILLING PROCEDURE and must also:

- Consult with COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program,
- Provide written documentation that the county work group has approved the cost share program,
- Receive training regarding COMMISSION cost-share policies and procedures, from COMMISSION STAFF identified in APPENDIX C – BILLING PROCEDURE, prior to using VSP funds for a cost-share program, unless COUNTY staff or the entity or entities administering such a cost-share program have already received such training from the COMMISSION, and
- VSP cost-share projects that are funded using any amount of COMMISSION VSP funds shall be documented in the Conservation Practice Database System (CPDS) under RCW 36.70A.720 (2) (b) (i) and (c) (i).
- Any cost-share project using any amount of COMMISSION VSP funds shall only use the cost-share contract provided in CPDS.

### **3.3 Disallowed Costs**

The COUNTY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the COUNTY expends more than the amount of the COMMISSION funding in this agreement in anticipation of receiving additional funds from the COMMISSION, it does so at its own risk. The COMMISSION is not legally obligated to reimburse the COUNTY for costs incurred in excess of this agreement.



### **3.4 Insufficient Funds**

The obligation of the COMMISSION to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this contract crosses over state fiscal years the obligation of the COMMISSION is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract and for the Executive Director of the COMMISSION to determine that the watershed has not received adequate funding to implement the program consistent with RCW 36.70A.735 (d).

### **3.5 Method of Compensation**

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs incurred by the COUNTY will be considered to have been paid by the COUNTY under this contract at the time the COUNTY seeks reimbursement from the COMMISSION. No payments in advance of or in anticipation of goods or services to be provided under this agreement shall be made by the COMMISSION. The COUNTY must fully comply with APPENDIX C- BILLING PROCEDURE to be eligible for reimbursement.

### **4.0 ASSIGNMENT**

The COUNTY may not assign this contract. The COUNTY may however, delegate the work to be completed under this agreement to an Agent. Any such Agent shall comply with the requirements of this agreement. Within any such delegation the COUNTY shall remain liable for any claim arising thereunder, and the COUNTY shall remain responsible for compliance with this agreement and RCW 36.70A.700-735, and with all applicable Federal, State and local laws, orders, regulations and permits. COUNTY retains the right to subcontract any portion or portions of the work as it deems necessary to complete the work. If COUNTY chooses to delegate tasks to a lead entity for VSP, a copy of the subcontract must be sent to the Commission's VSP Contract Manager identified in APPENDIX C – BILLING PROCEDURE as soon as the subcontract has been signed by both parties.

### **5.0 CONTRACT MANAGEMENT**

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement. Those individuals will be set out in APPENDIX D – RESPONSIBLE INDIVIDUALS herein incorporated by reference. If for any reason the individuals identified in Appendix D change, the parties agree to immediately identify and notify each other of another in writing of the new responsible individual for this agreement.

## **6.0 TERMINATION**

The COUNTY may terminate this agreement upon 30-days' prior written notification to the COMMISSION. If this agreement is terminated by the COUNTY, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the COMMISSION, the COUNTY shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination. If the COUNTY terminates this agreement prior to the work plan's approval, or prior to when the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COMMISSION may terminate this agreement upon 30-days' prior written notification to the COUNTY for cause, or for any reason or combination of reasons listed below, each of which constitute a breach of this contract in accordance with Section 7.0 BREACH:

- 6.1 Failure to complete the requirements of Section 2.0 SCOPE OF WORK and/or APPENDIX B - SCOPE OF WORK in a reasonable time frame, or for the reasons listed in 3.0 FUNDING AVAILABILITY above.
- 6.2 The failure to provide timely quarterly status reports are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.3 The failure to abide by the conditions set out in Section 3.2 above, related to the administration of a cost-share program are grounds for the termination of this agreement, at the sole determination of the COMMISSION.
- 6.4 The failure of the COUNTY to fully comply with the provisions in APPENDIX C – BILLING PROCEDURE shall be grounds for termination of this agreement.
- 6.5 The failure of the COUNTY to submit monthly invoices for reimbursement to the COMMISSION's VSP Contract Manager, in accordance with APPENDIX C – BILLING PROCEDURE, shall be grounds for termination of this agreement.
- 6.6 The failure of the COUNTY to identify and keep current the responsible individual as identified in APPENDIX D – RESPONSIBLE INDIVIDUALS, shall be grounds for termination of this agreement.

The COUNTY or the COMMISSION may terminate this agreement upon 60-days' prior written notification for convenience, without any showing of cause.

## **7.0 BREACH**

The COUNTY shall not be relieved of any liability to the COMMISSION for damages sustained by the COMMISSION and/or the State of Washington because of any breach of

contract by the COUNTY. The COMMISSION may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COMMISSION from the COUNTY is determined. In the event the COUNTY fails to commence work on the project funded herein within the timelines established under RCW Chapter 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

## **8.0 ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS**

This agreement and the attached APPENDICES (APPENDIX A-D) contain the entire integrated agreement of the parties may be changed, modified or amended by written agreement executed by both parties.

## **9.0 EFFECTIVE DATE**

The effective date of this agreement shall be July 1, 2021. This date shall be the "receipt of funds" date for purposes of RCW 36.70A.703 (9) and RCW 36.70A.725 (5) and (6).

## **10.0 ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- **Applicable Federal and state of Washington statutes and regulations.**
- Mutually agreed written amendments to this Contract.
- **Appendix B – Scope of Work**
- This Contract.
- **Appendix A – General Terms and Conditions**
- **Appendix C – Billing Procedure**
- **Appendix D – Responsible Individuals**
- Any other provision, term or material incorporated by reference or otherwise incorporated.

**11.0 APPROVAL**

This contract shall be subject to the written approval of representatives of both parties and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

The signatories to this contract represent that they have the authority to execute this contract.

**Washington State Conservation Commission**

**Walla Walla County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director      Date

\_\_\_\_\_  
Title                              Date

APPROVED AS TO FORM BY THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE

## 2021-23 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX A – GENERAL TERMS AND CONDITIONS

##### I. DEFINITIONS

Terms used throughout this contract are defined below:

“Agreement” shall mean the contract agreement to which these terms and conditions are affixed.

“Agent” shall mean any entity to which the COUNTY has assigned responsibilities as allowed in the agreement.

“Best management practice (BMP)” is a technique designed to protect the air, water, soil, animals, plants, and humans. BMPs must meet NRCS standards, or alternative practice designs approved by a licensed professional engineer. NRCS Practice Standards and Specifications are contained in the USDA NRCS Field Office Technical Guide (FOTG). SCC also maintains a list of approved practices eligible for cost share for special programs.

“COMMISSION” shall mean the Washington State Conservation Commission, any division, section, office, including the Office of Farmland Preservation, unit or other entity of the COMMISSION, or any of the officers or other officials lawfully representing the COMMISSION.

“Cost-share” is funding used to reimburse landowners for a percentage of the costs associated with the implementation of Best Management Practice(s) BMP(s). Examples of costs include, but are not limited to labor, materials, and permits.

“COUNTY” shall mean the County receiving the funds as identified in the agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the COUNTY.

“Current fiscal year” shall mean July 1, 2021 through June 30, 2023.

“Five year report” shall mean written report, provided not later than five years after the receipt of funding for a participating watershed and every five years thereafter, to the Executive Director of the COMMISSION and to the COUNTY on whether the COUNTY has met the COUNTY work plan's protection and enhancement goals and benchmarks, as described in RCW 36.70A.720 (2) (b) (i) and (c) (i).

“Implement” and “implementation” shall mean to execute any requirements of RCW 36.70A.700-760 and associated statutes.

“Project Officer” shall mean the specific employee of the COMMISSION that is assigned as the primary contact for purposes of the fulfillment of this agreement.

"Two year report" shall mean the written report of the status of plans and accomplishments that shall be provided to the COUNTY and to the COMMISSION within sixty days after the end of each biennium, as described in RCW 36.70A.720 (1) (j).

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"Watershed group" means an entity designated by a county under the provisions of RCW 36.70A.715.

"Work group participants" means those volunteer members of the county VSP work group designated by the COUNTY who are working to implement the work plan and fulfill ancillary VSP statutory requirements.

"Work plan" means a watershed work plan developed under the provisions of RCW 36.70A.720.

## **II. DISPUTES**

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner:

By the Commission's Project Officer or other designated official who shall provide a written statement of decision to the COUNTY. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date the COMMISSION receives such statement, the COUNTY mails or otherwise furnishes to the Executive Director of the COMMISSION a written appeal.

An appeal of the Project Officer's decision shall be addressed by the COMMISSION's Executive Director. The COUNTY shall have the opportunity to meet with the Executive Director to be heard either in person or by phone and to provide documents in support of their appeal. The decision of the COMMISSION's Executive Director for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05.

Pending final decision of dispute hereunder, the COUNTY shall proceed diligently with the performance of this contract and in accordance with the decision rendered.

## **III. GOVERNANCE**

This agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. The COUNTY and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this agreement shall be in the Superior Court for Thurston County. Except as otherwise provided in this agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### **IV. CONTRACTING FOR SERVICES**

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The COUNTY shall retain copies of all bids received and contracts awarded, for inspection and use by the COMMISSION. Retention of copies shall be consistent with time periods established herein.

#### **V. INDEMNIFICATION**

The COMMISSION shall in no way be held responsible for payment of salaries, consultant fees, and other costs related to the project described herein, except as provided in the scope of work through the reimbursement procedures described in this agreement.

To the fullest extent permitted by law, the COUNTY shall indemnify, defend and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the performance of the contract. The COUNTY'S obligation to indemnify, defend, and hold harmless includes any claim by the COUNTY'S agents, employees, representatives, or any subcontractor or a subcontractor's employees.

The COUNTY expressly agrees to indemnify, defend, and hold harmless the State of Washington and the COMMISSION for any claim arising out of or incident to the COUNTY's or any subcontractor's performance or failure to perform the contract. The COUNTY's obligation to indemnify, defend, and hold harmless the State of Washington and the COMMISSION shall not be eliminated or reduced by any actual or alleged concurrent negligence of the State or its agents, agencies, employees and officials.

The COUNTY waives its immunity under Title 51 RCW (Industrial Insurance) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

The COMMISSION shall be responsible for any liability arising from its own actions. However, any liability by the COMMISSION shall not mitigate the COUNTY's duty to indemnify the COMMISSION for all claims arising out of its performance of the contract.

#### **VI. RECOVERY OF PAYMENTS**

In the event the COUNTY fails, through the failure to exercise reasonable diligence unrelated to the State's failure to fully fund the stewardship process, to perform obligations required of it by this contract, the COUNTY may be required to repay to the COMMISSION any funds that were spent by the county without exercising reasonable diligence or a portion of funds disbursed to the COUNTY for those parts of the project that are rendered worthless by such failure to exercise reasonable diligence.

In the event that the COUNTY fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the COMMISSION reserves the right to

recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

Such rights of recapture shall exist for a period of two years following contract termination. Repayment by the COUNTY of funds under this recapture provision shall occur within 30 days of demand. In the event that the COMMISSION elects to institute legal proceedings to enforce the recapture provision, the prevailing party in any litigation for "recapture" shall be entitled to reasonable attorney fees.

#### **VII. INELIGIBILITY**

The COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or state agency.

#### **VIII. INDEPENDENT RELATIONSHIP**

The COUNTY or COUNTY's Agent(s) performing under this contract are not employees or agents of the COMMISSION. The COUNTY shall not hold themselves out as nor claim to be an officer or employee of the COMMISSION or of the State of Washington by reason hereof, nor will the COUNTY make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the COUNTY.

#### **IX. KICKBACKS**

The COUNTY and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

#### **X. INTELLECTUAL PROPERTY**

*Copyrights and Patents.* Should the COUNTY or COUNTY's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this agreement, the COUNTY may copyright or patent the same but shall grant the COMMISSION a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the COUNTY as provided in 35 U.S.C. §§ 200–212.

*Publications.* When the COUNTY, COUNTY's Agent(s), or persons employed by the COUNTY use or publish information of the COMMISSION; present papers, lectures, or seminars involving information supplied by the COMMISSION; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COMMISSION.



## **XI. PROPERTY MANAGEMENT**

The COMMISSION'S Property and Records Management Policy, contained in the Commission's Grants and Contracts Manual, hereby incorporated by reference, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COMMISSION in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the scope of work.

## **XII. RECORDS MAINTENANCE**

The parties to this agreement shall each maintain books, records, documents and other information which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be kept in accordance with the provisions contained on the Secretary of State archives, for records retention, hereby incorporated by reference, and any updates thereto. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

## **XIII. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this agreement are declared to be severable.

## **XIV. WAIVER**

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

## **XV. ACCESSIBILITY REQUIREMENTS**

COUNTY will remain current with Federal and Washington State accessibility standards and comply with *OCIO Policy 188 – Accessibility* located at <https://ocio.wa.gov/policy/accessibility>.

## 2021-23 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX B – SCOPE OF WORK

The scope of the work to be performed by the COUNTY, or its contractors, under this agreement is the following:

- 1) Organize, convene, and maintain a watershed group. This includes providing necessary staff support and facilitation for the watershed group. Assist the watershed group in the implementation of the approved VSP work plan, including
  - A. Working closely with the watershed group and technical service providers to ensure full compliance with the requirements and intent of VSP.
  - B. Ensure that every effort is made to maintain effective communication between the watershed group, the technical service providers, the COUNTY, local stakeholders, and participating state and federal agencies and personnel.
  - C. The COUNTY will organize members of a VSP watershed group with representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture. Organization of a vetted core watershed group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate. The COUNTY will encourage existing lead entities, watershed planning units, or other integrating organizations to serve as the watershed group.
  - D. The COUNTY will develop and/or maintain watershed group meeting bylaws, rules, and/or policies.
  - E. The COUNTY will provide facilitation for watershed group meetings or other actions of the watershed group.
- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760. Implementation includes:
  - A. Identifying critical areas and agricultural activities within those critical areas.
  - B. Identifying a public outreach plan to contact landowners.

- C. Identifying and designating entity(ies) to provide landowner assistance (voluntary stewardship plans).
- D. Identifying measurable programmatic and implementation goals and benchmarks.
- E. Reviewing and incorporating applicable water quality, watershed management, farmland protection, and required species recovery data and plans.
- F. Seeking input from tribes, agencies and stakeholders.
- G. Developing goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan.
- H. Ensuring outreach and technical assistance is provided to producers and operators in the various watersheds of the county.
- I. Creating measurable benchmarks that, within ten years after receipt of funding, are designed to result in (i) the protection of critical areas functions and values and (ii) the enhancement of critical areas functions and values through voluntary, incentive based measures.
- J. Incorporating into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection of critical areas.
- K. Establishing baseline monitoring for (i) participation and implementation of voluntary stewardship plans and projects, (ii) stewardship activities, and (iii) the effects on critical areas and agriculture relevant to protection and enhancement benchmarks.
- L. Developing timelines for periodic evaluations, adaptive management, and provide written reports of plan status and/or accomplishments to the COMMISSION.
- M. Coordinating monitoring programs with other state agency activities.
- N. Meeting any other requirement for the successful implementation of VSP in RCW 36.70A.720.

**Deliverables:**

- 1) Organize, convene and maintain a watershed group that meets regularly and as necessary for implementation of the county VSP work plan.

- 2) Implement the VSP work plan, including implementing the requirements of the VSP and RCW Chapter 36.70A.700-760.
  - A. Two year status reports. No later than August 30, 2021, provide the written biennial report to the COMMISSION. The biennial report must provide the status of plans and accomplishments of the work plan to COMMISSION. The biennial report should include a summary of how plan implementation is affecting each of the following:
    - 1) The protection and enhancement of critical areas within the area where agricultural activities are conducted;
    - 2) The maintenance and improvement of the long-term viability of agriculture;
    - 3) Reducing the conversion of farmland to other uses;
    - 4) The maximization of the use of voluntary incentive programs to encourage good riparian and ecosystem stewardship as an alternative to historic approaches used to protect critical areas;
    - 5) The leveraging of existing resources by relying upon existing work and plans in counties and local watersheds, as well as existing state and federal programs to the maximum extent practicable to achieve program goals;
    - 6) Ongoing efforts to encourage and foster a spirit of cooperation and partnership among county, tribal, environmental, and agricultural interests to better assure the program success;
    - 7) Ongoing efforts to improve compliance with other laws designed to protect water quality and fish habitat; and
    - 8) A description of efforts showing how relying upon voluntary stewardship practices as the primary method of protecting critical areas and does not require the cessation of agricultural activities.
  - B. Five year review and evaluation report. If a Five year VSP report is due during this contract period, than no later than the current deadline for submittal of the report to the COMMISSION, and in conjunction with the county watershed group, facilitate, develop, assist and submit the five year report to the director of the COMMISSION. *See* RCW 36.70A.720 (2) (b) (i) and (c) (i). When submitting the five-year review and evaluation report to the COMMISSION, as per RCW 36.70A.720 and RCW 36.70A.730, the COUNTY agrees to use the COMMISSION'S Guide and Template. The Guide is available for download on the COMMISSION's

VSP web page: (<https://www.scc.wa.gov/vsp/implementation>). The Template will be provided or made available by the COMMISSION to the COUNTY.

- C. At five year intervals from the date of receipt of funding, each county watershed group must submit a report to the director of the Commission and the COUNTY on whether it has met the work plan's protection and enhancement goals and benchmarks. The five year review and evaluation report should include a summary of how plan implementation is satisfying the flowing plan elements through VSP implementation:
- 1) Develop goals for participation by agricultural operators conducting commercial and noncommercial agricultural activities in the watershed necessary to meet the protection and enhancement benchmarks of the work plan;
  - 2) Ensure outreach and technical assistance is provided to agricultural operators in the watershed;
  - 3) Create measurable benchmarks that, within ten years after the receipt of funding, are designed to result in (i) the protection of critical area functions and values and (ii) the enhancement of critical area functions and values through voluntary, incentive-based measures;
  - 4) Work with the entity providing technical assistance to ensure that individual stewardship plans contribute to the goals and benchmarks of the work plan;
  - 5) Incorporate into the work plan any existing development regulations relied upon to achieve the goals and benchmarks for protection;
  - 6) Establish baseline monitoring for: (i) Participation activities and implementation of the voluntary stewardship plans and projects; (ii) stewardship activities; and (iii) the effects on critical areas and agriculture relevant to the protection and enhancement benchmarks developed for the watershed;
  - 7) Conduct periodic evaluations, institute adaptive management, and provide a written report of the status of plans and accomplishments to the county and to the commission within sixty days after the end of each biennium;
  - 8) Assist state agencies in their monitoring programs; and
  - 9) Satisfy any other reporting requirements of the program.

10) The COUNTY agrees that VSP cost-share projects funded using any amount of COMMISSION VSP funds shall be reported in the Conservation Practices Database System (CPDS).

D. Provide a timely quarterly status report to the VSP Program Manager in a form and manner prescribed by the COMMISSION, and deemed reasonable by COUNTY staff. Reports are to be submitted online to the COMMISSION. Quarterly reports are here: <https://www.formstack.com/forms/?2221155-U3eHq4N8zh>.

E. Quarterly reports are due quarterly for this Agreement:

July 2021 – June 2022:

Period of July 1 – September 30, 2021 – Due October 10, 2021

Period of October 1 – December 31, 2021 – Due January 10, 2022

Period of January 1 – March 31, 2022 – Due April 10, 2022

Period of April 1 – June 30, 2022 – Due July 10, 2022

July 2022 - June 2023:

Period of July 1 – September 30, 2022 – Due October 10, 2022

Period of October 1 – December 31, 2022 – Due January 10, 2023

Period of January 1 – March 31, 2023 – Due April 10, 2023

Period of April 1 – June 30, 2023 – Due July 10, 2023

F. Ensure that the COMMISSION has the most recent version of the COUNTY's VSP work plan by providing to the COMMISSION's Project Officer, identified herein in APPENDIX D – RESPONSIBLE INDIVIDUALS, the most current version of the COUNTY's VSP work plan, which includes all attachments and / or appendices. This can be accomplished by sending the COMMISSION an electronic link which the COMMISSION can use to download the plan.

G. Provide to the COMMISSION's VSP Contract Manager, no later than 120 days from the date this agreement is signed by the COUNTY, an implementation budget designed to ensure all requirements related to VSP implementation are accounted for during the performance of this agreement, and to ensure that the two year and five year reporting requirements will be met.

## 2021-23 Biennium Voluntary Stewardship Program

### COMMISSION and COUNTY Agreement

#### APPENDIX C – BILLING PROCEDURE

The COUNTY shall submit monthly invoices in the form and manner identified by the COMMISSION to the Commission's VSP Contract Manager:

Karla Heinitz  
VSP Contract Manager  
Washington State Conservation Commission  
P.O. Box 47721  
Olympia, WA 98504

Send invoices to: [sccgrants@sccgrants.wa.gov](mailto:sccgrants@sccgrants.wa.gov)

For billing questions, contact: [kheinitz@scc.wa.gov](mailto:kheinitz@scc.wa.gov); phone: 360-407-6212

Invoices will follow procedures outlined in the most current Grant and Contract Procedure Manual. Invoices for payment shall be submitted **monthly**. An invoice shall be submitted regardless of whether work has been performed on the project, this is considered a "No Activity" Invoice. Quarterly billings are not allowed and will not be accepted. A time summary for staff costs, including compensation or billing rates, shall be attached. Individual time records will be kept available at the COUNTY for review, in accordance with the Secretary of State's document retention schedule of the Secretary of State archives. A copy of any contractor invoices, or other receipts will be attached to the billing.

Equipment purchases for equipment over \$1,000 shall be made using the COMMISSION's VSP Equipment Request form (<https://www.formstack.com/forms/?4320646-BuPBLsyaEi>).

Payment to the COUNTY for approved and completed work will be made by account transfer by the COMMISSION **monthly** upon receipt of the invoice. Payment will be made to the person identified at the COUNTY in APPENDIX D – RESPONSIBLE INDIVIDUALS unless the COUNTY shall identify and provide contact information to the COMMISSION to the person listed in APPENDIX C - BILLING PROCEDURE herein.

#### Final Request for Payment:

The COUNTY must submit final requests for compensation during the current fiscal year no later than July 10 after the end of the current fiscal year. Failure to comply with this timeline may result in denial of any such claim.

**2021-23 Biennium Voluntary Stewardship Program**  
**COMMISSION and COUNTY Agreement**

**APPENDIX D – RESPONSIBLE INDIVIDUALS**

The Project Officer for the COMMISSION is:

Ron Shultz  
Policy Director  
Washington State Conservation Commission  
P.O. Box 47721  
Olympia, Washington 98504  
(360) 407-7507  
[rshultz@scc.wa.gov](mailto:rshultz@scc.wa.gov)

The responsible individual for the COUNTY is:

NAME:  
TITLE:  
AGENCY:  
MAIL ADDRESS:  
CITY, STATE, ZIP:  
PHONE:  
EMAIL:

The COUNTY Billing Contact (if different than the responsible individual for the COUNTY above):

NAME:  
TITLE:  
AGENCY:  
MAIL ADDRESS:  
CITY, STATE, ZIP:  
PHONE:  
EMAIL:



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

IN THE MATTER OF AN  
INTERAGENCY AGREEMENT  
BETWEEN THE WALLA WALLA  
COUNTY CONSERVATION DISTRICT  
AND WALLA WALLA COUNTY  
RELATED TO THE VOLUNTARY  
STEWARDSHIP PROGRAM



**RESOLUTION NO. 21**

**WHEREAS**, pursuant to Walla Walla County Resolution 12 015 and RCW 36.70A.700, Walla Walla County elected to participate in the Voluntary Stewardship Program (VSP), an alternative Program to protect critical areas where agricultural activities are conducted; and

**WHEREAS**, pursuant to Walla Walla County Resolution 17 213, the County, entered into an agreement with the Walla Walla County Conservation District designating the District as the entity responsible for administering VSP funds, coordinating the identified VSP Watershed Group activities, developing a work plan that provides protection of critical areas of the County while maintaining the viability of agriculture, and submitting a completed VSP Work Plan to the director of the State Conservation Commission for approval; and

**WHEREAS**, the Washington State Legislature has approved continued funding for implementation of the Program to the counties of the state that "opted-in" to participate therein, and pursuant to Walla Walla County Resolution 21 173, Walla Walla County entered into an agreement to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes; and

**WHEREAS**, the Washington State Legislature has now provided additional funding for Biennium 2021-2023 for VSP planning and implementation, and an Interagency Agreement Between the Walla Walla County Conservation District and Walla Walla County to continue services with the intent to finalize the work plan, submit the plan for state approval, and begin monitoring and implement of the plan has been submitted; and

**WHEREAS**, the Interagency Agreement has been reviewed by the County Prosecuting Attorney's office; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said Interagency Agreement Between the Walla Walla County Conservation District and Walla Walla County.

Passed this 9<sup>th</sup> day of **August, 2021** 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

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

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

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

**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**WALLA WALLA COUNTY CONSERVATION DISTRICT**  
**AND**  
**WALLA WALLA COUNTY**

This Agreement is made and entered into by and between the Walla Walla County Conservation District, hereinafter referred to as "DISTRICT" and Walla Walla County hereinafter referred to as "COUNTY" and is issued pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

**PURPOSE**

It is the purpose of this Agreement to enter into an agreement for the COUNTY to meet the requirements for implementation of the Voluntary Stewardship Program, consistent with RCW 36.70A.700-760 and related statutes.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**DEFINITIONS**

Terms used throughout this contract are defined below:

"Agreement" shall mean the Interagency Agreement to which these terms and conditions are affixed.

"Agent" shall mean any entity to which the County has assigned responsibilities as allowed in the agreement.

"COUNTY" shall mean the Walla Walla County, any division, section, office, unit or other entity of the COUNTY, or any of the officers or other officials lawfully representing the COUNTY.

"DISTRICT" shall mean the Walla Walla County Conservation District receiving the funds as identified in the Agreement that this Appendix is a part of, and is performing activities under this contract, and shall include all employees of the DISTRICT.

"Agreement Manager" shall mean the specific employee of either the DISTRICT or COUNTY that is assigned as the primary contact for purposes of the fulfillment of this Agreement.

"Voluntary Stewardship Program" and "VSP" shall mean the program established in, and governed by, RCW 36.70A.700-760 and associated statutes.

"WSCC" shall mean the Washington State Conservation Commission

**INTENT**

The COUNTY will provide funding consistent with the terms of this agreement, the policies of the COUNTY, and the laws of the state of Washington; and the DISTRICT will implement the terms of this agreement with the funding provided consistent with the policies of the DISTRICT and the laws of the state of Washington.

**STATEMENT OF WORK**

The DISTRICT shall furnish the necessary personnel, equipment, material and/or service(s), or contract with third parties to accomplish the same, and otherwise do all things necessary for or incidental to the performance of the work set forth herein, and set forth in Attachment

“A” which is incorporated herein. The DISTRICT shall report in writing any problems, delays or adverse conditions that will materially affect their ability to meet project objectives or time schedules stated herein. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed to resolve the situation.

#### PERIOD OF PERFORMANCE

It is the intent of the parties that the period of performance will be consistent with the timelines set forth in RCW 36.70A.720-760, subject to available funding. Subject to its other provisions, the period of performance of this Agreement shall commence on the effective date of this agreement and be completed on June 30, 2023, unless either extended by agreement of the parties or terminated sooner, as provided herein. It is anticipated that sufficient funding will be provided until June 30, 2023, to complete the work items referred to within RCW 36.70A.720-735 and in this Agreement. If such funding is not provided, the parties agree that the DISTRICT shall be under no additional obligations under this agreement and any funds that have been provided up to that point shall not be returned to the State.

#### PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The parties have estimated that the cost of accomplishing the work herein will not exceed \$235,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in Attachment B which is attached and incorporated herein.

#### METHOD OF PAYMENT

Payment shall be made on a reimbursable basis for costs or obligations. Eligible costs or obligations incurred by the DISTRICT will be considered to have been paid by the COUNTY under this Agreement at the time the DISTRICT seeks reimbursement from the COUNTY. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the COUNTY.

#### BILLING PROCEDURES

The DISTRICT shall voucher the WSCC directly. The COUNTY agrees to send a letter from the COUNTY to the WSCC designating the DISTRICT as the lead entity. The letter must be on file with the WSCC before the WSCC will reimburse the DISTRICT for any costs under this agreement. The WSCC also requires a copy of this signed Agreement.

#### BILLING DETAIL

The DISTRICT shall use the A-19 form that the WSCC will provide to the DISTRICT for all billings against this Agreement. The A-19, along with the WSCC standard Summary and Detail voucher pages will be submitted along with backup for all the charges requested for reimbursement. Billings will be submitted monthly to the WSCC.

#### ELIGIBLE COSTS

Each contract will have only one Intermediate Outcome with the following sub-objects:

- Salaries and benefits
- Overhead – limited to 25% of salaries and benefits
- Travel
- Meeting rooms and light refreshments

- Light refreshments are defined as: an edible item that may be served between meals, for example, doughnuts, sweet rolls, and pieces of fruit or cheese. A list of meeting attendees is required.
- Reports, studies and research
- Copy and printing costs (for reports, studies, etc.)
- Facilitation costs (if any).
- The COUNTY agrees and understands that pre-approval by the COMMISSION is required for equipment purchases. All equipment should be directly related to the activities of the watershed group and the implementation of the VSP. Equipment may include, but is not limited to, computers, data base software, and GIS software.
- Both the COUNTY and DISTRICT agree and understand if a cost-share program is offered as part of VSP implementation, in order achieve the goals and objectives of the county work plan and RCW Chapter 36.70A, WSCC cost-share policies and procedures as the entity providing the funding shall be abided by.

REPORTING REQUIREMENTS

Reports are due quarterly for this Agreement.

- Period of July 1 – September 30, 2021 – Due October 10, 2021
- Period of October 1 – December 31, 2021 – Due January 10, 2022
- Period of January 1 – March 31, 2022 – Due April 11, 2022
- Period of April 1 – June 30, 2022 – Due July 11, 2022
- Period of July 1 – September 30, 2022 – Due October 10, 2022
- Period of October 1 – December 31, 2022 – Due January 10, 2023
- Period of January 1 – March 31, 2023 – Due April 10, 2023
- Period of April 1 – June 30, 2023 – Due July 10, 2023

Reports are to be submitted online using the form system of the WSCC.

DUPLICATION OF BILLED COSTS

The DISTRICT shall not bill the COUNTY for services performed under this contract, and the COUNTY shall not pay the DISTRICT, if the DISTRICT is entitled to payment or has been or will be paid by any other source, including grants, for that service.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the COUNTY may:

- A. Terminate this Agreement with *(fourteen)* (14) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- B. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- C. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- D. Pursue such other alternative as the parties mutually agree to writing.

FUNDING AVAILABLE

Funding provided by legislative appropriation for the work herein will not exceed \$235,000. Payment for satisfactory performance of the work accomplished under this Agreement shall not exceed this amount.

DISALLOWED COSTS

The DISTRICT is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors (such as consultants), and Assignees. If the DISTRICT expends more than the amount of the COUNTY funding in this agreement in anticipation of receiving additional funds from the COUNTY, it does so at its own risk. The COUNTY is not legally obligated to reimburse the DISTRICT for costs incurred in excess of this Agreement.

INSUFFICIENT FUNDS

The obligation of the COUNTY to fund this Agreement is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this Agreement crosses over state fiscal years the obligation of the DISTRICT is contingent upon the appropriation of funds during the next fiscal year. The failure of the legislature or federal agencies to appropriate or allot such funds to the program shall be good cause to terminate this contract.

ASSIGNMENT

The DISTRICT may assign or delegate the Lead Entity work to be completed under this Agreement to an Agent with the written approval of the COUNTY. Any such Agent shall comply with the requirements of this Agreement. Within any such assignment or delegation the DISTRICT shall remain liable for any claim arising thereunder, and the DISTRICT shall remain responsible for compliance with this Agreement and RCW 36.70A.700-760, and with all applicable Federal, State and local laws, orders, regulations and permits. DISTRICT retains the right to subcontract any portion or portion(s) of the work as it deems necessary to complete the work.

AGREEMENT MANAGEMENT

Each party shall assign a specific individual to be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement Manager for the DISTRICT is the DISTRICT manager, currently Renee M. Hadley:

NAME: Renee M. Hadley  
TITLE: District Manager  
MAIL ADDRESS: 325 N 13<sup>th</sup> Ave  
CITY, STATE ZIP: Walla Walla, WA 99362  
PHONE: (509) 956-3777  
EMAIL: renee.hadley@wwccd.net

The Agreement Manager for the COUNTY is:

NAME: Lauren Prentice  
TITLE: Community Development Department Director  
MAIL ADDRESS: Suite 200 310 W. Poplar  
CITY, STATE ZIP: Walla Walla, WA 99362  
PHONE: 509-524-2610  
EMAIL: lprentice@co.walla-walla.wa.us

TERMINATION

The DISTRICT may terminate this Agreement upon 30-days' prior written notification to the COUNTY. If this Agreement is terminated by the DISTRICT, the DISTRICT shall be

reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If the DISTRICT terminates this Agreement before the work plan's goals and benchmarks are met, the COUNTY may be subject to the requirements of RCW 36.70A.735 and related statutory sections.

The COUNTY may terminate this Agreement upon 30-days' prior written notification to the DISTRICT for cause, or for failure to complete the requirements of the Scope of Work or Deliverables in a reasonable time frame. If this Agreement is terminated by the COUNTY, the DISTRICT shall be reimbursed only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

#### AMENDMENT

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

#### ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

#### DISPUTES

Except as otherwise provided in this contract, any dispute arising under this contract shall be decided in the following manner: By the Agreement Manager or other designated official who shall provide a written statement of decision to the DISTRICT. The decision of the Agreement Manager or other designated official shall be final and conclusive unless, within thirty days from the date the DISTRICT receives such statement, the DISTRICT mails or otherwise furnishes to the COUNTY a written appeal. An appeal of the Agreement Manager's decision shall be addressed by the COUNTY. The DISTRICT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the COUNTY for the resolution of such appeals shall be final and conclusive and constitutes a final agency action for the purposes of the Washington Administrative Procedures Act, RCW 34.05. Pending final decision of dispute hereunder, the DISTRICT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. The DISTRICT and any Agent shall comply fully with all applicable federal, state and local laws, orders, regulations and permits. Any action brought to enforce the terms of this Agreement shall be in the Superior Court for Walla Walla County. Except as otherwise provided in this Agreement, in the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

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

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

CONTRACTING FOR SERVICES

Contracts for personal services, purchased services/goods, and public works shall be awarded through a competitive process, if required by State law. The DISTRICT shall retain copies of all bids received and contracts awarded, for inspection and use by the COUNTY. Retention of copies shall be consistent with time periods established herein.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

INELIGIBILITY

If federal funds are the basis for this contract, the COUNTY certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.

INDEPENDENT RELATIONSHIP

The DISTRICT or DISTRICT'S Agent(s) performing under this contract are not employees or agents of the COUNTY. The DISTRICT shall not hold itself out as nor claim to be an officer or employee of the COUNTY, nor will the DISTRICT make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work outlined in the scope of work shall be solely with the DISTRICT.

KICKBACKS

The DISTRICT and its employees and authorized representatives are prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee or gift in return for award of a subcontract hereunder.

INTELLECTUAL PROPERTY

Copyrights and Patents. Should the DISTRICT or DISTRICT's Agent(s) create any copyrightable materials or invent any patentable property in the course of the scope of work governed by this Agreement, the DISTRICT may copyright or patent the same but shall grant the COUNTY a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions developed by the DISTRICT as provided in 35 U.S.C. 200-212.

Publications. When the DISTRICT, DISTRICT's Agent(s), or persons employed by the DISTRICT use or publish information of the COUNTY; present papers, lectures, or seminars involving information supplied by the COUNTY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the COUNTY.

PROPERTY MANAGEMENT

The COUNTY'S Property and Records Management Policy, and any updates thereto, shall control the use and disposition of all real and personal property purchases wholly or in part with funds furnished by the COUNTY in the absence of state, federal statute(s), regulations(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, federal officials so authorized by law, and as provided by the state Public Records Act, RCW 42.56. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

WAIVER

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

BREACH

The DISTRICT shall not be relieved of any liability to the COUNTY for damages sustained by the COUNTY and/or the State of Washington because of any breach of contract by the DISTRICT. The COUNTY may withhold payments for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the DISTRICT is determined. In the event the DISTRICT fails to commence work on the project funded herein within the timelines established under RCW 36.70A., the COUNTY shall be subject to the requirements of RCW 36.70A.735.

ENTIRE AGREEMENT AND CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement and the attached Attachment A and Attachment B contain the entire integrated agreement of the parties which may be changed, modified or amended by written agreement executed by both parties.

EFFECTIVE DATE

The effective date of this Agreement shall be the last date of signature.



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

CONSERVATION DISTRICT

WALLA WALLA COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved as to form:

Approved as to form:

County Prosecuting Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **Voluntary Stewardship Program Interlocal Agreement DISTRICT and COUNTY Agreement**

## **Attachment A STATEMENT OF WORK**

The DISTRICT is hereby proposing that the COUNTY continue to designate the DISTRICT as the entity responsible for administering VSP funds and coordinating the VSP Work Group.

The primary goals of the original scope of work were to provide leadership to a Watershed Group to develop both the VSP Work Plan and subsequent reports to document protection of critical areas while maintaining the viability of agriculture, and submit completed VSP Work Plan reports (quarterly, 2-year and 5-year) to the director of the Washington State Conservation Commission for approval.

This is a subsequent contract following development of the VSP Work Plan and initial outreach, monitoring and implementation of the VSP Work Plan. Efforts for the 2021-2023 biennium will focus on the continued implementation and monitoring of the plan and 2-year and 5-year reporting per the Washington State Conservation Commission (WSCC) policy.

The overall program will consist of the following tasks to be performed by the DISTRICT or its contractors:

### *Task 1: VSP Management and Administration*

- A. The DISTRICT will manage and administer all aspects of the work described in this scope of work. The DISTRICT will work closely with the COUNTY to ensure full compliance with the requirements and intent of VSP. Responsibilities will include but not be limited to (1) submittal of vouchers and invoices, (2) maintenance of records, (3) preparation of progress reports, (4) compliance with applicable procurement and contracting procedures and laws, (5) compliance with requirements of this Agreement.
- B. The DISTRICT will ensure that effort is made to maintain effective communication between the VSP Watershed Group, the COUNTY, WSCC, local stakeholders, and participating state and federal agency personnel.

Deliverables:

- 1. Effective management and administration of the project.
- 2. Maintenance of all project records.
- 3. Timely submission of all required performance items such as vouchers, fiscal records and quarterly progress reports.
- 4. Provide quarterly status reports to the COUNTY and WSCC in a form and manner prescribed by the WSCC.

### *Task 2: Watershed Group Organization and Facilitation*

- A. The DISTRICT will facilitate meetings of the VSP Watershed Group which include representatives from a variety of stakeholder groups including but not limited to tribes, environmental groups, and agriculture.
- B. Follow meeting bylaws/rules/policies.

Deliverables:

1. Support continuation of the vetted core VSP Watershed Group comprised of a broad representation of key watershed stakeholders and, at a minimum, representatives of agricultural and environmental groups and tribes that agree to participate.
2. Facilitation of meetings and other actions of VSP Watershed Group including communications, agendas, minutes, etc.
3. Manage meetings of VSP Watershed Group voting members and interested public as needed to implement the VSP Work Plan.

Task 3: Facilitate VSP Work Plan Implementation

- A. The DISTRICT will work with the VSP Watershed Group to implement the VSP Work Plan as per RCW 36.70A.720. Under the direction of the VSP Watershed Group, the DISTRICT will assist them to meet the following goals of the VSP plan:
  - Educate the community at large regarding the benefits that agricultural activities have on existing critical areas (i.e., farm ground benefits versus development)
  - Coordinate with the County's Planning Department regarding zoning, annexations, and rural development
  - Improve mapping of critical areas
  - Implementing best management practices (BMPs) for water conservation (irrigation efficiencies, local water plans)
  - Increase edge of field buffers, wind breaks, and/or grade control structures
  - Increase vegetation or residue cover on soils
  - Increase awareness and implementation of conservation easements as an agricultural tool
  - Increase information exchange about new technology/research
  - Increase implementation of on-ground project to protect critical areas
- B. The DISTRICT will conduct monitoring as outlined in Appendix D of the Walla Walla County Voluntary Stewardship Work Plan (2017) which is attached as a reference to this agreement.
- C. The DISTRICT will develop a timeline for periodic evaluations, adaptive management, and provide written reports of plan status/accomplishments to the COUNTY and WSCC.
- D. The DISTRICT will coordinate monitoring programs with other state agency activities.
- E. If funding is available, the DISTRICT will utilize VSP funds to provide cost share to agriculture producers to implement projects to protect and enhance critical areas and meet the goals of the VSP work plan. Cost share funds will be managed under the guidance and oversight of WSCC using the WSCC's cost-share policies and procedures. <https://scc.wa.gov/grant-and-contract-procedure-manual/>
- F. Meet other requirement for the successful implementation of VSP in RCW 36.70A.720.

Deliverables:

1. Develop a timeline for periodic evaluations of benchmarks, adaptive management if needed and provide written reports of plan status/accomplishments to the COUNTY and WSCC.
2. Conduct monitoring and activities as outlined in Appendix D of the Walla Walla County Voluntary Stewardship Work Plan.
3. Perform tasks as outlined in Table 5-1 (attached) of the approved Walla Walla County VSP Work Plan.
4. If funding allows, provide cost share for projects to protect and enhance critical areas to help the COUNTY meet the goals of the VSP Work Plan.
5. Report on the progress of the implementation of the Work Plan as required to the COUNTY, WSCC, and state.

Task 4: Public Outreach and Technical Assistance

- A. The Watershed Group will utilize existing outreach tools (e.g. the DISTRICT's newsletter) to keep county landowners and the public informed as to progress in meeting the goals of the VSP Work Plan.
- B. The DISTRICT website will include a section for VSP progress. The website will include program description, goals, and products for public review. It will also include meeting minutes, dates and agendas for future meetings.
- C. Additional public outreach will be determined by the Watershed Group.
- D. The DISTRICT will provide technical assistance to operators/producers if funding is available.

Deliverables:

1. Robust public outreach using existing and/or new outreach tools.
2. Develop and maintain information on the Walla Walla County VSP program at the DISTRICT website.
3. Public informational meetings as needed/required.

**Voluntary Stewardship Program  
Interlocal Agreement  
DISTRICT and COUNTY Agreement**

Attachment B  
BUDGET

	<b>FY 2022</b>	<b>FY2023</b>	<b>Total</b>
<i>Task 1: VSP Management and Administration</i>	5,000	5,000	10,000
<i>Task 2: Watershed Group Organization and Facilitation</i>	5,000	5,000	10,000
<i>Task 3: Develop VSP Work Plan 2-year report (due Aug. 30, 2021) and 5-year report (submitted March 7, 2021 with review meeting July 8, 2021)</i>	10,000	5,000	15,000
<i>Task 4: Public Outreach and Technical Assistance</i>	10,000	10,000	20,000
<i>Task 5: Implement projects approved by VSP work group</i>	90,000	90,000	180,000
<b>TOTAL</b>	<b>120,000</b>	<b>115,000</b>	<b>235,000</b>

**COUNTY COMMISSIONERS (Continued)**

- j) Review reports and correspondence; hear committee and meeting reports
- k) Review of constituent concerns/possible updates re: past concerns

a) **Action Agenda Items:**

- 1) Resolution – Bid Award for Middle Waitsburg Road Project

b) **Consent Agenda Items:**

- 1) Resolution – Revising rental rates for equipment owned by the Equipment Rental and Revolving Fund (Ford Fusion)
- 2) Resolution – Revising rental rates for equipment owned by the Equipment Rental and Revolving Fund (Ford F350 Flatbed Pickup)

c) Department update and miscellaneous

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

**IN THE MATTER OF REVISING  
RENTAL RATES FOR EQUIPMENT  
OWNED BY THE EQUIPMENT  
RENTAL AND REVOLVING FUND  
(FORD FUSION)**



**RESOLUTION NO. 21**

**WHEREAS**, the Equipment Rental and Revolving Fund (ER&R) was established according to the Revised Code of Washington (RCW) to provide a stable and dependable method of owning, maintaining, repairing and replacing County equipment; and

**WHEREAS**, the County Engineer has determined it is necessary to revise certain equipment rates for equipment owned by the Equipment Rental and Revolving Fund to operate the fund as designed; and

**WHEREAS**, Commissioner's office turned in vehicle #1315, 2011 Ford Fusion as not needed and we offered the vehicle to other county departments to purchase as a department vehicle owned by ER&R; and

**WHEREAS**, the Assessor's office would like to purchase the vehicle to replace an existing vehicle #1348, 2007 Ford Taurus; and

**WHEREAS**, the Assessor's office will purchase vehicle #1315 for \$8,093.00 with funds collected for the replacement of vehicle #1348, the new vehicle will increase the department monthly rental payment by \$243.88; and

**WHEREAS**, Public Works is reassigning vehicle #1315, a 2011 Ford Fusion to the Assessor's Office; and

**WHEREAS**, the Board of Walla Walla County Commissioners has reviewed the rates as determined by the County Engineer; and

**WHEREAS**, the County Engineer will continue to monitor the ER&R Fund and equipment rental rates and recommends revisions as appropriate; now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners that Public Works reassign vehicle #1315, a 2011 Ford Fusion to the Assessor's Office to be used as departmental vehicle; and

**BE IT HEREBY FURTHER RESOLVED**, by this Board of Walla Walla County Commissioners that rental rates for certain equipment owned by the Equipment Rental and Revolving Fund be adjusted as shown on the attached list, effective August 1, 2021.

*Passed this 9<sup>th</sup> day of **August, 2021** 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

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

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

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



**Attachment "A"**

**Equipment Rental Rate Adjustment**

<b>Equipment</b>	<b>Current Rate</b>	<b>Proposed New Rate</b>
Assessor's Office	\$1,194.48	\$1,438.36
Commissioners	\$2,089.34	\$1,014.98

**\*\*\*\*Explanation for rate change:**

Reassigned one vehicle, #1315 2017 Ford Fusion from Commissioners office to the Assessor's office which resulted in the additional \$243.88 to their monthly rental rate. Commissioners monthly rate adjusted to reflect reassignment of #1315. In regard to Vehicle 1348, it will be surplus at the next auction. The revenue from that sale will be credited to the Assessor's replacement bank.

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

IN THE MATTER OF REVISING  
RENTAL RATES FOR EQUIPMENT  
OWNED BY THE EQUIPMENT  
RENTAL AND REVOLVING FUND  
(FORD F350 FLATBED PICKUP)



**RESOLUTION NO. 21**

**WHEREAS**, the Equipment Rental and Revolving Fund (ER&R) was established according to the Revised Code of Washington (RCW) to provide a stable and dependable method of owning, maintaining, repairing and replacing County equipment; and

**WHEREAS**, the County Engineer has determined it is necessary to revise certain equipment rates for equipment owned by the Equipment Rental and Revolving Fund to operate the fund as designed; and

**WHEREAS**, Court Services turned in vehicle #643, 2006 Ford F350 flatbed pickup as not needed and we offered the vehicle to other county departments to purchase as a department vehicle owned by ER&R; and

**WHEREAS**, the Facilities Department would like to acquire the vehicle to replace an existing vehicle #904, 1991 GMC 3500 flatbed pickup; and

**WHEREAS**, the Facilities Department will take ownership of vehicle #643 with the agreement to share the vehicle with Corrections as a back-up to their current flatbed pickup; and

**WHEREAS**, the vehicle will increase the Facilities Department monthly rental rate by \$440.11; and

**WHEREAS**, Public Works is reassigning vehicle #643, with the agreement to share the vehicle with Corrections as a back-up to their current flatbed pickup; and

**WHEREAS**, the Board of Walla Walla County Commissioners has reviewed the rates as determined by the County Engineer; and

**WHEREAS**, the County Engineer will continue to monitor the ER&R Fund and equipment rental rates and recommends revisions as appropriate; now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners that Public Works reassign vehicle #643, 2006 Ford F350 flatbed pickup to the Facilities Department to be used as departmental vehicle; and

**BE IT HEREBY FURTHER RESOLVED**, by this Board of Walla Walla County Commissioners that rental rates for certain equipment owned by the Equipment Rental and Revolving Fund be adjusted as shown on the attached list, effective August 1, 2021.

*Passed this 9<sup>th</sup> day of **August, 2021** 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

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

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

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

**Attachment "A"**

**Equipment Rental Rate Adjustment**

<b>Equipment</b>	<b>Current Rate</b>	<b>Proposed New Rate</b>
Facilities Department	\$651.11	\$1091.21
Court Services Department	\$2,190.99	\$1,882.61

**\*\*\*\*\*Explanation for rate change:**

Reassigned one vehicle, #643 2006 Ford F350 to the Facilities Department which resulted in the additional \$440.11 to their monthly rental rate. Court Services rate adjusted to reflect reassignment of #643. In regard to vehicle #904, it will be surplus at the next auction. The revenue from that sale will be credited to the Facilities replacement bank.

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



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 3 August 2021

Re: Director's Report for the Week of 2 August 2021

**Board Action: 9 August 2021**

**Resolutions:**

**In the Matter of a Bid Award – Middle Waitsburg Road Project**

**In the Matter of Revising Rental Rates for Equipment Owned by the Equipment Rental and Revolving Fund**

**In the Matter of Revising Rental Rates for Equipment Owned by the Equipment Rental and Revolving Fund**

**ENGINEERING:**

- Mill Creek Road MP 1.1 to MP 3.96: Steadily making progress on right of way acquisition.
- Peppers Bridge Road: Working on right of way acquisition. Met with some property owners last week.
- Arch Bridge: Bid opening scheduled for August 23<sup>rd</sup>.
- Old Highway 12: Bid opening scheduled for August 30<sup>th</sup>.

**MAINTENANCE/FLEET MANAGEMENT:**

- South and North Road crews working on routine maintenance and scrubbing (asphalt pre-leveling).
- Signs and Veg crews working on routine maintenance.
- Garage working on routine maintenance.

**ADMINISTRATION:**

- Conducted our weekly Staff, Engineering and Road Operations meetings.
- Attended our monthly Department Head/Elected Official meeting.
- Conducted our final 2022 Budget review.
- Attended our monthly Benton-Franklin Council of Governments (BFCG) Technical Advisory Committee (TAC) Meeting
- Conducted our monthly Foremen's and Finance Review meetings.
- Had monthly Public Works Meeting with Commissioner Mayberry.
- Will advertise for a Public Works Tech III position to backfill a recent retirement.

**10:30 TECHNOLOGY SERVICES**

**Chad Goodhue**

**a) Public Hearing:**

- 1) To consider declaring certain County equipment as surplus

**b) Action Agenda Items:**

- 1) Resolution – Declaring certain County property as surplus and disposing of same

**c) Department update and miscellaneous**

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

**IN THE MATTER OF DECLARING  
CERTAIN COUNTY PROPERTY  
AS SURPLUS AND DISPOSING  
OF SAME**



**RESOLUTION NO. 21**

**WHEREAS**, the Board of County Commissioners of Walla Walla County, as the county legislative authority, has received from the County Technology Services (Central Services) Department a listing of various used equipment items, which are and have been the property of the County and which are proposed to be declared surplus, said list attached as "Attachment A" and by reference herein made a part hereof, and

**WHEREAS**, Chad Goodhue, Technology Services Department Director, has advised that the equipment as listed is either past end of technical life, damaged, no longer supported technically, or in a condition that would cost the county more to repair than replace, and as such, he is proposing to recycle suitable items and dispose of the other items, as none are deemed to have a resale value to the county; and

**WHEREAS**, pursuant to Walla Walla County Resolution No. 21 161, a public hearing date of August 9, 2021 was set to consider declaring said County property as surplus and disposing of same; and

**WHEREAS**, the Board of County Commissioners, as the county legislative authority, held a properly advertised public hearing on August 9, 2021 for the purpose of hearing testimony in favor of or in opposition to disposing of the aforementioned property; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they deem it in the best interests of Walla Walla County to declare said property as surplus and direct the Technology Services Department Director to dispose of the items as proposed.

*"Passed this **9th day of August, 2021** 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

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

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 3

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

**“Attachment A”**

<b>Name</b>	<b>AssetTag</b>	<b>Manufacturer</b>	<b>Type</b>	<b>Serial</b>	<b>Company</b>
FAI-MON	5055	NEC	Monitor	44193456GA	Fair
AUD-MON	5067	HP	Monitor		Auditor
monitor	5350	HP	Monitor	CN433313G8	Prosecuting Attorney
monitor	5373	HP	Monitor		Auditor
monitor	5416	HP	Monitor	CNC743P7BQ	Technology Services
CTS-MON	5460	HP	Monitor		Court Services
TS-MON	5481	HP	Monitor	CNC743P7BN	Technology Services
PRO-MON	5564	HP	Monitor	2ME1020021	Prosecuting Attorney
PRO-MON	5577	HP	Monitor	3CQ204B40V	Prosecuting Attorney
TS-MON	5660	HP	Monitor	CN432514DP	Technology Services
monitor	5732	HP	Monitor	CN43460JNY	Prosecuting Attorney
projector	5920	Viewsonic	Projector		Technology Services
Infocus projector	64-1799	Infocus	Projector		Technology Services
EMD-MON	64-3462	HP	Monitor	CN41470PHK	Emergency Management
EMD-MON	64-3467	HP	Monitor	CN41470P3R	Emergency Management
EMD-MON	64-3468	HP	Monitor	CN41470P4F	Emergency Management
MONITOR	64-4017	HP	Monitor		Auditor
AUD-MON	64-4018	HP	Monitor		Auditor
AUD-MON	64-4019	HP	Monitor		Auditor
AUD-MON	64-4433	HP	Monitor		Auditor
monitor	64-4839	AOC	Monitor		Prosecuting Attorney
ASR-MONITOR	64-4888	HP	Monitor		Assessor
ASR-MONITOR	64-4889	HP	Monitor		Assessor
ASR SCANNER	64-4890	CONTEX	Scanner		Assessor
EMD-MON	64-4900	HP	Monitor	CN41500J3L	Emergency Management
WSU-MON	69-3394	Dell Inc.	Monitor		Extension
envelope feeder in 64-1579	69-4356	HP	PrinterPART		Prosecuting Attorney
TS-Copier	64-3672	Cannon	Printer - MFP D	SLX68328	Technology Services
monitor	5597	HP	Monitor	CNK7380Y69	Technology Services
monitor	64-4514		Monitor		Health
monitor	64-4794	AOC	Monitor		Prosecuting Attorney
monitor	64-4800	AOC	Monitor		Prosecuting Attorney
CTS Monitor	6070	HP	Monitor	CN44420FJF	Court Services
DCO Printer	6522	HP	Monitor	6CM5441F14	District Court
portable printer	5458		Printer		Court Services
portable printer	5463		Printer		Court Services
printer	5420	Epson	Printer	LCJK076396	Technology Services
PA-printer	5584	HP	Printer		Prosecuting Attorney
PA-printer	5565	HP	Printer		Prosecuting Attorney
PA-printer	5585	HP	Printer		Prosecuting Attorney
PHD6415	6415	ASUS	Workstation	1.62441E+13	Health
JAI5539	5539	Dell Inc.	Laptop	24NZ3X1	Jail
CROSSMATCH-PC	5999	Dell Inc.	Workstation	G3YRFZ1	Jail
CROSSMATCH-JJC	6356	Dell Inc.	Laptop	JMF1P22	Court Services
EMD6567	6567	HP	Workstation	2UA6252YP7	Emergency Management

Name	AssetTag	Type	Manufacturer	Serial	Company
SHE5047	5047	Hewlett-Pack	Laptop	5CB2501T5Q	Sheriff
SHE5778	5778	Hewlett-Pack	Laptop	5CB3513C25	Sheriff
PRO64-4907	64-4907	Hewlett-Pack	Workstation	MXL2230ZSK	Prosecuting Attorney
AUD64-4909	64-4909	Hewlett-Pack	Workstation	MXL2230ZSL	Auditor
SCO5772	7022	HP	Workstation	2UA80117H1	Technology Services
PRO5793	5793	Hewlett-Pack	Workstation	MXL4140CFH	Prosecuting Attorney
PRO6008	5796	Hewlett-Pack	Workstation	MXL4140CFJ	Prosecuting Attorney
WSU6005	6005	Hewlett-Pack	Workstation	MXL432178D	Extension
AUD6036	6036	Hewlett-Pack	Workstation	MXL44410TQ	Auditor
AUD6037	6037	Hewlett-Pack	Workstation	MXL44410TR	Auditor
AUD6039	6039	Hewlett-Pack	Workstation	MXL44410TS	Auditor
AUD6040	6040	Hewlett-Pack	Workstation	MXL44410TT	Auditor
AUD6038	6038	Hewlett-Pack	Workstation	MXL44410TV	Auditor
CCO6309	6309	Hewlett-Pack	Workstation	MXL5071MGD	Clerk
CTS6303	6303	Hewlett-Pack	Workstation	MXL50723DW	Court Services
DCO6321	6321	Hewlett-Pack	Workstation	HP-MXL5081JYP	District Court
DCO6320	6320	Hewlett-Pack	Workstation	MXL5081JYQ	District Court
DCO6319	6319	Hewlett-Pack	Workstation	MXL5081JYR	District Court
DCO6318	6318	Hewlett-Pack	Workstation	MXL5081JYS	District Court
DCO6323	6323	Hewlett-Pack	Workstation	HP-MXL5081JYT	District Court
EMD6324	6324	Hewlett-Pack	Workstation	MXL520285L	Emergency Management
SHE6328	6328	Hewlett-Pack	Workstation	MXL5383B2Y	Sheriff
DCO6335	6335	HP	Workstation	MXL6060RYZ	District Court
PRO6552	6552	HP	Workstation	MXL6181BHC	Prosecuting Attorney
DOCIMAGE	64-4570	HP	Server	USE125NCRF	Technology Services
CTS	5040	HP	Server	USE249NPK5	Technology Services
VIRT06	64-4013	HP	Server	USE925N83J	Technology Services
emdsww.co.walla-walla.wa.us	64-3089	Cisco	Switch	CAT0832Z0E4	Emergency Management
HealthBasement_3550_2	64-3674	Cisco	Switch	CAT0841R0YQ	Emergency Medical Services
OSB_3550_1	64-3659	Cisco	Switch	CAT0841R0ZL	Maintenance
EM_3550_1	64-3219	Cisco	Switch	CAT0841R0ZX	Emergency Management
HealthBasement_2.co.walla-w	64-3674		Switch		Technology Services
NPI6154EC	64-1959	HP	Printer	JPGLB06972	Auditor
EMDPRT01	64-3432	HP	Printer	JPBF503063	Emergency Management
FRED	5749	Hewlett Pack	Printer		Technology Services
PRO6552	6552	HP	Workstation	MXL6181BHC	Prosecuting Attorney





**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

August 9<sup>th</sup>, 2021

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

Re: Technology Services Update

**Issues/Information for the Board.**

- List of current projects and activities:

<ul style="list-style-type: none"><li>▪ <b>Rubrik</b> – The new backup solution is in full production and fully configured</li></ul>
<ul style="list-style-type: none"><li>▪ <b>SPECOPS</b> – Password reset software – POC has begun</li><li>▪ Cached credential updating</li><li>▪ Sliding scale for password lengths vs. interval between changing passwords</li><li>▪ Password monitoring for breached password use</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Community Health Department</b></li><li>▪ DUO is in the final stages for CHD</li><li>▪ Difficulty getting remote workers in to the office</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Fairgrounds</b></li><li>▪ TS is in the process of porting their phone numbers so that we can add them to our phone system</li><li>▪ We have upgraded their firewall and switching to accommodate the new phones</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Superior Court @ the Fairgrounds</b></li><li>▪ Breakdown date is looking like the 25<sup>th</sup> of August, after hours so that Fair staff can begin rolling in exhibitors on the morning of the 26th</li></ul>
<ul style="list-style-type: none"><li>▪ <b>District Court</b></li><li>▪ Document conversion has begun with test samples being pulled to verify that the indexing is what DC staff expect</li></ul>
<ul style="list-style-type: none"><li>▪ <b>KnowBe4</b></li><li>▪ Tech Services will be starting the annual security training for all staff across the County</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Security</b></li><li>▪ We have been actively addressing security concerns around current media highlights</li></ul>

- We are still seeing a large uptick in tickets. With Public Works migration behind us we hope to drop the number of tickets and get us caught up.

## Components (Main infrastructure)

### Security – Continues to be our #1 Security Concern

- Phishing and County awareness
  - In our last Phishing campaign we caught 33 people, 74 people reported using the “phish alert” button

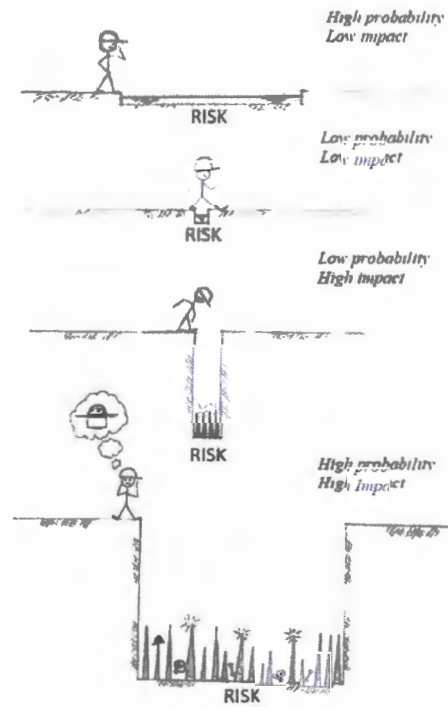
### Hardware

- This is a slower than expected process as many of the PW staff are in the field this time of year
- We have new hardware for the Clerk, Superior and District Court

## Other Projects

- **OnBase**
  - Server updates, conversion
- **Contracts**
  - Central Square – The contract has been received
  - Misc. CHD contracts
- **Inventory**
  - TS is requesting a public hearing to surplus old, outdate and non-functional computers
  - TS is actively reviewing hardware assets across Departments for inventory assets to complete preliminary budget
- **Public Record Requests Last 2 Weeks**
  - 12 = Requests received
  - 8 = Forwarded to departments
  - 12 = Completed
  - 8 = Pending review
  - 0 = Pending Closure
  - 2 = Litigation hold
  - 1 = Pending 3<sup>rd</sup> party notice
  - 25 = Open
  - YTD = 183
  - LYTD = 135

Some of these are waiting for legal review or guidance, or response by other departments
- **Service Desk Issues Last 2 Weeks**
  - 1707 = LYTD
  - 1882 := Requests received since January 1st
  - 138 = Opened in the last 2 weeks
  - 132 = Closed in the last 2 weeks
  - 51 = Total open or outstanding



### Definitions

ESG – Email Security Gateway

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 FACILITIES MAINTENANCE DEPARTMENT**

**Robert Henry**

- a) Department update and miscellaneous

# Walla Walla County Facilities Department

317 W Main St, Walla Walla, WA 99362

Update August 8<sup>th</sup> 2021

## Maintenance:

- Continued work on the door locks inside the courthouse to complete the conversion to electronic locks.
- Work has begun on Jail ceilings to patch holes made for access to utilities and add access hatches where needed for future access.

## Custodial

- Custodial cleaning with a focus on disinfecting has continued throughout the county.

## Grounds

- Continued with irrigation repairs around the courthouse and on the irrigation pump.

## Facilities:

- Continued work with McKinstry on electrical room design, and preparation of the future electric room space for construction. Final Generator location has been chosen and preliminary panel location and electrical diagrams have been given to the county.
- Asbestos Abatement and survey have both been completed in the courthouse future IT space, no presence of asbestos has been found.

**11:00 DEPARTMENT OF COMMUNITY HEALTH/  
BOARD OF HEALTH**

**Dr. Kaminsky  
Nancy Wenzel**

a) COVID-19 update and miscellaneous

**11:15 COUNTY COMMISSIONERS**

- a) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)) to complete employee personnel evaluation
- b) Miscellaneous business to come before the Board

**11:30 RECESS**

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
  - 1) Proposal 2021 08-09 HR/RM-1 Approval of Memorandum of Agreement regarding Department of Court Services Detention Employees – Overtime
  - 2) Revised job description approval form – Personal Property Specialist for the Assessor’s Office
  - 3) Revised job description approval form – Exemption Specialist for the Assessor’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))



**1:45 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))

**2:30 COUNTY COMMISSIONERS**

- a) Workshop re: Body Worn Cameras for Sheriff's Office
- b) Possible discussion/action re request for American Rescue Plan Act (ARPA) funds
- c) Miscellaneous or unfinished business to come before the Board

**- A D J O U R N -**

*Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.*

*Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.*