

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, JUNE 15, 2020**

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

**Call in 1-408-418-9388 access code: 146 189 8272**

**Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=maf2532a14eceabbbfc6f65eca43323cc>**

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

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

**10:00**

**COUNTY COMMISSIONERS**

**Chairman Tompkins**

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

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

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

**e) Action Agenda Items:**

- 1) Review submitted Employee Payroll Action Forms
- 2) Review warrant list
- 3) Review travel warrant list

**f) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for June 8 and 9, 2020
- 2) Resolution \_\_\_\_\_ - Setting a date of public hearing to consider amendments to the 2020 Walla Walla County Budget
- 3) Resolution \_\_\_\_\_ - Approval of a contract amendment with Washington State Military Department for Energy Facility Site Evaluation Council (EFSEC) Funding (E20-007)
- 4) Resolution \_\_\_\_\_ - Approval of a contract with Washington State Military Department for Energy Facility Site Evaluation Council (EFSEC) Funds (E21-002)

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

IN THE MATTER OF APPROVAL  
OF A CONTRACT AMENDMENT  
WITH WASHINGTON STATE  
MILITARY DEPARTMENT FOR  
ENERGY FACILITY SITE  
EVALUATION COUNCIL (EFSEC)  
FUNDING (E20-007A)



**RESOLUTION NO. 20**

**WHEREAS**, Washington State Military Department Emergency Management Division and the Energy Facility Site Evaluation Council (EFSEC) have offered to provide additional funding to Walla Walla County Emergency Management Department for State Fiscal Year (SFY) 2020 in the amount of \$6,655, bringing the grant reimbursement amount to \$36,228; and

**WHEREAS**, the funding is pass-through dollars for the county's radiological emergency preparedness program relating to the Columbia Generating Station nuclear power plant; and

**WHEREAS**, the Board of County Commissioners approved contract and reimbursement authority for EFSEC SFY20 with Resolution No. 19 191; and

**WHEREAS**, Liz Jessee, Walla Walla County Emergency Management Director, is authorized to sign contracts 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 contract amendment and reimbursement authority be approved.

*Passed this 15<sup>th</sup> day of June, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Jill Munns, Assistant 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  
GRANT QUESTIONNAIRE

Date: 6/4/20

Office/Department: Emergency Management  
Contact Person: Liz Jessee

- 1) Name of Grant/Program Energy Facility Site Evaluation Council (EFSEC)
- 2) New Grant                       Renewing Grant                       Term (# of years) 1  
This is an amendment to Contract #E20-007 for supplemental funding to be used for purchase of equipment
- 3) Is the grant unchanged, and does not require Current Expense funding?  
**(If Y, please skip to number 24)**                      Y\_\_\_ X\_\_\_ N\_\_\_
- 4) How will this grant benefit the county's citizens?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5) Is this a program grant or an equipment grant?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?  
\_\_\_\_\_
- 7) If this is a new grant how will the grant support a current program OR how will the program change?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8) Does this grant require up front funds?                      Y\_\_\_ N\_\_\_  
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 9) How many employees (new or current) will be paid by the grant?    N\_\_\_ C\_\_\_

a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? \_\_\_\_\_

10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y\_\_\_\_\_ N \_\_\_\_\_ If so, what?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y\_\_\_\_\_ N\_\_\_\_\_

12) What fund would support a cash match (if required)? \_\_\_\_\_

13) If required what is the TOTAL cost of the match over the life of the grant? \_\_\_\_\_

14) What fund would support the administration of the grant? \_\_\_\_\_

15) Will the grant allow for the County cost allocation plan to be funded? Y\_\_\_\_\_ N\_\_\_\_\_

16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17) Would the program require use of a county vehicle or personal vehicle? Y\_\_\_\_\_ N \_\_\_\_\_

18) If so, would the grant provide for the cost of the automobile and/or liability insurance? Y\_\_\_\_\_ N\_\_\_\_\_

19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y\_\_\_\_\_ N\_\_\_\_\_ If so, what activities?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y\_\_\_\_\_ N\_\_\_\_\_ If so, what obligations?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**See attached E20-007A Consent Memo**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Official signature of requesting office/department:

/s/ Liz Jessee  
Elected Official/Department Head

6/4/20  
Date

**FOR COMMISSIONERS' OFFICE USE ONLY**

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

\_\_\_\_\_  
Date

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



# 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:** Walla Walla County Commissioners  
**From:** Liz Jessee  
**Date:** June 4, 2020  
**Re:** Energy Facilities Site Evaluation Council Contract Amendment

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I am requesting your authorization to sign an amendment to the county's SFY20 contract amendment with Washington State Military Department Emergency Management Division (WAEMD)/Energy Facility Site Evaluation Council (EFSEC).

Near the end of the State Fiscal Year anticipated unspent funds are offered by WAEMD/EFSEC to the jurisdictions required to plan for an incident at the Columbia Generating Station nuclear power plant. Walla Walla County will receive additional funding in the amount of \$6,655 to bring the total contract amount for State Fiscal Year 2020 to \$36,228. Funds will be used to replace our two oldest desktop computers with laptops, each equipped with USB-C docks and two compatible monitors. We will also be replacing an old high-speed color printer.

There is no match required for these funds and the amendment has been reviewed by Jesse Nolte, Prosecuting Attorney Office.

Thank you for your consideration and time.

**Washington State Military Department  
AMENDMENT**

1. SUB-GRANTEE NAME/ADDRESS: <b>Walla Walla County Department of Emergency Management 27 North 2<sup>nd</sup> Ave Walla Walla, WA 99334</b>		2. GRANT AGREEMENT NUMBER: <b>E20-007</b>	3. AMENDMENT NUMBER: <b>A</b>
4. SUB-GRANTEE CONTACT, NAME/PHONE/EMAIL: <b>Liz Jessee, (509) 524-2900 <a href="mailto:ljesssee@co.walla-walla.wa.us">ljesssee@co.walla-walla.wa.us</a></b>		5. DEPARTMENT CONTACT, NAME/PHONE/EMAIL: <b>Steven G. Williams, (509) 545-2030 <a href="mailto:steven.williams@mil.wa.gov">steven.williams@mil.wa.gov</a></b>	
6. TIN or SSN: <b>91-6001381</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>NA</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>EMD – CGS – EP (2019-2021) Amendment 1</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (Department) and the Energy Facility Site Evaluation Council (EF SEC)</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <b>The County has requested \$6,655 in gap funding to procure two laptops with docking stations and four monitors to address gaps in their ability to operate remotely as part of their Continuity of Operations Plan and replace the existing desktops which are at the end of their service life. They also plan to procure a printer to replace the hand-me-down that they received in 2011 and is beyond its service life. The Granting Authority has approved this increase in funding.</b>			
11. AMENDMENT TERMS AND CONDITIONS:  1. <b>Replace</b> Contract Exhibit D – Budget Sheet <b>with</b> the attached Revised Budget Sheet Exhibit D, as described on Page 2 of this Amendment.			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last written below:			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department		_____ Signature Liz Jessee, Director For Walla Walla County Department of Emergency Management	
Date		Date	
BOILERPLATE APPROVED AS TO FORM:  Dawn Cortez (signature on file) 01/02/20 Assistant Attorney General			

## Amendment to Contract E20-007

1. Contract expiration date of June 30, 2020 remains **unchanged**.
  - a. Contract Face Sheet, Box 6.
2. **Change** the overall contract amount **from** \$29,573 **to** \$36,228; an **increase** of \$6,655.
  - a. On Contract Face Sheet, Box 2. ~~\$29,573~~ \$36,228
3. **Replace** Budget Sheet (Exhibit D), which shows the budget increase.
  - a. **Replace** the original Budget Sheet (Exhibit D) with the attached Revised Budget Sheet (Exhibit D), which shows the budget increase of \$6,655.



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**REVISED BUDGET SHEET**  
**Energy Facility Site Evaluation Council (EFSEC)**

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Contract expenditures shall be documented according to the following categories when appropriate:

CATEGORY	EXISTING BUDGET	BUDGET REALLOCATION	NEW REVISED BUDGET
A. Salaries and Wages	\$ 19,885	\$ 0	\$ 19,885
B. Benefits	\$ 9,688	\$ 0	\$ 9,688
C. Personal Contracts	\$ 0	\$ 0	\$ 0
E. Goods and Services	\$ <del>0</del>	\$ 6,655	\$ 6,655
G. Travel	\$ 0	\$ 0	\$ 0
J. Capital Outlay	\$ 0	\$ 0	\$ 0
T. Indirect	\$ 0	\$ 0	\$ 0
TOTAL	\$ 29,573	\$ 6,655	\$ 36,228

- Up to 10 percent of each budget category amount may be shifted between approved budget object codes.
- Final signed invoice voucher (A-19) to be submitted with final performance report and deliverables. A-19's not to exceed total amount of contract award.

NOTE: Maintain expenditures within the listed budget categories.

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

IN THE MATTER OF APPROVAL  
OF A CONTRACT WITH  
WASHINGTON STATE MILITARY  
DEPARTMENT FOR ENERGY  
FACILITY SITE EVALUATION  
COUNCIL (EFSEC) FUNDS (E21-  
002)



**RESOLUTION NO. 20**

**WHEREAS**, Washington State Military Department Emergency Management Division and the Energy Facility Site Evaluation Council (EFSEC) have offered to provide funding to Walla Walla County Emergency Management Department in the amount of \$30,893; and

**WHEREAS**, the funding is pass-through dollars (SFY21) for the county's radiological emergency preparedness program relating to the Columbia Generating Station nuclear power plant; 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 contract and reimbursement authority be approved.

*Passed this 15<sup>th</sup> day of June, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Jill Munns, Assistant 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  
GRANT QUESTIONNAIRE

Date: 6/4/20

Office/Department: Emergency Management

Contact Person: Liz Jessee

- 1) Name of Grant/Program Energy Facility Site Evaluation Council (EFSEC)
- 2) New Grant                       Renewing Grant                       Term (# of years) 1
- 3) Is the grant unchanged, and does not require Current Expense funding?  
**(If Y, please skip to number 24)**                      Y    X    N
- 4) How will this grant benefit the county's citizens?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5) Is this a program grant or an equipment grant?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?  
\_\_\_\_\_
- 7) If this is a new grant how will the grant support a current program OR how will the program change?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 8) Does this grant require up front funds?                      Y    N     
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 9) How many employees (new or current) will be paid by the grant?    N    C     
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? \_\_\_\_\_

10) Will the grant require matching funds; i.e., in-kind, cash, Employment Security, Social Security, FICA, PERS, etc? Y\_\_\_\_\_ N \_\_\_\_\_ If so, what?

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11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y\_\_\_\_\_ N\_\_\_\_\_

12) What fund would support a cash match (if required)? \_\_\_\_\_

13) If required what is the TOTAL cost of the match over the life of the grant? \_\_\_\_\_

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15) Will the grant allow for the County cost allocation plan to be funded? Y\_\_\_\_\_ N\_\_\_\_\_

16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

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17) Would the program require use of a county vehicle or personal vehicle? Y\_\_\_\_\_ N \_\_\_\_\_

18) If so, would the grant provide for the cost of the automobile and/or liability insurance? Y\_\_\_\_\_ N\_\_\_\_\_

19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y\_\_\_\_\_ N\_\_\_\_\_ If so, what activities?

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20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y\_\_\_\_\_ N\_\_\_\_\_ If so, what obligations?

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**See attached E21-002 Consent Memo**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Official signature of requesting office/department:

/s/ Liz Jessee  
Elected Official/Department Head

6/4/20  
Date

**FOR COMMISSIONERS' OFFICE USE ONLY**

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

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



# 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:** Walla Walla County Commissioners  
**From:** Liz Jessee  
**Date:** June 4, 2020  
**Re:** Energy Facility Site Evaluation Council Funding

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I am requesting your authorization to sign a contract with Washington State Military Department Emergency Management Division to receive Energy Facility Site Evaluation Council funds totaling \$30,893.

These funds come from the Energy Facility Site Evaluation Council through the State for the County to pay salaries and benefits in support of the radiological emergency preparedness program relating to the Columbia Generating Station nuclear power plant.

There is no match required for these funds and the amendment has been reviewed by Jesse Nolte, Prosecuting Attorney Office.

This is a reimbursement grant which we receive annually.

Sincerely,

/s/ LIZ JESSEE

Director, Emergency Management

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

*Please read instructions on reverse side before completing this form.*

NAME OF ORGANIZATION Walla Walla County Department of Emergency Management	DATE SUBMITTED 6/15/20
PROJECT DESCRIPTION To provide emergency preparedness services in support of Energy Northwest's Columbia Generating Station Emergency Plan.	CONTRACT NUMBER E21-002

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Gregory A Tompkins	Chair, Walla Walla County Board of Commissioners
	James K. Johnson	Walla Walla County Board of Commissioners
	Todd L. Kimball	Walla Walla County Board of Commissioners

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Liz Jessee	Director

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT		
SIGNATURE	PRINT OR TYPE NAME	TITLE
	Liz Jessee	Director
	Patrick Purcell	Coordinator

## INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

This form identifies the persons who have the authority to sign contracts, amendments, and requests for reimbursement. It is required for the management of your contract with the Military Department (MD). Please complete all sections. One copy with original signatures is to be sent to MD with the signed contract, and the other should be kept with your copy of the contract.

When a request for reimbursement is received, the signature is checked to verify that it matches the signature on file. **The payment can be delayed if the request is presented without the proper signature.** It is important that the signatures in MD's files are current. Changes in staffing or responsibilities will require a new signature authorization form.

1. **Authorizing Authority.** Generally, the person(s) signing in this box heads the governing body of the organization, such as the board chair or mayor. In some cases, the chief executive officer may have been delegated this authority.
2. **Authorized to Sign Contracts/Contract Amendments.** The person(s) with this authority should sign in this space. Usually, it is the county commissioner, mayor, executive director, city clerk, etc.
3. **Authorized to Sign Requests for Reimbursement.** Often the executive director, city clerk, treasurer, or administrative assistant have this authority. It is advisable to have more than one person authorized to sign reimbursement requests. **This will help prevent delays in processing a request if one person is temporarily unavailable.**

If you have any questions regarding this form or to request new forms, please call your MD Program Manager.





**Washington Military Department  
SPECIAL TERMS AND CONDITIONS  
Energy Facility Site Evaluation Council (EFSEC)**

**ARTICLE I -- COMPENSATION SCHEDULE:**

This is a fixed price, reimbursement contract. Within the total Contract Amount, authorized travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this contract. Any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or hereafter amended. Receipts and/or backup documentation for any approved Budget line items, including travel related expenses that are authorized under this contract, must be maintained by the Contractor and made available to the Department and state auditors upon request.

Reimbursement under the contract will only be made consistent with the contract Budget and authorized changes to the Budget. Shifting of funds between/among Budget categories is prohibited without prior written approval of the Department, except that Contractor may shift funds among line items within a single budget category, other than to an equipment line item, without prior written approval if the change is less than 10% of any single object code. Changes to the equipment line item require prior written approval of the Department. Budget categories are as specified or defined in the Budget sheet of the contract.

**ARTICLE II -- REPORTS:**

In addition to the reports as may be required elsewhere in this contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Completion Date</u>
<b>Quarterly Invoices</b>	<b>1</b>	<b>No Later than the 15th day following the end of the Quarter</b>
<b>Final Invoice</b> (shall not exceed overall contract amount)	<b>1</b>	<b>June 30, 2021</b>

All contract work must end on June 30, 2021. However, the Contractor has up to **30** days after the Contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Completion Date</u>
<b>Quarterly Reports</b>	<b>1</b>	<b>No Later than the 5th day following the end of the Quarter</b>

All contract work must end on June 30, 2021. However, the Contractor has up to **30** days after the expiration date to submit all final reports and/or deliverables.

**ARTICLE III -- KEY PERSONNEL:**

The individuals listed below shall be considered Key Personnel. The Key Personnel for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. Any substitution must be made by written notification to the current Key Personnel prior to substitution.

CONTRACTOR:

MILITARY DEPARTMENT:

Name	<b>Liz Jessee</b>	Name	<b>Steven G. Williams</b>
Title	<b>Director</b>	Title	<b>Program Manager</b>
E-Mail	<b>ljesssee@co.walla-walla.wa.us</b>	E-Mail	<b>steven.williams@mil.wa.gov</b>
Phone	<b>(509) 524-2902</b>	Phone	<b>(509) 545-2030</b>

**ARTICLE IV -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:**

1. No funds received under this contract shall be used for any purpose other than for performance of tasks described in the Statement of Work (Exhibit C) and consistent with the Budget (Exhibit D).
2. The Contractor shall provide a match of **\$0** of non-federal origin. Said match may be in the form of goods, services, and in-kind services.
3. This contract is contingent upon the receipt of Energy Facility Site Evaluation Council (EFSEC) funds provided solely for the purpose of supporting the development of radiological emergency preparedness relating to the Columbia Generating Station nuclear power plant. The Contractor acknowledges that since this contract involves EFSEC funding, the period of performance described herein will likely begin prior to the availability of funds. Contractor agrees that it will not hold the Department or the State of Washington liable for any damages, claims for reimbursement, or any type of payment whatsoever for services performed under this contract prior to the provision and distribution of appropriated funds, or if funds are not appropriated or provided by EFSEC to fund this contract.

**Washington Military Department  
GENERAL TERMS AND CONDITIONS  
Energy Facility Site Evaluation Council (EFSEC)**

**1. DEFINITIONS**

As used throughout this contract the following terms shall have the meanings set forth below:

- a. **"Department"** shall mean the Washington State Military Department (WMD), or any of the officers or other officers lawfully representing that Department.
- b. **"Contractor"** shall mean the named county performing services under this contract or grant. It shall include any subcontractor retained by the Contractor as permitted under the terms of this contract.
- c. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- e. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
- f. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

**2. ADVANCE PAYMENTS PROHIBITED**

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Department. Contractor shall not invoice the Department in advance of delivery of such goods or services.

**3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

The Contractor agrees to comply with the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., and its implementing regulations. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.

**4. ATTORNEY'S FEES**

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's fees and costs.

**5. AUDIT**

Financial audits of the Contractor, as defined by the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General, shall be conducted by the Washington State Auditor's Office in accordance with Generally Accepted Auditing Standards (GAAS)

The Contractor shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records.

The Contractor is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

If an audit has been completed, the Contractor must send a full copy of the audit to the Department and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings.

The Contractor must send the audit and the letter no later than nine (9) months after the end of the Contractor's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1  
Camp Murray, WA 98430-5032**

In addition to sending a copy of the audit, the Contractor must include a corrective action plan for any audit findings and a copy of the management letter if one was received.

**6. COMPLIANCE WITH APPLICABLE LAW**

The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining such compliance with, any and all applicable federal, state, and local laws, rules, regulations, and/or policies as they currently exist or as amended.

**7. CONTRACT MODIFICATIONS**

The Department and the Contractor may, from time to time, request changes to this contract. Any such changes that are mutually agreed upon by the Department and the Contractor shall be incorporated herein by written amendment to this contract. No changes to this contract shall be binding unless made in writing and signed by the parties. No other understandings or agreements, oral or written, shall be binding on the Parties.

**8. CONTRACTOR NOT EMPLOYEE OF DEPARTMENT**

The Contractor, and/or employees or agents performing under this contract, are not employees or agents of the Department in any manner whatsoever. The Contractor will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

**9. DISCLOSURE**

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by prior written consent of the Department or as required to comply with the Public Records Act or court order.

**10. DISPUTES**

The parties shall make every effort to resolve disputes arising out of or relating to this contract through discussion and negotiation. Should discussion and negotiation fail to resolve such dispute, the parties shall select a dispute resolution panel to resolve the dispute. The panel shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The panel shall review the facts, agreement terms and applicable law, and make a determination of the dispute. The determination of the dispute resolution panel shall be final and binding on the Parties. Each party shall bear the cost of its member of the dispute resolution panel, and its attorney fees and costs, and share equally the cost of the third member.

**11. GOVERNING LAW AND VENUE**

This contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this contract shall be the Superior Court of Thurston County, Washington.

**12. INDEPENDENT CAPACITY**

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

### **13. INDUSTRIAL INSURANCE COVERAGE**

Prior to performing work under this contract, the Contractor shall provide industrial insurance coverage for the Contractor's employees, as may be required by Title 51 RCW. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for a consultant or any subcontractor or employee of the Contractor, which may arise during the performance of services under this contract.

Before the start of any work required by this Contract, the Contractor shall deliver to the Department certificates of insurance reflecting that the Contractor has obtained all the insurance coverage required by this section.

### **14. LEGAL RELATIONS**

To the extent permitted by applicable law, each party to this contract shall be responsible for injury or death to persons and damage to property resulting from negligence on the part of itself, its employees, agents, officers, or subcontractors. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

### **15. LOSS OF FUNDING**

In the event funding for this contract from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this agreement and prior to normal completion, the Department may terminate the agreement with five (5) days advance written notice, subject to renegotiation under applicable new funding limitations and conditions.

### **16. NONASSIGNABILITY**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor.

### **17. NONDISCRIMINATION**

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- b. The Contractor shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

### **18. RECAPTURE PROVISIONS**

In the event that the Contractor fails to expend funds under this contract in accordance with state laws or the provisions of this contract, the Department reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance. Such right of recapture shall exist for a period not to exceed six years following contract termination or audit resolution, whichever is later. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the

event that the Department is required to institute legal proceedings to collect such funds, the Department shall be entitled to its costs thereof, including reasonable attorney's fees.

## **19. RECORDS MAINTENANCE AND RETENTION**

- a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. 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.
- b. 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 resolved.
- c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

## **20. SEVERABILITY**

If any provision of this contract or application thereof to any person or circumstance is held invalid, such invalidity shall not affect the validity of other provisions or any application of this contract which can be given effect without the invalid provision or application, and to this end the provisions of this contract are declared severable.

## **21. SUBCONTRACTS**

All subcontracting agreements entered into pursuant to this contract shall incorporate this contract by reference.

## **22. TERMINATION OF CONTRACT**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely or proper manner its obligations under this contract or if the Contractor shall violate any of its covenants, agreements, or stipulations in this contract, the Department has the right to terminate this contract and withhold the remaining allocation if such default or violation is not corrected within thirty (30) days after submitting written notice to the Contractor describing such default or violation.
- b. Notwithstanding any provisions of this contract, either party may terminate this contract by providing written notice of such termination to the other party, specifying the effective date thereof, at least thirty (30) days prior to such date.
- c. Reimbursement for eligible expenses incurred by the Contractor prior to the effective date of such termination shall be as the Department reasonably determines.
- d. The Department may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

## **23. TRAVEL AND SUBSISTENCE REIMBURSEMENT**

Unless the contract specifically provides for different rates, any travel or subsistence reimbursement allowed under the contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended.

**24. TREATMENT OF ASSETS**

Upon successful completion of the terms of this contract, all assets, including equipment, purchased through this contract will be owned by the Contractor unless otherwise specified by the funding source. The Contractor shall be responsible for any and all operation and maintenance expenses and for the safe operation of said equipment including all questions of liability.

**25. WAIVER OF DEFAULT**

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. 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 and signed by personnel authorized to bind each of the parties.



**STATEMENT OF WORK**  
**Energy Facility Site Evaluation Council (EFSEC)**  
**SFY21 Walla Walla County Radiological Emergency Preparedness (REP) Program**

**INTRODUCTION:** The Washington State Military Department (the Department), Emergency Management Division (EMD), coordinates emergency management activities and implements the Washington State Fixed Nuclear Facility Protection Plan. Through an interagency agreement, the Energy Facility Site Evaluation Council (EFSEC) of the Utilities and Transportation Commission (UTC) provides funds for emergency preparedness services in support of Energy Northwest’s Columbia Generating Station Emergency Response Plan. The Department is authorized through this interagency agreement to subcontract with certain Washington counties for emergency preparedness (EP) services including coordination of response roles, plans, exercises, and other details. The following Scope of Work outlines the responsibilities of **Walla Walla County, Department of Emergency Management**, under this contract.

<i>Program Activity</i>	<i>Deadline</i>
<b>A. Update of Plans and Letters of Agreement</b>	
1. Review Annex A: Comprehensive Emergency Management Plan. Revise as necessary to incorporate changes to this Annex or other agency plans and procedures based on the results of training, drills, exercises or changes made to emergency facilities and equipment. Prior to the implementation of major revisions that affect other agencies, copies of the draft revisions will be provided to those agencies for review and comment.	Annually/As Required
2. Review Letters of Agreement, Memoranda of Understanding, and other enabling documents pertinent to Annex A.	Annually
3. Attend planning meetings with REP counties, state agencies, and Energy Northwest as well as attending other pertinent meetings and seminars.	As Scheduled
<b>B. Public Education and Information</b>	
1. Participate in school and civic group presentations.	Ongoing
2. Provide information to Walla Walla County Ingestion EPZ residents.	As Required
3. Maintain contact with representatives from the media.	Ongoing
4. Maintain and update the Walla Walla County Emergency Management web site ( <a href="http://www.wwemd.info">www.wwemd.info</a> ) to maintain current those areas of the webpage that pertain to the REP Program.	Quarterly
<b>C. Radiological Emergency Response Training</b>	
1. Ensure that initial and annual continuity training is provided to EOC personnel and other emergency response personnel who have a role in the implementation of Annex A, including: EOC Staff Law Enforcement Fire Fighters Elected Officials County and City Emergency Workers Walla Walla Emergency Services Communication Center (WESCOM)/Dispatch Center Volunteers	Annually

	<i>Program Activity</i>	<i>Deadline</i>
2.	Conduct training specific to EOC and response personnel pertaining to the activation of the Walla Walla County EOC.	Annually
3.	Attend training specific to the REP program.	Annually
4.	Maintain training attendance records and outlines of training subject matter. Provide copies to FEMA Region X and Energy Northwest as requested.	Ongoing
<b>D.</b>	<b>Drills and Exercises</b>	
1.	Participate in scheduled drills and exercises, including:	
a.	Participate in Ingestion Pathway Exercises.	As Scheduled
b.	Participate in and document state CEMNET tests.	Weekly
c.	Conduct/monitor and document Required Weekly Tests (RWT) of the EAS system.	Weekly
d.	Conduct/monitor and document Required Monthly Tests (RMT) of the EAS system.	Monthly
<b>E.</b>	<b>24-Hour Staffing</b>	
1.	Maintain adequate-trained staffing to conduct 24-hour operation of the Emergency Operations Center (EOC).	Ongoing
<b>F.</b>	<b>Emergency Facilities</b>	
1.	Maintain and operate WWEMD Main office and EOC facilities and equipment, including: <ul style="list-style-type: none"> <li>• WWEMD office and equipment</li> <li>• Telephone system</li> <li>• Computer Network</li> <li>• Computer Software</li> <li>• GIS Data</li> <li>• Emergency Operations Facility and equipment</li> <li>• Computers</li> <li>• Information Boards and Displays</li> <li>• Fax Machines</li> <li>• Standard Operating Procedures (SOPs)</li> <li>• Everbridge Emergency Notification System</li> </ul>	Ongoing
2.	Work closely with ARES (RACES) in training and exercises. Maintain ham radio operators' station located at WWEMD.	Ongoing
<b>G.</b>	<b>Alert and Notification</b>	
1.	Update and distribute Alert and Notification Rosters.	Quarterly
2.	Utilize Everbridge Emergency Notification system for notifications related to the REP Program.	As Required
<b>H.</b>	<b>Administration</b>	
1.	Submit Quarterly Reports to Washington State Department of Military, Emergency Management Division (WA EMD) detailing:	Quarterly

*Program Activity*

*Deadline*

Alert and Notification roster updates	
Public Education and Information programs	
Maintenance of emergency facilities and equipment	
Exercises and drills	
Training Programs	
Updates or Revisions of Annex A procedures	
Other REP program related activities	
Response to actual declared emergencies	
2. Submit performance report supporting documentation to WA EMD.	Quarterly
3. Support and WA EMD in preparation of the Annual Letter of Certification (ALC) to FEMA.	Annually
4. Provide training records and other pertinent documents to FEMA Region X for review.	Annually
5. Provide training records and other pertinent documents to Energy Northwest	Annually
6. Develop/review biennial budget and Scope of Work.	Annually
7. Participate in program review and budget negotiations.	Annually
8. Track program funding.	Bi-Monthly
9. Submit requests for reimbursement to WA EMD.	Quarterly
10. Conduct Emergency Management Executive Board meetings.	Quarterly
11. Conduct Local Emergency Management Committee (LEPC) meetings.	Semi-Annually
12. Conduct Emergency Management Communications Advisory Committee (EMCAB) meetings.	Monthly

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**BUDGET SHEET**  
**Energy Facility Site Evaluation Council (EFSEC)**

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Contract expenditures shall be documented according to the following categories when appropriate:

ITEM DESCRIPTION	COST
A. Salaries and Wages	\$ 21,180
B. Benefits	\$ 9,713
C. Personal Contracts	\$ 0
E. Goods & Services	\$ 0
G. Travel	\$ 0
J. Capital Outlay	\$ 0
<b>TOTAL</b>	<b>\$ 30,893</b>

- Up to 10 percent of each budget category amount may be shifted between approved budget object codes.
- Final signed invoice voucher (A-19) to be submitted with final performance report and deliverables. A-19's not to exceed total amount of contract award.

NOTE: Maintain expenditures within the listed budget categories.

**COUNTY COMMISSIONERS (continued):**

- f) Consent Agenda Items (continued):**
  - 5) Payroll action and other forms requiring Board approval
  
- g) Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: 4220007 totaling \$23,654.57 (draw taxes)
  
- 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**

**a) Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Approving Amended Agreement No 20-02 with Wendy Cheng and Walla Walla County
- 2) Resolution \_\_\_\_\_ - Approving Service Agreement #20-05 Amendment 1 between Walla Walla County and Children's Home Society of Washington

**b) COVID-19 update and miscellaneous**

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING  
AMENDMENT TO AGREEMENT  
NO. 20-02 BETWEEN WENDY  
CHENG AND WALLA WALLA  
COUNTY



RESOLUTION NO. **20**

**WHEREAS**, Walla Walla County Department of Community Health has an agreement with Wendy Cheng to provide Veterans Relief Fund services; and

**WHEREAS**, said agreement expires on June 30, 2020 and the Department of Community Health has agreed upon an extension through December 31, 2020; and

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

**WHEREAS**, the County Prosecuting Attorney has reviewed said amended agreement; now therefore

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

*Passed this 15<sup>th</sup> day of **June, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Jill Munns, Assistant 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*

**AMENDED AGREEMENT NO. 20-02**

Wendy Cheng, hereinafter called Contractor, and Walla Walla County, hereinafter called County, agree to amend and extend Agreement 20-02 for an additional six months as follows:

The term of the Agreement shall commence on the 1<sup>st</sup> day of January, 2020, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the 31<sup>th</sup> day of December, 2020. The contract period for the Agreement referenced on the original Agreement, the Scope of Work and Budget shall be 1/1/20 to 12/31/20.

The maximum consideration for the term of this Agreement or for any renewal term shall not exceed \$32,000.

All other terms and conditions of Agreement 20-02 remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment this 15<sup>th</sup> day of June, 2020.

CONTRACTOR:

Wendy Cheng

\_\_\_\_\_

Title:

Mailing Address:  
1126 SE Moorbrook Court  
College Place WA  
99324

Social Security  
#RETAINED AT AUDITOR'S OFFICE  
or

Business Tax ID  
#

WALLA WALLA COUNTY:  
Board of County Commissioners  
By

\_\_\_\_\_

Chairman

\_\_\_\_\_

Commissioner

\_\_\_\_\_

Commissioner

Approved as to Form Only:

\_\_\_\_\_

Prosecuting Attorney



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

IN THE MATTER OF APPROVING  
SERVICE AGREEMENT #20-05  
AMENDMENT 1 BETWEEN  
WALLA WALLA COUNTY AND  
CHILDREN'S HOME SOCIETY OF  
WASHINGTON



**RESOLUTION NO. 20**

**WHEREAS**, Walla Walla County Department of Community Health has proposed contract Amendment 1 with Children's Home Society of Washington for behavioral health services; and

**WHEREAS**, the amended contract benefits the citizens of Walla Walla County; and

**WHEREAS**, the County Prosecuting Attorney has reviewed said amendment; now therefore

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

*Passed this 15<sup>th</sup> day of **June, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Jill Munns, Assistant 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*



# MEMO

Date: June 15, 2020

To: BOCC

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

**Intent** – Gain BOCC Approval for Contract Amendment

**Topic** – Contact Tracing Support from JJC

**Summary-**

The DCH is required to perform timely case and contact investigations to manage COVID-19 within the community. We have hired two additional nurses to our team, and we brought on two Disease Investigators to assist with this. To ensure we have adequate capacity, we have also worked with the JJC to utilize .5 FTE of two staff and one contractor, Social Worker through Children's Home Society. With reduced case load, it is determined that these staff will be able to assist with case and contact investigations through at least September 2020. The cost of these positions will be covered by the DCH through CARES (March through October) then DOH funding as needed thereafter.

To utilize the Social Worker through Children's Home Society, we propose the attached amendment to contract 20-05. This amendment amends the Scope of Work and Budget to outline the source of funding. Children's Home Society and the staff member agree with this amendment.

**Cost**

\$6800/month; June through October - \$34,200

**Funding**

CARES

**Alternatives Considered** – N/A

**Acquisition Method** – N/A

**Security**– N/A

**Access**– N/A

**Risk**– N/A

**Benefits** –

1. Increase the response and monitoring of the COVID-19 outbreak
2. Will reduce payroll for JJC that is somewhat supported by Current Expense.
3. Will reduce the amount of expenditures from the 120 fund, which will help balance the fund with the anticipated reduction in revenue from Sales Tax into the fund.

**Conclusion/Recommendation** - It is recommended that the BOCC approve the above contract a and sign the same.

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Submitted By

Meghan DeBolt    DCH            6/15/2020

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Name            Department            Date

---

Name            Department            Date

---

**Service Agreement #20-05**  
**Amendment 1**  
between  
**WALLA WALLA COUNTY**  
and

**CHILDREN’S HOME SOCIETY OF WASHINGTON**

The Agreement by and between Walla Walla County, hereinafter “County,” and Children’s Home Society of Washington, hereinafter “Contractor,” for services related to Behavioral Health Services is amended as follows and in the attached Exhibits:

- Amendments: Additional tasks have been added to the Scope of Work for COVID-19 contact tracing. The Budget has been amended to show the CARES Act as an additional funding source.
- Attachments: Exhibit A– Additional items added to scope of work.  
Exhibit B – Amended Budget

All other terms and conditions of Service Agreement #20-5 remain in full force and effect.

By their signatures below, the parties agree to the terms and conditions of this Amended Agreement and all documents incorporated by reference. The parties signing below certify that they are authorized to sign this Agreement.

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement.**

COUNTY:

CONTRACTOR:

\_\_\_\_\_  
Chairman/Vice-Chairman  
Walla Walla County Board of Commissioners  
314 W Main Street

Walla Walla, WA 99362  
Phone: (509) 524-2650 Fax: (509) 524-2642

Telephone Number / Email Address:

\_\_\_\_\_  
Authorized By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
David Newell, President/CEO  
Print Name & Title of Person Signing

\_\_\_\_\_  
(509) 529-2130/meagana@chs-wa.org

Mailing Address (Street address required in addition to PO Box.): \_\_\_\_\_

\_\_\_\_\_  
Seattle, WA 98115

Social Security or Business Tax ID#: \_\_\_\_\_  
91-0575955

CFDA# (if applicable): \_\_\_\_\_

UBI#: \_\_\_\_\_  
600 112 054

State Industrial Account ID # (if applicable): \_\_\_\_\_

**Exhibit A**  
**Amendment 1**  
**STATEMENT OF WORK**

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Agency Name:	Children's Home Society	
Agreement Number:	20-05	Contract Period: 01/01/2020-12/31/2020

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**1. Program**

1.1. Behavioral Health Services at JJC:

- 1.1.1. Agency will provide behavioral health treatment services for at-risk youth and their families and care givers referred by the Walla Walla County Department of Court Services.
- 1.1.2. The Clinical Specialist will provide mental health assessments, individual, group, and family counseling for youth detained at JJC using the Trauma Focused Cognitive Behavioral Therapy Model. The Clinical Specialist will offer up to six (6) months of follow up once youth is released from JJC.
- 1.1.3. Youth in treatment should show improved clinical and functional status and improved peer relationships measured by one of the following: Child and Adolescent Trauma Screen (CATS) and Screen for the Child Anxiety Related Disorders (SCARED) Moods and Feelings Questionnaire (MFQ).
- 1.1.4. The overall target outcome for youth served in JJC will be defined as: One year following discharge from treatment, youth have not been referred for subsequent juvenile offenses.

1.2. Case and Contact Investigation for COVID-19: The aim of the case investigation and contact tracing team will be to interview persons identified as household or non-household close contacts to confirmed or probable cases of COVID-19. Case Investigation and contact tracing interviews will consist of staff using a web-based client resource management platform to assist with: ascertaining contacts' symptoms and risk, gathering further information on exposure, providing guidance on minimizing their risk of potential transmission, explaining the contacts' quarantine responsibility and the details and processes for contact monitoring. These efforts will lead to more targeted testing, improved communication with individuals in the community, a more successful implementation of quarantine, and ultimately, better control of the pandemic in Walla Walla County.

- 1.2.1. Follow all scripts, policies, and procedures provided by DCH, and comply with DCH training regarding confidential information related to personal information.
- 1.2.2. Call and communicate, in a professional and empathetic manner, with household and non-household close contacts of COVID-19 patients.
- 1.2.3. Provide contacts, as applicable, with approved information about Walla Walla County (in accordance with the Centers for Disease Control) quarantine procedures, testing resources, and contact monitoring procedures.

- 1.2.4. Inform citizens on the importance of quarantine requirements and steps to follow if symptoms develop.
- 1.2.5. Record collected information in the online, secure client resource management system.
- 1.2.6. Maintain daily communication with supervisor on activities and task.

**2. Evaluation**

- 2.1. Agency will provide a Monthly Service Report (Exhibit F) to County Health Advisory Board by the 10<sup>th</sup> working day of the month following the provision of services.
- 2.2. Agency will comply with monitoring and reporting requirements, which may include, at minimum, on-site visits, monthly budget and progress reports, file and data review.

**3. Performance Outcome**

- 3.1. Agency will demonstrate the capacity for full implementation of services in a timely manner.
- 3.2. Evaluation of contract and financial performance will be conducted in July 2020.
  - 3.2.1. Expenditures through June 31, 2020 will be reviewed by the County
  - 3.2.2. If expenditures have been less than forty percent (40%) of the contract allocation
    - 3.2.2.1. The Community Health Advisory Board will review under expenditure and determine reallocation of funds
    - 3.2.2.2. Contract amendments will be issued to reduce funding for the second year of the service agreement at the recommendation of the Community Health Advisory Board

**Exhibit B  
BUDGET**

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Agency Name: Children's Home Society  
Agreement Number: 20-05                      Contract Period: 01/01/2020-12/31/2020

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<b>Line Item/Description</b>	<b>2020 Award</b>
Salary and Benefits	\$ 70,388.00
Administrative Costs	\$ 11,612.00
TOTAL:	\$ 82,000.00

Funded By: 0.1% Treatment Tax Funds, CARES Funding (50/50 split)

Allowable Expenditures:

- Salary and Benefits: Mental Health Counselor providing:
  - Direct behavioral health therapy or services at Juvenile Justice Center.
  - Case and Contact Investigation support for the Department of Community Health under the supervision of the COVID-19 Clinic Lead.
- Administrative Costs: Established administrative rate of 16.5% of the Mental Health Counselor direct services.

a) **Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Approving Amended agreement for Professional Services between LDC, Inc. and Walla Walla County

b) Department update and miscellaneous



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

IN THE MATTER OF SIGNING AN  
AMENDED AGREEMENT FOR  
PROFESSIONAL SERVICES WITH  
LDC, INC.



**RESOLUTION NO. 20**

**WHEREAS**, Walla Walla County Department of Community Development has an agreement with LDC, Inc. for On-call professional planning services that are required for various County current and long-range planning projects, as well as project permit processing; and

**WHEREAS**, Lauren Prentice, County Community Development Department Director has advised that there is a need to amend the contract with LDC, Inc. to increase the contract amount and is covered under the department's budget to assist with workload, staffing and planning priorities; and

**WHEREAS**, said agreement and amendment benefits the Community Development Department and the citizens of Walla Walla County; and

**WHEREAS**, the County Prosecuting Attorney has reviewed said amended agreement; now therefore

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

*Passed this 15<sup>th</sup> day of **June, 2020** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Jill Munns, Assistant 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 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: June 12, 2020  
Agenda Date: June 15, 2020  
RE: Proposed Contract Amendment for On-call Professional Planning Services with LDC, Inc.

## **Intent**

Approval of a contract amendment between Walla Walla County and LDC, Inc. for on-call land use planning services to be provided as requested by the Community Development Department or the Board of County Commissioners: increase of contact amount from \$25,000 to \$50,000.

## **Attachments**

1. Proposed contract amendment

## **Background**

In November 2019, the County entered into a contract for on-call planning services with LDC through the end of this year. LDC has assisted with a variety of tasks and projects over the past six months including: assisting planning staff in processing Level 3 land use permits, flood damage mapping and research, research on electronic message sign amendments, research on event permit/code amendments, and the Burbank residential density review.

## **Policy Impact**

This contract with LDC assists the County in complying with existing County and State policies and laws. LDC is be able to supplement the expertise of the planning staff, fill in when there are staff vacancies, and provide support in the event of larger project applications or increased permit workload. Having a contract in place for on-call professional planning services will provide us with another tool; they can fill in as needed and help us provide applicants with a timely and predictable review process.

## **Cost and Source of Funding**

The initial contract had a limit of \$25,000, recognizing that it could be amended later if needed based on workload, staffing, and planning priorities. The proposed increase to \$50,000 is covered by the 2020 CDD budget, which includes an appropriation of \$55,000 for Professional Services.

## **Submitted by:**

Lauren Prentice, Director  
Community Development Department

## **Disposition:**

- Approved  
 Approved with modifications  
 Needs follow up information  
 Denied

---

BOCC Chairman

Date

**AMENDED AGREEMENT  
for  
PROFESSIONAL SERVICES**

THE AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") dated November 6, 2019 by and between LDC, Inc. and the COUNTY OF WALLA WALLA, is amended as follows:

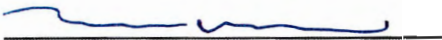
The total compensation is increased from \$25,000 to \$50,000 unless amended.

All other terms of the November 6, 2019 Agreement remain in full force and effect.

The Parties have executed this Amended Agreement on the \_\_\_\_\_ day of June 2020.

CONSULTANT:

LDC, Inc

By: 

Name: Mark Villwork

Title: V.P.

Tax ID No. 91-2184193

COUNTY:

COUNTY OF WALLA WALLA

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## 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: June 12, 2020  
Agenda Date: June 15, 2020  
RE: Department Update

1. **Building Permits and Inspections** – Approximately 30 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. About 1/3 of these were submitted in the last week or so and are undergoing intake/completeness review. Inspection requests are coming in at the typical rate for this time of year.
2. **Technical Review Committee (TRC) Meetings** – So far in June we have had two pre-application meetings: (1) WAHI Hog Barn project and (2) 2-lot short plat and future home on Scenic Loop Road.
3. **Hearing Examiner** – We are in the process of scheduling two Hearing Examiner dockets, one at the end of June and the other mid-July (on our regular hearing day, the second Monday of the month). These will be primarily held via Cisco Webex, but we will also provide a venue for members of the public who are unable to participate virtually to provide comment.
4. **WABO Training** – Our building staff, including our inspectors, our new Building Official, and our Permit Coordinator, will be virtually attending the Washington State Association of Building Officials (WABO) Annual Education Conference this week. This conference will provide them with CEU's to maintain their certifications as well as information regarding the new building code, which is scheduled to go into effect later this year. The fact that this is going to be held virtually will enable us to get needed training with minimal impact to customers. We will still be performing inspections, etc.
5. **Burbank Residential Density** – In February when our on-call planning consultant, LDC, was in town to assist with some work related to the flood, we also met and did some research related to the Burbank Residential Density project. They assisted us in preparing a draft schedule and work plan for the project. We are in the process of revising that, preparing for additional Planning Commission workshop(s), and we will be providing an update for interested parties.

10:45

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

**a) Consent Agenda Items:**

1) Resolution \_\_\_\_\_ - Revising rental rates for equipment owned by the Equipment Rental and Revolving Fund

**b) 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



**RESOLUTION NO. 20**

**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**, Community Development turned in vehicle #676, 2018 Ford Fusion as was 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 #1347; 2007 Ford Taurus, and

**WHEREAS**, the Assessor's office will purchase vehicle #676 for \$9,793.00 with funds collected for the replacement of vehicle #1347, the new vehicle will increase the department monthly rental payment by \$103.33; and

**WHEREAS**, Public Works is reassigning vehicle #676, 2018 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 recommend revisions as appropriate; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that Public Works reassign vehicle #676, 2018 Ford Fusion to the Assessor's office to be used as a department vehicle; and

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that rental rates for certain equipment owned by the Equipment Rental and Revolving Fund be set as shown on Attachment A, effective July 1, 2020.

*Passed this 15th day of June, 2020 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Jill Munns, Assistant 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*

## **Attachment "A"**

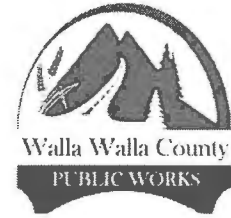
### **Equipment Rental Rate Adjustment**

<b>Equipment</b>	<b>Current Rate</b>	<b>Proposed New Rate</b>
Assessor's Office	\$982.56	\$1,085.89
Community Development	\$1668.92	\$1,320.47

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

Reassigned one vehicle, #676 2018 Ford Fusion from Community Development to the Assessor's office which resulted in the additional \$103.33 to their monthly rental rate. Community Development monthly rate adjusted to reflect reassignment of #676. In regard to Vehicle 1347, it will be surplus at the next auction. The revenue from that sale will be credited to the Assessor's replacement bank.

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



To: Board of County Commissioners

From: Tony Garcia, P.E. Public Works Director

Date: 10 June 2020

Re: Director's Report for the Week of 8 June 2020

**Board Action: 15 June 2020**

**Resolutions:**

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

**ENGINEERING:**

- Flood Damage Repair:
  - Inputting information into FEMA Grants Portal as part of the reimbursement process.
- Mill Creek Road MP 1.1 to MP 3.96 (Five Mile to Seven Mile): Consultant is preparing offers for property acquisition.
- Middle Waitsburg Road: Consultant is working on right of way acquisition documents.
- Mud Creek: We have successfully passed FEMA review and are able to proceed. Working to finalize right of way.
- Peppers Bridge Road: Working on design.
- Miscellaneous: Working on Six Year Transportation Program

**MAINTENANCE/FLEET MANAGEMENT:**

- **2020 Chip Seal:**
  - Finalizing chip seal prep this week and plan to begin next week.
  - Plan to chip seal approximately 50 miles mainly in the urban areas of the County around the cities of Walla Walla and College Place.
  - Have included notices in the newspaper and added additional information on our website (road by road breakdown) notifying residents of our chip seal plan for this year.
- Vegetation crews spraying as weather allows.
- Garage crews working on routine vehicle maintenance.

**ADMINISTRATION:**

- Attended the Washington State Association of County Engineers (WSACE) Annual Business (web-based) meeting.
- Attended the monthly Mill Creek Coalition (web-based) meeting to discuss the Mill Creek GI Study.
- Working with the Federal Emergency Management Agency (FEMA) and the Federal Highway Administration (FHWA) to obtain reimbursement from our flood damages.
- Working with the Corps of Engineers to rehab the Mill Creek Levees and concrete channel to pre-flood conditions.
  - We found 46 damage sites that will need to be repaired as a result of the February flood.
  - Estimated cost is at approx. \$2.5M
- Aiming to backfill a vacant Public Works Technician position.
- We are currently following our Phase 2 COVID-19 Standard Operating Procedures (SOP) to help us maintain a safe work environment as we navigate these uncertain times.



11:00

**COUNTY COMMISSIONERS**

**a) Action Agenda Items:**

- 1) Proposal 2020 06-15 CARES  
Approval of recommendations  
from the CARES Funding Team

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

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

11:30

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

11:45

COUNTY COMMISSIONERS

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

**- 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.*