

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

TUESDAY, JUNE 1, 2021

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

Call in 1-408-418-9388 access code: 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.

10:00 A.M. COUNTY COMMISSIONERS

Chairman Tompkins

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- f) **Consent Agenda Items:**
 - 1) Resolution - Minutes of County Commissioners' proceedings for May 24 and 25, 2021
 - 2) Resolution – Approval of a contract with Washington State Military Department for Energy Facility Site Evaluation Council (EFSEC) Funds (E22-005)
 - 3) Payroll action and other forms requiring Board approval
- g) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4051768 through 4051777 totaling \$79,351.00 (payroll draws dated May 15, 2021); 4051870 through 4051904, totaling \$981,598.54 (May payroll); 4229920 through 4229947 totaling \$1,133,503.33 (benefits and deductions)
 - 2) Proposal 2021 06-01 Fair Approval to return Office Coordinator position to full-time at Fairgrounds
 - 3) Authorize Chairman to execute Class IV Work Crew Master Agreement between the Washington State Department of Corrections and Walla Walla Fairgrounds
 - 4) Authorize Chairman to execute Amendment Original Agreement – AV Capture All
- 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



AMENDMENT
ORIGINAL AGREEMENT - AV Capture ALL


AV Capture All, Inc., hereinafter called "Licensor", and **Walla Walla County, WA**, hereinafter called "Subscriber," agree to amend agreement "AV Capture All," as set forth below under "Terms of Amendment".

TERMS OF AMENDMENT: Licensor will add **Agenda Builder** software to Subscriber's current Legislative subscription plan. The Agenda Builder software will be FREE of charge for six months while Subscriber evaluates the product. If Subscriber wishes to continue using the software, the current subscription will increase from \$298/Mo to \$499/Mo, billed annually. The invoice will be pro-rated from 1/1/2022. If Subscriber decides not to continue using Agenda Builder after 12/31/2021, no price increase will happen to the current subscription.

All other terms and conditions of the original contract shall remain in effect.

AV Capture All, Inc.

Walla Walla County, WA

By: 
Print Name: Chad Swanson
Title: CEO
Date: 05/25/2020

By: _____
Print Name: Gregory A. Tompkins
Title: Chair, Board of County Commissioners
Date: _____

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 (E22-
005)



RESOLUTION NO. 21

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 \$33,479; and

WHEREAS, the funding is pass-through dollars (SFY22) 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 1st day of **June, 2021** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

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



Emergency Management
Walla Walla County

Walla Walla County

Emergency Management Department

27 N. 2nd 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: May 20, 2021
Re: Energy Facility Site Evaluation Council Funding

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 \$33,479. This is a reimbursement grant which we receive annually.

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 Energy Northwest's Columbia Generating Station nuclear power plant.

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

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 05/20/21
PROJECT DESCRIPTION To provide emergency preparedness services in support of Energy Northwest's Columbia Generating Station Emergency Plan. 	CONTRACT NUMBER E22-005

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Gregory A. Tompkins	Chair, Walla Walla County Board of Commissioners
	Todd L. Kimball	Commissioner, Walla Walla County Board of Commissioners
	Jennifer R. Mayberry	Commissioner, 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

**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>
Quarterly Invoices	1	No Later than the 15th day following the end of the Quarter
Final Invoice (shall not exceed overall contract amount)	1	June 30, 2022

All contract work must end on June 30, 2022. 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>
Quarterly Reports	1	No Later than the 5th day following the end of the Quarter

All contract work must end on June 30, 2022. 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:	Liz Jessee	Name:	Steven Williams
Title:	Director	Title:	Program Manager
Email:	ljesssee@co.walla-walla.wa.us	Email:	steven.williams@mil.wa.gov
Phone:	(509) 524-2902	Phone:	(509) 545-2030

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)
SFY22 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>
A.	Update of Plans and Letters of Agreement	
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.	Public Education and Information	
1.	Participate in school and civic group presentations.	As Scheduled
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 (www.wwemd.info) to maintain current those areas of the webpage that pertain to the REP Program.	Quarterly
C.	Radiological Emergency Response Training	
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	Annually

	<i>Program Activity</i>	<i>Deadline</i>
	Volunteers	
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
D.	Drills and Exercises	
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
E.	24-Hour Staffing	
1.	Maintain adequate-trained staffing to conduct 24-hour operation of the Emergency Operations Center (EOC).	Ongoing
F.	Emergency Facilities	
1.	Maintain and operate WWEMD Main office and EOC facilities and equipment, including: <ul style="list-style-type: none"> • WWEMD office and equipment • Telephone system • Computer Network • Computer Software • GIS Data • Emergency Operations Facility and equipment • Computers • Information Boards and Displays • Fax Machines • Standard Operating Procedures (SOPs) • Everbridge Emergency Notification System 	Ongoing
2.	Work closely with ARES (RACES) in training and exercises. Maintain ham radio operators' station located at WWEMD.	Ongoing
G.	Alert and Notification	
1.	Update and distribute Alert and Notification Rosters.	Quarterly
2.	Utilize Everbridge Emergency Notification system for notifications related to the REP Program.	As Required

	<i>Program Activity</i>	<i>Deadline</i>
H.	Administration	
1.	Submit Quarterly Reports to Washington State Department of Military, Emergency Management Division (WA EMD) detailing: 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	Quarterly
2.	Submit performance report supporting documentation to WA EMD.	Quarterly
3.	Support 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

BUDGET SHEET
Energy Facility Site Evaluation Council (EFSEC)

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

ITEM DESCRIPTION	COST
A. Salaries and Wages	\$ 22,686
B. Benefits	\$ 10,793
C. Personal Contracts	\$ 0
E. Goods & Services	\$ 0
G. Travel	\$ 0
J. Capital Outlay	\$ 0
TOTAL	\$ 33,479

- 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.

Walla Walla County
GRANT QUESTIONNAIRE

Date: 5/20/21

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?

- 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 E22-005 Consent Memo

Official signature of requesting office/department:

/s/ Liz Jessee
Elected Official/Department Head

Date 5/21/21

<u>FOR COMMISSIONERS' OFFICE USE ONLY</u>	
Approved by: _____	_____
Chair, Board of County Commissioners	Date
Copies to: 1) Requesting Office/Department	
2) Susan Dombrosky, Auditor's office	
3) Commissioners' File	

a) **Public Hearing:**

- 1) To consider the request by Greg and Susan Fazarri for the road vacation of the right of way for Ernst Street

b) **Action Agenda Items:**

- 1) Resolution – Final Order of Vacation considering the request by Greg and Susan Fazzari for the road vacation of the right of way for Ernst Street
- 2) Resolution – Bid award for the Countywide Signing and Guideposts Project
- 3) Resolution – Bid award for Winter Road Snow Sand

c) **Consent Agenda Items:**

- 1) Resolution – Setting a date of public hearing to consider the request by Ronald Dunning for the vacation of a portion of the right of way for Touchet-Gardena Road being 2 feet in width east of the east line of Lot 6, Block 4 of Hanson's Addition to the Town of Touchet as shown on the record of survey recorded in Volume "13" at page 114, situated in Southeast Quarter of the Southwest Quarter of Section 34, Township 7 North, Range 33 East, W.M.
- 2) Resolution – Signing a Rural Arterial Program Project Agreement Amendment No. 1 for construction proposal for Lower Waitsburg Road MP 4.23 to MP 6.25 Road Project
- 3) Resolution – Signing a Rural Arterial Program Project Agreement for construction proposal for Lyon Ferry Road MP 0.20 to MP 2.81 Road Project

d) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A DATE OF PUBLIC HEARING TO CONSIDER THE REQUEST BY RONALD DUNNING FOR THE VACATION OF A PORTION OF THE RIGHT OF WAY FOR TOUCHET-GARDENA ROAD BEING 2 FEET IN WIDTH EAST OF THE EAST LINE OF LOT 6, OF BLOCK 4 OF HANSON'S ADDITION TO THE TOWN OF TOUCHET AS SHOWN ON THE RECORD OF SURVEY RECORDED IN VOLUME "13" AT PAGE 114, SITUATED IN SOUTHEAST QUARTER OF THE SOUTHWEST OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 33 EAST, W.M.



RESOLUTION NO. **21**

WHEREAS, a petition has been received requesting the vacation of a portion of the right of way for TOUCHET-GARDENA ROAD of Block 3 of Hanson's Addition to the Town of Touchet as shown on the Record of Survey recorded in Volume "13" at Page 114, situated in the Southeast Quarter of the Southwest Quarter of Section 34, Township 7 North, Range 33 East, Willamette Meridian; and

WHEREAS, the petitioner has paid the \$600 petition fee for all costs and expenses incurred in the examination of said petition, now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that a public hearing date be set for June 21st, 2021 in the Commissioner's Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington at the hour of 10:15 A.M., or as soon thereafter as such hearing may be held. Remote Public Participation and testimony will be allowed via Webex and telephone. Limited participation and testimony at a remote location is available for those who are unable to testify by Webex or Telephone by contacting the Clerk of the Board.

BE IT FURTHER RESOLVED, that the County Engineer be and is hereby ordered to make an examination and if necessary a survey of the proposed right of way vacation and to make a report to this Board as required by law. Said right of way being described as follows:

THAT PORTION OF TOUCHET-GARDENA ROAD BEING 2 FEET IN WIDTH AND EAST OF THE EAST LINE OF LOT 6 OF BLOCK 3 OF HANSON'S ADDITION TO THE TOWN OF TOUCHET AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME "13" AT PAGE 114, SITUATED IN SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 33 EAST, W.M.

Passed this 1st day of **June, 2021** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

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

COMMISSIONERS NOTICE OF PUBLIC HEARING

IN THE MATTER OF THE VACATION OF THE RIGHT OF WAY FOR A PORTION OF TOUCHET-GARDENA ROAD OF BLOCK 3 DEDICATED IN HANSON'S ADDITION TO THE TOWN OF TOUCHET, PER VOL. 13 OF PLATS AT PAGE 114, SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 34, TOWNSHIP 7 NORTH, RANGE 33 EAST, W.M.

NOTICE IS HEREBY GIVEN, that the County Engineer has been ordered to report to the Board of County Commissioners of Walla Walla County, Washington, on the proposed vacation of the right of way for Touchet-Gardena of Lot 6 of Block 3 dedicated in Hanson's Addition to the Town of Touchet, filed in Volume 13 of Plats at Page 114, records of Walla Walla County, located in the Southeast Quarter of the Southwest Quarter of Section 34, Township 7 North, Range 33 East, Willamette Meridian, said vacation being more particularly described as follows:

THAT PORTION OF TOUCHET-GARDENA ROAD BEING 2 FEET IN WIDTH AND EAST OF THE EAST LINE OF LOT 6 OF BLOCK 3 OF HANSON'S ADDITION TO THE TOWN OF TOUCHET AS SHOWN ON THE RECORD OF SURVEY AS RECORDED IN VOLUME "13" AT PAGE 114, SITUATED IN SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 33 EAST, W.M.

and that the 21st day of June at the hour of 10:15 A.M., in the Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main Street, has been set for the hearing of said report. Those participating at said hearing may testify for or against the proposed application. Remote Public Participation and testimony will be allowed via Webex and telephone (see call-in information below). Limited participation and testimony at a remote location is available for those who are unable to testify by Webex or Telephone by contacting the Clerk of the Board at 509-524-2505 in advance of the hearing. Written testimony, which will be made a part of the record, may be sent to: Walla Walla County Commissioners, P.O. Box 1506, Walla Walla, WA 99362.

Dated at Walla Walla, Washington
this 1st day of June 2021

Board of County Commissioners
of Walla Walla County, Washington

Published: Walla Walla Union Bulletin
June 3rd & June 10th, 2021

By: Diane L. Harris
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT
AMENDMENT NO. 1 FOR
CONSTRUCTION PROPOSAL
FOR LOWER WAITSBURG ROAD
MP 4.23 TO MP 6.25 ROAD
PROJECT



RESOLUTION NO. **21**

WHEREAS, Lower Waitsburg Road MP 4.23 to MP 6.25 is structurally deficient; and

WHEREAS, Lower Waitsburg Road MP 4.23 to MP 6.25 has been selected by the County Road Administration Board to receive project funds to reconstruct, realign and widen the road; and

WHEREAS, Lower Waitsburg Road MP 4.23 to MP 6.25 has been selected by the County Road Administration Board to allow an increase in project funding to \$2,298,000; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby enter into said Agreement Amendment No. 1 and the Chair of the Board shall sign same in the name of the Board.

Passed this 1st day of June, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR
CONSTRUCTION PROPOSAL
FOR LYON FERRY ROAD MP 0.20
TO MP 2.81 ROAD PROJECT

}

RESOLUTION NO. **21**

WHEREAS, Lyons Ferry Road MP 0.20 to MP 2.81 is structurally deficient; and

WHEREAS, Lyons Ferry Road MP 0.20 to MP 2.81 has been selected by the County Road Administration Board to receive project funds to reconstruct, realign and widen the road; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby enter into said Agreement and the Chair of the Board shall sign same in the name of the Board.

Passed this 1st day of June, 2021 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

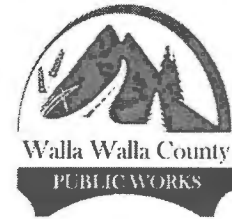
Gregory A. Tompkins, Chairman, District 3

Todd L. Kimball, Commissioner, District 2

Jennifer R. Mayberry, Commissioner, District 1

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

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



To: Board of County Commissioners

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

Date: 26 May 2021

Re: Director's Report for the Week of 24 May 2021

Board Action: 1 June 2021

Hearings:

In the Matter of a Hearing to Consider the Request by Greg and Susan Fazzari for the Road Vacation of the Right of Way for Ernst Street

Resolutions:

Action In the Matter of Adopting the Request by Greg and Susan Fazzari for the Road Vacation of the Right of Way for Ernst Street

In the Matter of a Bid Award – Countywide Signing & Guideposts

In the Matter of a Vendors Quote Award – Winter Sand

In the Matter of Setting a Date of Public Hearing to Consider the Request by Ronald Dunning for the Vacation of a Portion of the Right of Way for Touchet-Gardena Road

In the Matter of Signing a Rural Arterial Program Project Agreement Amendment No. 1 for Construction Proposal for Lower Waitsburg Road MP 4.23 to MP 6.25 Road Project

In the Matter of Signing a Rural Arterial Program Project Agreement for Construction Proposal for Lyons Ferry Road MP 0.20 to MP 2.81 Road Project

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way.
- Wallula/Gose: Working on plan sheets.
- Lower Waitsburg Road: Working on project design.
- Drumheller Bridge: Construction has begun. Bridge is closed and signed detour is in place. Bridge deck has been hydromilled and the contractor is planning to pour the concrete overlay Friday.
- Seven Mile Bridge: Working on geometric design.
- Arch Bridge: Finalizing plan sheets.
- Old Highway 12: Working on environmental permitting – We have received our permit from USACE and currently waiting on the SEPA from the Community Development Department.

MAINTENANCE/FLEET MANAGEMENT:

- Chip sealing going as planned.
- Signs and Vegetation crew tabbing roads for chip seal and performing sign maintenance.
- Garage working on routine maintenance.

ADMINISTRATION:

- Conducted our weekly Staff, Engineering and Road Operations meetings.
- Conducted our monthly Finance Update and Budget Review meetings.
- Checking references on one more Maintenance Tech I candidate to backfill a vacancy in our North District.
- Reviewing a few more Maintenance Tech I applications (CDL positions).
- Met with Commissioner Mayberry to go over Public Works in general.

a) Action Agenda Items:

- 1) Proposal 2021 06-01 TSD Approval to purchase a Kyocera copier for Technology Services and GIS

b) Department update and miscellaneous

a) **Action Agenda Items:**

- 1) Authorize Chairman to sign letter of assurance for Joint Accessible Community Advisory Committee with Columbia County
- b) COVID-19 update and miscellaneous

11:00 COUNTY COMMISSIONERS

- a) Miscellaneous business to come before the Board

11:15 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))

12:00 RECESS

- 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.