

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, DECEMBER 21, 2020**

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

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

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

**10:00 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)

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

- e) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review warrant list
- f) **Public Hearings:**
  - 1) To consider adoption of the 2021 Walla Walla County Budget (continued from December 7 and 14, 2020)
  - 2) To consider amendments to the 2020 Walla Walla County Budget

## COUNTY COMMISSIONERS (continued)

### **g) Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Adopting the Final Budget for Fiscal year 2021 for the various County funds
- 2) Resolution \_\_\_\_\_ - Amendments to the 2020 Walla Walla County Budget

### **h) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for December 14 and 15, 2021
- 2) Resolution \_\_\_\_\_ - Approving an Agreement with Washington State Office of Public Defense
- 3) Payroll action and other forms requiring Board approval

### **g) Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Approving an Intergovernmental Service Agreement for medical examiner services between Snohomish County and Walla Walla County
- 2) Authorize the City of Walla Walla on behalf of WESCOM to purchase upgrades to WESCOM Public Safety Radio System and remote site addition
- 3) Proposal 2020 12-21 CORR  
Approval to purchase CPI/Guardian property and evidence packaging system for Corrections

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

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

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

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

IN THE MATTER OF  
APPROVING AN AGREEMENT  
WITH WASHINGTON STATE  
OFFICE OF PUBLIC DEFENSE

}

RESOLUTION NO. **20**

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

**WHEREAS**, the Washington State Office of Public Defense (OPD) administers funds provided to Washington state counties for the purpose of improving the quality of public defense services in those counties, provided pursuant to RCW 10.101; and

**WHEREAS**, OPD has provided Agreement ICA21036 to Walla Walla County for 2020 funds to be provided to the county in the amount of \$58,030 (fifty eight thousand thirty dollars); and

**WHEREAS**, the Prosecuting Attorney and Risk Manager have reviewed said Agreement; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve Agreement ICA21036 between the Washington State Office of Public Defense and Walla Walla County, and that the chair shall sign the Face Sheet of the Agreement for the County as recipient.

Passed this 21<sup>st</sup> day of **December, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

Attest:

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

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

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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



Internet Email: [opd@opd.wa.gov](mailto:opd@opd.wa.gov)

**WASHINGTON STATE  
OFFICE OF PUBLIC DEFENSE**

(360) 586-3164  
FAX (360) 586-8165

December 4, 2020

Diane Harris  
Clerk of the Board  
Walla Walla County Board of Commissioners  
PO Box 1506  
Walla Walla, WA 99362

Re: Chapter 10.101 RCW Application for Public Defense Grant Funds

Dear Ms. Harris:

The Washington State Office of Public Defense (OPD) is pleased to announce the award of RCW 10.101.070 Public Defense Grant funds to Walla Walla County. The award is \$58,030.00 for use in calendar year 2021.

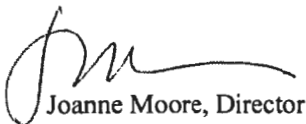
Enclosed is a short Interagency Agreement for your review and signature by an authorized representative of Walla Walla County. The signed Interagency Agreement should be returned by email or postal mail to OPD by January 1, 2021. A conformed copy will be sent to you for your records. A copy of OPD's policy on authorized uses is enclosed.

The funds will be provided by paper check and mailed to you in early January 2021. The check will be issued to the entity corresponding to the Statewide Vendor Number that you provided in your application earlier this year, **SWV0003171-08**. If you want the check issued under a different Statewide Vendor Number, or if you want the check mailed to a different person or office, please let us know. If Walla Walla County uses state BARS coding, these grant funds should be received under BARS revenue code 336.01.28.

Chapter 10.101 RCW requires counties awarded funds to demonstrate that they are either meeting the public defense standards referenced in RCW 10.101.030, or that the funds received are used to make appreciable demonstrable improvements in the delivery of public defense services.

We look forward to working with you and hope to visit your program during the year. If you have any questions, please feel free to contact Katrin Johnson at (360) 586-3164 ext. 108.

Sincerely,

  
Joanne Moore, Director

cc: Presiding Superior Court Judge M. Scott Wolfram  
Presiding District Court Judge Kristian E. Hedine

Enclosures

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p><b>1. Recipient –RCW 10.101.070 Funds</b>                  Walla Walla County                  PO Box 1506                  Walla Walla, WA 99362</p>	<p><b>2. Recipient Representative</b>                  Diane Harris                  Clerk of the Board                  Walla Walla County Commissioners                  PO Box 1506                  Walla Walla, WA 99362</p>
<p><b>3. Office of Public Defense (OPD)</b>                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>	<p><b>4. OPD Representative</b>                  Sophia Byrd McSherry                  Deputy Director                  Office of Public Defense                  711 Capitol Way South, Suite 106                  PO Box 40957                  Olympia, WA 98504-0957</p>
<p><b>5. Distribution Amount</b>                  \$58,030.00</p>	<p><b>6. Use Period</b>                  January 1, 2021 through December 31, 2021</p>
<p><b>7. Purpose</b>                  Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.</p>	
<p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2021 and end December 31, 2021. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p><b>FOR THE RECIPIENT</b></p> <p>_____</p> <p>Name, Title</p> <p>_____</p> <p>Date</p>	<p><b>FOR OPD</b></p> <p>_____</p> <p>Sophia Byrd McSherry, Deputy Director</p> <p>_____</p> <p>Date</p>

## **SPECIAL TERMS AND CONDITIONS**

### **1. AGREEMENT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

### **2. DISTRIBUTION AMOUNT**

The Distribution Amount is **fifty-eight thousand thirty** and 00/100 Dollars (\$58,030.00) to be used for the purpose(s) described in the USE OF FUNDS below.

### **3. PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)**

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for technology systems or administrative equipment intended for county administrative staff, court staff or judicial officers.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

### **4. USE OF FUNDS**

- a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
- b. Recipient agrees to use the funds for the following purpose(s):
  - i. Add investigator services,
  - ii. Add expert services,
  - iii. Increase public defense attorney compensation,
  - iv. Provide public defense services at preliminary appearance calendars, and
  - v. Provide interpreter services for attorney-client interviews and communications.
- c. Recipient agrees to use the funds in calendar year 2021. If Recipient is unable to use the funds in 2021, the Recipient agrees to notify OPD to determine what action needs to be taken.
- d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

### **5. OVERSIGHT**

Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and county representatives.

### **6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and court rules
- b. Special Terms and Conditions
- c. General Terms and Conditions

## GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

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

2. **AMENDMENTS**

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

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

The Recipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.



13. **RECORDS MAINTENANCE**

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **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 that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

## WASHINGTON STATE OFFICE OF PUBLIC DEFENSE COUNTY/CITY USE OF STATE PUBLIC DEFENSE FUNDING

State funds disbursed to counties and cities pursuant to Chapter 10.101 RCW cannot be used to supplant local funds that were being spent on public defense services prior to the initial disbursement of state funds. State funds must be spent to improve the quality of legal representation directly received by indigent defendants. Following are guidelines regarding permitted use of state public defense funds.

### **1. State public defense funding under Chapter 10.101 RCW *may* be used in the following ways:**

- a) Additional investigator services
- b) Additional expert services
- c) Establishing a public defense agency within the local government structure
- d) Professional evaluation of attorney performance by a public defense expert
- e) An attorney coordinator to provide oversight for local public defense services such as, but not limited to, contract management, review of attorney case/time reports, handling client complaints, approving invoices for non-attorney services and coordinating with other local government offices
- f) Increase in public defense attorney compensation
- g) Provision of public defense services at first appearance calendars (or increase of first appearance services if public defenders are already provided)
- h) Addition of more attorneys to lower public defense caseloads
- i) Addition of social worker services to assist public defense attorneys
- j) Direct training costs to train public defense attorneys
- k) Evaluations of defendants for sentencing options, such as drug evaluations, SSOSA, DOSA
- l) Provision of interpreter services for attorney-client interviews and communication (but in-court interpreter appointments required under Chapter 2.43 RCW are not an approved use of funds)
- m) Equipment or services to ensure safe, continuity of representation due to COVID-19 or other officially declared emergencies or disasters. Examples include personal protective equipment for defense attorneys and clients (masks, gloves, face shields, etc.) and technology for attorneys to communicate remotely with clients and participate in remote or in-person court proceedings (subscriptions for video conferencing services, devices to facilitate confidential attorney-client conversations in court, etc.).
- n) Subject to approval by OPD, applicants may request funds for other uses that improve public defense services and are supported by the WSBA Standards for Indigent Defense Services.

### **2. State public defense funding under Chapter 10.101 RCW *may not* be used in the following ways:**

- a) Supplanting county or city funds used for public defense services prior to the initial disbursement of state funds to the county or city
- b) Billing or other administrative costs incurred by the county or city in administering the public defense program
- c) Indigency screening
- d) County, city or court technology systems or administrative equipment not exclusively used for public defense services
- e) County or city attorney time, including advice on public defense contracting, except as provided in Section 1(d) above.

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

a) **Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Adopting the 2021 Business Plan for Public Works
- 2) Resolution \_\_\_\_\_ - Adopting the Walla Walla County Public Works Equipment Rental and Revolving (ER&R) Policy and Procedures

b) Department update and miscellaneous

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



To: Board of County Commissioners

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

Date: 16 December 2020

Re: Director's Report for the Week of 14 December 2020

**Board Action: 21 December 2020**

**Resolutions:**

**In the Matter of Adopting the Walla Walla County Public Works Equipment Rental and Revolving Fund (ER&R) Policy and Procedures**

**In the Matter of Adopting the Walla Walla County Public Works Business Plan for 2021**

**ENGINEERING:**

- Wallula Ave./Gose Street Roundabout: Working on project design.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Working on right of way acquisition.
- Dell Sharpe Bridge: Consultant is preparing to begin geotechnical investigation.
- Seven Mile Bridge: Consultant is working on survey.
- Peppers Bridge Road: Beginning right of way process.
- Arch Bridge: Consultant Contract is to be signed December 28 by the BOCC.
- PL-8499 Mill Creek Rehabilitation: Contractor is working on levee rehabilitation. Scheduled to have work done by late February 2021.

**MAINTENANCE/FLEET MANAGEMENT:**

- Crews working on routine maintenance.
- Sheriff Patrol vehicle arrived Monday.
- Garage working on routine maintenance.

**ADMINISTRATION:**

- Working on department-wide 2021 Initial Counseling documents.
- Attended the Mill Creek PL-8499 pre-construction meeting with the Corps of Engineers and TDX (contractor).  
Work started this week and is expected to be done by late February 2021.
- Attended a Mill Creek Coalition Meeting with the Corps of Engineers to discuss the progress of the GI Study.
- Working on our end-of-year County Road Administration Board (CRAB) reporting – Due 31 December.
- Two staff members assisting with Contact Tracing/Case Tracking for the Community Health Department.
- Continue to follow our Phase 2 COVID-19 Standard Operating Procedures (SOP) to help us maintain a safe work environment as we navigate these uncertain times.

10:30

**COMMUNITY DEVELOPMENT DEPARTMENT**

**Lauren Prentice**

- a) Presentation re: 2021 Walla Walla County Comprehensive Plan and Development Regulations annual amendment process
- b) Discussion and direction regarding the 2021 Walla Walla County Comprehensive Plan and Development Regulations annual amendment process
- c) **Action Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Establishing the time frame and criteria for acceptance of applications for amendments to the Walla Walla County Comprehensive Plan and Development Regulations
- d) Department update and miscellaneous



# Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

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To: Board of County Commissioners  
From: Lauren Prentice, Director  
Date Prepared: December 16, 2020  
Agenda Date: December 21, 2020  
RE: 2021 Annual Amendment Cycle – Recommended Schedule and Review Types

## **Intent**

Provide a recommendation to the Board of County Commissioners regarding the types of reviews and general schedule for the 2021 Comprehensive Plan and Development Regulations Annual Amendment Cycle, as required by Walla Walla County Code (WWCC) 14.10.015(B) and WWCC 14.15.015(B).

## **Attachments**

- A. *WWCC Section 14.10.015 – General Procedures – Review schedule and types of annual reviews (Comprehensive Plan); and WWCC Section 14.15.015 – General Procedures – Review schedule (development regulations).*

## **Recommendation**

The 2021 Annual Amendment Cycle must open with a resolution signed by the Board of County Commissioners by December 31, 2020. Staff recommends that the Board consider the recommendations contained herein, and adopt a resolution setting the types of reviews and general schedule for the 2021 cycle, as follows.

## **Recommended General Schedule**

The following general schedule is recommended based on previous cycles. A more detailed schedule can be developed after the application deadline closes and after the Board has determined whether the County will include any amendment proposals on the 2021 docket.

Application Deadline:	March 31, 2021
Preliminary Docket Review:	April – June 2021
Final Docket Review	July – August 2021

## **Types of Review**

Staff recommends that the Board allow for the types of amendment applications listed in both WWCC 14.10.015(C) and WWCC 14.10.015(D). This would mean that the County would accept all types of Development Regulations and Comprehensive Plan amendment applications, except for Urban Growth Area (UGA) amendments, which cannot be considered more than once every five years (WWCC 14.10.015(E)).

Applications submitted for the 2021 Preliminary Docket are not guaranteed to be placed on the Final Docket. The Board must find that there is a perceived need, appropriateness, and urgency to place each amendment application on the Final Docket (WWCC 14.10.060). The Planning Commission will conduct their Preliminary Docket review and then forward a recommended Final Docket to the Board.

### **Background/Summary**

The Growth Management Act (GMA), at RCW 36.70A.130(1), directs that: "Each comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the county or city that adopted them." RCW 36.70A.470 requires that the County include a procedure for any interested person (including staff of other agencies) to suggest amendments to the comprehensive plan or development regulations, and that the amendments must be docketed and considered on at least an annual basis.

### **Comprehensive Plan**

WWCC Chapter 14.10 sets forth the procedures and review criteria for updating, amending, or revising the Walla Walla County Comprehensive Plan. An update was completed in 2019. As stated in WWCC 14.10.010, "Amendments to the comprehensive plan are the means by which the county may modify its twenty-year plan in response to changing county needs or circumstances. All amendments will be reviewed in accordance with the Growth Management Act (GMA) and other applicable state laws, the adopted Walla Walla County Comprehensive Plan, and the county-wide planning policies." Pursuant to RCW 36.70A.130(2), amendments must be considered not more than once per year (except as provided in Section 14.10.030).

### **Development Regulations**

Pursuant to WWCC 14.15.015 the Board of County Commissioners consider Development Regulations amendments once per year. "Development regulations are the controls placed on development or land use activities, including, but not limited to, Title 16 Subdivisions, Title 17 Zoning, Title 18 Environment, the Walla Walla County Shoreline Master Program, and any other official controls required to implement the comprehensive plan. *WWCC 14.15.010.*"

### **Purpose**

Compliance with the requirements of Chapter 14.10 and 14.15 Growth Management Act (GMA) as described above.

### **Alternative(s)**

1. No annual amendment cycle in 2021. This would be inconsistent with Walla Walla County Code (WWCC) Chapters 14.10 and 14.15, and State law.

### **Cost**

Cost will match or exceed revenue, depending on the complexity, number, and type of applications received.





## Attachment A

### *14.10.015 - General procedures—Review schedule and types of annual reviews.*

- A. The Walla Walla County Comprehensive Plan shall be amended pursuant to this chapter, whereby, in compliance with RCW 36.70A.130(2), amendments are considered by the board of county commissioners no more frequently than once a year except as provided in Section 14.10.030.
- B. Review Schedule. Prior to December 1st of each year the director of community development shall submit to the board of county commissioners a recommendation specifying the type of review(s) to be conducted in the following year and a general schedule of the review process. After consideration of the director's recommendation the board of county commissioners shall adopt a resolution prior to December 31st specifying the type of review(s) to be conducted in the following year and a general schedule of the review process.
- C. Annual Review. Every year, the Board may limit its review to consideration of only the following proposed Comprehensive Plan amendments:
  - 1. Technical amendments to correct errors in policies or text; and
  - 2. Technical amendments to correct mapping errors that do not require interpretation of the criteria for the various land use designations; and
  - 3. Text or policy changes to resolve inconsistencies or unnecessary duplication among policies; and
  - 4. Changes to comprehensive plan appendices; and
  - 5. Site-specific land use map amendments that do not require substantive changes to existing policy language and that do not alter the urban growth area boundary except to correct a mapping error as provided in Section 14.10.015(C) (2); and
  - 6. Changes required by amendments to countywide planning policies; and
  - 7. Other amendments placed on the final docket by the board of county commissioners.
- D. Biennial Review. Every odd-number year, the Board may limit its review to consideration of only the following proposed Comprehensive Plan amendments:
  - 1. Annual review amendments as provided in Section 14.10.015(C); and
  - 2. Updates to a subarea plan; and
  - 3. County proposed substantive changes to existing text or policy language including the introduction of new text or policy language; and
  - 4. Non-county proposed substantive changes to existing text or policy language necessary due to the demonstrated consequences of adopted text or policy language not anticipated or contemplated when the text or policy language was last adopted; and
  - 5. Land use map changes related to a proposed text or policy as provided in Sections 14.10.015D.3 and 14.10.015D.4; and
  - 6. Land use map changes necessary due to changed conditions on the subject property or its surrounding area not anticipated or contemplated when the land use map designation for the property was last adopted. "Changed conditions" do not include actions taken by the current or former property owners to facilitate a more intense development of the property.

- E. Optional Urban Growth Area Review. Once every five years the comprehensive plan policies and map of one or more urban growth areas may be amended.
- F. Mandatory Update. Once every seven years the comprehensive plan shall be updated in accordance with the requirements of the Growth Management Act.
- G. Mandatory Urban Growth Areas Review. At least once every ten years the urban growth areas in the Comprehensive Plan shall be reviewed in accordance with the requirements of the Growth Management Act.

14.15.015 - General procedures—Review schedule.

- A. The board of county commissioners shall consider amendments to the Walla Walla County development regulations once a year pursuant to the provisions of this chapter.
- B. Review Schedule. Prior to December 1st of each year the director shall submit a recommendation to the board of county commissioners specifying a general schedule of the review process for the following year. After consideration of the director's recommendation the board of county commissioners shall adopt a resolution prior to December 31st specifying a general schedule of the review process for the following year.



# Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

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To: Board of County Commissioners  
From: Lauren Prentice, Director  
Date Prepared: December 16, 2020  
Agenda Date: December 21, 2020  
RE: Department Update

## ***Building Permit Applications***

Approximately 50 building permit applications are currently open: this includes those actively under review as well as those on hold pending re-submittals by the applicant, and those under second review.

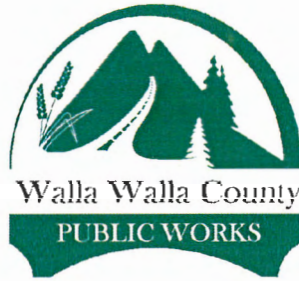
## ***Miscellaneous Updates and Meetings***

- B20-0485 – Dollar General building permit application for Burbank Business Park. On December 15, 2020, building staff notified the applicant and the Port of Walla Walla that resubmittals are required to address comments from our building Contract Reviewer and the Public Works Department. See enclosed.
- The Hearing Examiner conducted a public hearing on Monday, December 12, 2020 regarding the preliminary plat application by The Vines at Doubleback. This is a 20-lot cluster subdivision on Powerline Road, south of Cottonwood Creek. At the public hearing the applicant asked the Hearing Examiner to consider granting a ‘variance’ waiving the requirement in WWCC 17.31.060(R) that there is a 50-foot agricultural buffer on the residential lots adjacent to the resource parcel; dwellings are not permitted within this buffer but accessory residential uses are allowed. This is one of the development standards for all cluster developments. The Hearing Examiner will be considering this; however, he may not have the authority to waive/reduce this requirement. The Hearing Examiner asked the applicant whether without the ‘variance’ the proposed lots will be ‘saleable’, and the applicant confirmed that they would be. He also asked them if they wanted him to leave the record open so they could submit more information about this late request; they did not. Decision expected around the end of the month.
- A Special Planning Commission meeting was held on December 14, 2020. There were two public hearings, for sign code amendments (ZCA20-002) and Basel Cellars application (ZCA20-001), and one workshop on BERRI/David Dressler’s revised application (ZCA18-002).
  - a. The Planning Commission recommended (unanimously) that the sign code amendments (ZCA20-002) be approved with one modification: removal of language that would have limited motion on electronic message center signs.
  - b. The Planning Commission recommended (4-3) that the Basel Cellars application (ZCA20-001) to amend the code to make Type 3 Wineries (and Country Inns) an allowed use in the Rural Residential zoning district.
- The next Planning Commission meeting will be Wednesday, January 6, 2021. Tentative agenda for this meeting includes:
  - a. Final Docket Public Hearing for ZCA18-002, revised application by David Dressler/BERRI to amend the code to allow ‘Organic Waste Processing Facilities’ to be located in the Light Industrial zoning district.
  - b. Update/workshop on Burbank residential density project

c. Elections of 2021 Chair and Vice Chair

***Public Notices Published (with open comment periods)***

- 12/18/2020 *Notice of Public Hearing* for ZCA20-002 – Proposed sign code amendments. BOCC Public Hearing at 11:00 AM on Monday, December 28.
- 12/7/2020 *Notice of Application/ODNS* for SUB20-007/CAP20-021/SEPA20-020 – Curcio Farms, LLC. 2-lot cluster short plat between Touchet North Road and Conrad Road in the PA-40 district. Comments due on 12/21/2020.
- 12/7/2020 *Notice of Application/ODNS* for SUB20-010 – Preliminary Plat for Whisper Rock, Charles and Catherine Konen. Preliminary plat application; the proposed long plat is a 5-lot cluster subdivision west of Beet Road and south of Frog Hollow Road in the AR-10 district. Comments due on 12/21/2020.



Date: December 15, 2020  
Subject: B20-0485  
Contact: Joy Bader, Public Works Tech IV  
[jbader@wwcountyroads.com](mailto:jbader@wwcountyroads.com)  
(509) 524-2733

1. Revise sheet C005 Key Note 5, Grinding of existing curb and gutter is not permitted. New driveway shall comply with Walla Walla County Road Design Standards DW—06.

2. The site will disturb > 1 acre (per note 8 on page c101). 1 acre of disturbance triggers compliance with the requirements of Eastern Washington Phase II Municipal Stormwater Permit.

- Obtain coverage under the Washington State Department of Ecology’s Construction Stormwater General Permit.
- A civil engineer licensed to practice in the State of Washington shall submit a Stormwater Site Plan, prepared in accordance with Chapter 3 of the Stormwater Management Manual for Eastern Washington (2019). Stormwater site plan shall include:
  - Calculations sizing the facilities; facilities shall be sized to accept the full twenty-five-year post-development stormwater discharge of all contributing areas. All stormwater management designs shall address management of stormwaters in excess of the twenty-five-year storm.
  - All new development projects that create more than five thousand square feet of pollutant-generating impervious area shall include basic runoff treatment facilities. Treatment facilities shall be selected, sized, designed, constructed, operated, and maintained in accordance with Chapters 2, 4, and 5 of the Stormwater Management Manual for Eastern Washington.
  - Submit a Best Management Practices (BMP) operation and maintenance (O & M) plan that is prepared in accordance with Chapters 5 and 6 of the Stormwater Management Manual for Eastern Washington. The O & M plan shall address all proposed stormwater facilities and BMPs, and identify the party or parties responsible for maintenance and operation. A copy of the O & M plan shall be retained onsite or within reasonable access to the site, and shall be transferred with the property to a new owner. Structural BMPs shall be inspected annually. In lieu of providing continued access to private BMPs, private property owners may submit to the county engineer annual certification by a qualified third party that adequate maintenance has been performed and the facilities are operating as designed to protect water quality.



December 9, 2020

To: Bob Grandstaff, Walla Walla County Building Official  
From: Gary Lampella, NWCP Washington Manager ACO

SimonCre MDR V, LLC  
6900 E 2<sup>nd</sup> Street  
Scottsdale, AZ 85251

**Project Information – New Dollar General**

---

**Address:** Fifth & Poplar St.

**Permit:** B20-0485

**Occupancy:** M

**Construction Type:** IIB

**Building Area:** 9,100 Sq. Ft.

**Sprinklers:** No

**Stories:** 1

Northwest Code Professionals has completed our plan review of the above referenced project. We are unable to approve the plans at this time. Please provide the following information so we may complete our review.

This review was performed using the following documents:

- 2015 International Building Code (IBC) with statewide amendments
  - 2015 International Fire Code (IFC) with statewide amendments
  - 2015 International Mechanical Code (IMC) with statewide amendments
  - 2015 Uniform Plumbing Code (UPC) with statewide amendments
  - 2018 Washington State energy Code (WSEC)
  - ICC A117.1-2009 Accessible Buildings and Facilities
1. Please provide the information on the Special Inspection agency that will be performing the special inspections identified on the structural drawing Sheet S01. This agency shall be approved by the Walla Walls County Building Official. IBC Chapter 17
  2. Please provide documentation that the required 2,000 gallon per minute fire flow is available to the site. IFC Section B105.2 and Tables B105.2 and B105.1(2)

3. A minimum of 2 fire hydrants are required for this building. We can locate only one existing hydrant on the Site Plan C101 and Utility Plan C121. A minimum of two (2) hydrants are required and spaced a maximum of 450 apart. Additionally, hydrants shall be located no further than 225 feet from a street or road frontage. Please provide this information on the site plan. IFC Table C102.1
4. Please contact the Burbank Fire Chief Mike Wickstrom for the required Fire Apparatus Access Roads as required by IFC Appendix D.
5. If there has been a geotechnical investigation performed for this site, please submit the report as required by IBC Section 1803.5.11.
6. At least one accessible route to the public way is required from this site. We cannot locate it on any of the site or civil drawings. IBC Section 1104.1
7. Will this project be supplied with natural gas or will it utilize a propane tank? Notes on the plans indicate both natural gas by a utility and a propane tank. If natural gas, show the meter location, or if propane, see Comment #6.
8. Sheet P1 refers you to the site plan for the location of the propane tank. We are unable to locate this on the site plan or civil drawings. Please direct us to the sheet that has this information or revise the site plan to show its location. Also, show the protection from vehicular traffic or other hazards, signage and distance to the building. IFC Chapter 61 and Table 6104.3
9. It is unclear whether all of the roof edges shown on Elevation sheet A02 exceed 16 feet in height. If no point of the roof is 16 feet in height or less, permanent roof access to the rooftop mechanical units will be required. We can find no roof access drawings on the plans. Please clarify. IMC Section 306.5.
10. Emergency Responder Radio Coverage is required for all new buildings by IFC Section 510. The building official and fire chief shall determine the applicability of this coverage. Please consult with them on this and revise the plans as necessary.

If you have any questions or concerns, please do not hesitate to contact me.

Yours in Building Safety



Gary Lampella, Plans Examiner/Building Official

[garyl@nwcodepros.com](mailto:garyl@nwcodepros.com)

541-554-1688

c. Robert Grandstaff, Walla Walla County

9202 W GAGE BLVD K204 | KENNEWICK WA 99336 | WWW.NWCODEPROS.COM O: 541-484-9043  
or 800-358-8034 | F: 541-484-6859

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Approval of an Agreement with Washington State Military Department for Homeland Security Funding (E21-149)
- 2) Authority to execute 2021 Quotation (Q47849) for annual review of Everbridge Emergency Notification System contract

**b) Action Agenda Items:**

- 1) Proposal 2020 12-21 EMD Approval for extending Temporary Assistant position through June 30, 2021

**c) Department update and miscellaneous**



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

IN THE MATTER OF APPROVAL OF  
AN AGREEMENT WITH  
WASHINGTON STATE MILITARY  
DEPARTMENT FOR HOMELAND  
SECURITY FUNDING (E21-149)



**RESOLUTION NO. 20**

**WHEREAS**, the U.S. Department of Homeland Security and the Washington State Military Department Emergency Management Division have offered to provide funding to Walla Walla County Emergency Management Department in the amount of \$34,116; and

**WHEREAS**, the funding is pass-through dollars FFY20 for the county's emergency management program; and

**WHEREAS**, the reimbursement agreement is authorized to be used for salaries and goods and services; and

**WHEREAS**, Liz Jessee, Walla Walla County Emergency Management Director, is authorized to sign agreements with said entities, and Liz Jessee and Patrick Purcell are authorized to request reimbursements from these entities, on behalf of Walla Walla County; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that said agreement and reimbursement authority be approved.

*Passed this 21<sup>st</sup> day of December, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

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

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

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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



# Walla Walla County

## Emergency Management Department

27 N. 2<sup>nd</sup> Avenue  
Walla Walla, Washington 99362  
Phone: (509) 524-2900 • Fax: (509) 524-2910  
www.wwemd.info

**LIZ JESSEE**

Director

**PATRICK PURCELL**

Coordinator

## Memo

**To:** Board of Walla Walla County Commissioners  
**From:** Liz Jessee  
**Date:** December 8, 2020  
**Re:** Emergency Management Performance Grant Funding

---

I am requesting your authorization to sign a contract with Washington State Military Department Emergency Management Division to receive Federal Fiscal Year 2020 Emergency Management Performance Grant (EMPG) funds totaling \$34,116.

These funds come from the U.S. Department of Homeland Security through the State Emergency Management Division for the County to support and enhance the local emergency management program as described in the grant contract work plan. Funds are used for Rent for Space and Salaries & Benefits.

This is a reimbursement grant which we receive annually.

Sincerely,

/s/

LIZ JESSEE

Director, Emergency Management

**Washington State Military Department  
EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Walla Walla, County of Emergency Management (EM) 27 N 2nd Ave Walla Walla, WA 99362-1801</b>		2. Grant Agreement Amount: <b>\$34,116</b>		3. Grant Agreement Number: <b>E21-149</b>							
4. Subrecipient Contact, phone/email: <b>Liz Jessee, 509-524-2900 ljesssee@co.walla-walla.wa.us</b>		5. Grant Agreement Start Date: <b>June 1, 2020</b>		6. Grant Agreement End Date: <b>August 31, 2021</b>							
7. Department Contact, phone/email: <b>Michael Alston, 253-512-7083 michael.alston@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>144413135</b>		9. UBI # (state revenue): <b>363-006-535</b>							
10. Funding Authority: <b>Washington State Military Department (the "DEPARTMENT") and the U.S. Department of Homeland Security (DHS)</b>											
11. Federal Funding Identification #: <b>EMS-2020-EP-00002-S01</b>		12. Federal Award Date: <b>04/30/2020</b>		13. Assistance Listings # (formerly CFDA) & Title: <b>97.042 (20EMPG)</b>							
14. Total Federal Amount: <b>\$7,550,758</b>		15. Program Index # & OBJ/SUB-OBJ: <b>703PT NZ</b>		16. EIN: <b>91-6001381</b>							
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>16</b> (BY CONGRESSIONAL DISTRICT): <b>5</b>		18. Service Area by County(ies): <b>Walla Walla</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____							
20. Agreement Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency								
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER								
24. PURPOSE & DESCRIPTION: <b>The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant (20EMPG) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards through sustainment and enhancement of those programs as described in the Work Plan.</b> <b>The Department is the Recipient and Pass-through Entity of the 20EMPG DHS Award Letter for Grant No. EMS-2020-EP-00002-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b>											
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG Award Letter EMS-2020-EP-00002-S01 (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.											
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table border="0"> <tr> <td>1. <b>Applicable Federal and State Statutes and Regulations</b></td> <td>4. <b>Special Terms and Conditions</b></td> </tr> <tr> <td>2. <b>DHS/FEMA Award and program documents</b></td> <td>5. <b>General Terms and Conditions, and,</b></td> </tr> <tr> <td>3. <b>Work Plan, Timeline, and Budget</b></td> <td>6. <b>Other provisions of the Agreement incorporated by reference</b></td> </tr> </table>						1. <b>Applicable Federal and State Statutes and Regulations</b>	4. <b>Special Terms and Conditions</b>	2. <b>DHS/FEMA Award and program documents</b>	5. <b>General Terms and Conditions, and,</b>	3. <b>Work Plan, Timeline, and Budget</b>	6. <b>Other provisions of the Agreement incorporated by reference</b>
1. <b>Applicable Federal and State Statutes and Regulations</b>	4. <b>Special Terms and Conditions</b>										
2. <b>DHS/FEMA Award and program documents</b>	5. <b>General Terms and Conditions, and,</b>										
3. <b>Work Plan, Timeline, and Budget</b>	6. <b>Other provisions of the Agreement incorporated by reference</b>										
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.											
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:								
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department			_____ Signature Liz Jessee, Director Walla Walla County Emergency Management								
_____ Date			_____ Date								
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz 4/23/2020 Sr. Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date								



# Walla Walla County

## Emergency Management Department

27 N. 2<sup>nd</sup> Avenue  
Walla Walla, Washington 99362  
Phone: (509) 524-2900 • Fax: (509) 524-2910  
www.wwemd.info

**LIZ JESSEE**  
Director

**PATRICK PURCELL**  
Coordinator

## Memo

**To:** BOCC  
**From:** Liz Jessee, Director  
**Date:** December 10, 2020  
**Re:** Everbridge ENS Quotation

---

I am seeking permission from the Board of County Commissioner to sign the 2021 Quotation for annual renewal of our Everbridge Emergency Notification System contract. The Quotation has been reviewed by Jesse Nolte and he has indicated that it okay to proceed.

The cost for 2021 is \$23,833.87. Everbridge has changed their pricing to a per SMS (text message), per minute (phone call) pricing schedule, outlined in the quotation. which has slightly reduced our annual cost. The price for 2020 was \$24,300.02. Based on our usage for 2020, I would anticipate that there is no reason to expect we go above the amount given to us for use in 2021. For 2020 we have currently used only ¼ of the amount allotted for 2021.

Thank you for your time and consideration.



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1 818 230-9709  
fax: +1 818 230-9505

www.everbridge.com

## Quotation

### Prepared for:

Liz Jessee  
Walla Walla County, WA  
PO Box 478  
Walla Walla WA 99362-0216  
United States  
Ph: (509) 524-2902  
Fax:  
Email: ljesssee@co.walla-walla.wa.us

**Quote #:** Q-47849  
**Date:** 11/4/2020  
**Expires On:** 1/15/2021  
**Confidential**

**Salesperson:** Lindsay Rogers  
**Phone:** (818) 230-9585  
**Email:** lindsay.rogers@everbridge.com

### Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	1/25/2021
Contract End Date:	1/24/2022

### Contact Summary:

Household Count:	25,000
Employee Count:	1,000

Qty	Description	Price
1	Mass Notification Base	USD 16,333.85
65,750	Resident Connection – Annual Update	USD 5,000.02
1	Everbridge Community Engagement	USD 2,500.00
1	Calculated Set Up Fee	USD 0.00

### Pricing Summary:

Year One Fees:	USD 23,833.87
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 23,833.87</b>

### Messaging Credit Amount:

Year One Credit:	4,000,000
------------------	-----------

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. By signing this Quote you represent that you read, understand and agree that the Exhibit A to the current service agreement executed between Everbridge Inc. and the customer listed above shall be deleted and replaced in its entirety with the Exhibit A included with this Quotation.
3. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes above, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

**Authorized by Everbridge:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**To accept this quote, sign, date and return:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

155 North Lake Avenue, Suite 900  
 Pasadena, CA 91101 USA  
 Tel: +1-818-230-9700  
 Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

**EXHIBIT A**  
**Additional Business Terms**

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**If Client Is Ordering Nixle® Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions or www.nixle.com for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget or a Nixle branded website is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

**If Client Is Ordering Everbridge Suite or Nixle® Branded Products:**

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.
2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:
  - SMS Text messages:
    - For messages that contain only GSM characters, each 153 characters or portion thereof.
    - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
    - GSM characters include only characters in the GSM 7-bit default alphabet.
    - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
  - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
  - TTY: One minute per TTY message.
  - Fax: Per page transmitted.
3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.
4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.
5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf>.

6. **Resident Connection Data.** If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.
7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.
8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at <https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf>, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

#### **Non-Emergency Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with applicable consumer protection laws, including in the United States, the Telephone Consumer Protection Act of 1991, including its implementing regulations, and in the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mma.global.com/policies/code-of-conduct>.





**SYSTEM INCLUSION**

**EVERBRIDGE MESSAGING CREDITS**

For the Critical Event Management, Mass Notification, Safety Connection, IT Alerting, Crisis Management and Community Engagement Solutions, Clients will have access to an annual allowance of Messaging Credits that can be used for Notifications. The specific number of Messaging Credits are included on the product Quote and are applied per Notification according to the table below.

Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If Client exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then Client shall pay for such overages and charges back to the date they were incurred.

Messaging Credits shall be calculated and consumed as follows:

Message Modality	Email	Push Notification	Pager	Voice	SMS Text	Conference Voice	TTY	FAX
Unit of Measure	per email sent	per mobile app notification	per pager message sent	per minute of the voice call	per SMS message	per minute of the voice call	per TTY message	per page sent
REGION 1: NORTH AMERICA	free	free	free	10	5	10	100	100
REGION 2: EUROPE	free	free	free	40	30	40	100	100
REGION 3: SOUTH AMERICA	free	free	free	190	40	190	100	100
REGION 4: AFRICA	free	free	free	400	50	400	100	100
REGION 5: ASIA	free	free	free	70	30	70	100	100
REGION 6: OCEANIA	free	free	free	100	40	100	100	100
REGION 7: MIDDLE EAST	free	free	free	170	30	170	100	100

A single Notification consists of:

- SMS Text:
  - For messages that contain only GSM characters, each 153 characters or portion thereof.
  - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
  - GSM characters include only characters in the GSM 7-bit default alphabet.
- Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: Per TTY call.
- Fax: Per page transmitted.

For example:

- SMS Notification (containing 100 GSM characters) sent to 100 contacts in the United States would consume 500 Messaging Credits (100 contacts \* 1 Notification/contact \* 5 Messaging Credits per US SMS message).
- Voice Notification (Each message = 30 seconds) sent to 500 contacts in France would consume 10,000 Messaging Credits (500 contacts \* 30 seconds = 250 minutes of calls \* 40 Messaging Credits per European Voice Call).
- SMS Notification (containing 200 GSM characters) sent to 250 contacts in India and 2000 contacts in the United States would consume 35,000 Messaging Credits (250 contacts \* 2 Notifications/contact \* 30 Messaging Credits per Asian SMS message = 15,000 Messaging Credits) + (2000 contacts \* 2 Notifications/contact \* 5 Messaging Credits per US SMS message = 20,000 Messaging Credits)

*System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days' prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.*

11:00

DEPARTMENT OF COMMUNITY HEALTH

a) **Action Agenda Items:**

- 1) Proposal 2020 12-21 DCH  
Approval to sign High Visibility  
Enforcement (HVE) Mobilizations  
Regional Grant Acknowledgement  
Form

b) COVID-19 update and miscellaneous

11:15

**HUMAN RESOURCES/RISK MANAGER**

**Shelly Peters**

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County

**11:30**

**COUNTY COMMISSIONERS**

- a) Miscellaneous business for the Board

**12:00**

**RECESS**

- a) 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))

- a) Miscellaneous business for the Board
- b) Possible executive session re:  
litigation or potential litigation  
(pursuant to RCW 42.30.110(i))

2:00

COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice

- a) Workshop re long-range planning projects and 2021 priorities

2:30

TECHNOLOGY SERVICES DEPARTMENT

Chad Goodhue

- a) Workshop re Technology Services projects

**- 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.*