

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, NOVEMBER 21, 2022**

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**Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.**

**Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us).**

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

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

**PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.**

**1:15 P.M. COUNTY COMMISSIONERS**

**Chairman Kimball**

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) Silence cell phones
- c) Declarations re: conflict of interest
- d) Approval of agenda
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- h) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners’ proceedings for November 14 and 15, 2022
  - 2) Payroll action and other forms requiring Board approval
- i) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_; \_\_\_\_\_ through \_\_\_\_\_ totaling \_\_\_\_\_ (travel)
  - 2) Resolution – Approving out of state travel for Walla Walla County Sheriff’s Office Employees (Good, Greco & Beyer)
  - 3) Resolution – Approving the Walla Walla County Flood Response Plan as revised
  - 4) Resolution – Approving agreement for Medical Program Director 2023
  - 5) Execute Walla Walla County Technology and Personal Services Contract Agreement No 2022-11-21TSD with Critical Insight
- j) Miscellaneous business to come before the Board

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

IN THE MATTER OF  
AUTHORIZATION FOR OUT OF  
STATE TRAVEL FOR WALLA  
WALLA COUNTY SHERIFF'S  
EMPLOYEES (GOOD, GRECO  
AND BEYER)

RESOLUTION NO. **22**

**WHEREAS**, the Walla Walla County Sheriff's Office has requested approval for out of state travel for Sergeant Mike Good and Detectives James Greco and Tom Beyer to travel to Coeur d' Alene, Idaho to attend a Washington State Narcotics Investigators Association (WSNIA) Conference, on April 23 -27, 2023; and

**WHEREAS**, said training will benefit the citizens of Walla Walla County; and

**WHEREAS**, pursuant to County policy, an Employee Travel Authorization form has been submitted for review and consideration; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that out of state travel as outlined above be approved.

**BE IT FURTHER RESOLVED** that additional time required to travel to and from said training, if necessary, is also approved.

*Passed this 21<sup>st</sup> day of **November, 2022** 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

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

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

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

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

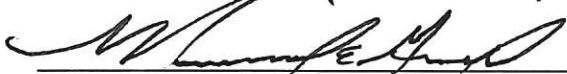
**WALLA WALLA COUNTY**  
**Employee Travel Authorization**

Date of Request November 9, 2022

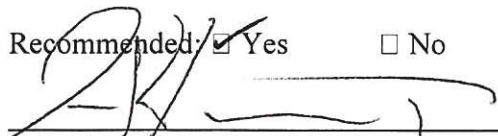
<b>Employee Attending:</b> Sergeant Good, Detective Greco & Beyer	<b>Estimate of Cost (Includes all costs even prepaid)</b>	
<b>Meeting/Training:</b> Start time/date: 4/23/22      End time/date: 4/27	<b>Transportation</b>	
<b>Location:</b> City: Coeur d'Alene      State: ID	<input type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input checked="" type="checkbox"/> County Vehicle <input type="checkbox"/> Private Vehicle _____ miles @ _____	\$ \$
<b>Title of Meeting/Training:</b> WASNIA Conference (Attach agenda/training brochure)	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus	\$
<b>Departure Date:</b> 4/23/22 <b>Time:</b> 8:00	<b>Lodging</b>	
<b>Return Date:</b> 4/27/22 <b>Time:</b> 17:00	4 night(s) @ \$ 301.65	\$ 1206.58
	<b>Meals</b>	
	Breakfast(s) 4 @ \$ 14 * 2	\$ 112.00
	Lunch(s) 5 @ \$ 17 * 2	\$ 170.00
	Dinner(s) 4 @ \$ 28 * 2	\$ 224.00
<b>Place of Lodging:</b>	<b>Registration/Tuition</b>	
Coeur d'Alene Resort	Cancel Date:	\$ 990.00
<b>Phone Number:</b>	<b>Total Expenses</b>	
	\$ 2702.58	

Credit Card Use:    ☒ Yes    ☐ No    Date Needed: 4/23/2022

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

  
 \_\_\_\_\_  
 Signature of Employee

Date: 11/9/22

Recommended: ☒ Yes    ☐ No  
  
 \_\_\_\_\_  
 Supervisor Signature

Date: 11/9/22

Out-of-State Travel: ☐ Yes    ☐ No  
 (Attach Resolution)

Approved: ☐ Yes    ☐ No

\_\_\_\_\_  
 Elected Official/Department Head

Date: \_\_\_\_\_





**Mark Crider**  
Sheriff

## **WALLA WALLA COUNTY SHERIFF'S OFFICE**

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

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

Joe Klundt  
Richard L. Schram  
Ron Varner

*Undersheriff*  
*Chief Criminal Deputy*  
*Chief Civil Deputy*

# Memorandum

Date: November 8<sup>th</sup>, 2022

To: Board of County Commissioners

From: Mark Crider, Sheriff

RE: Out of state travel: Det. Sgt. Mike Good & Det. James Greco

Mike Good and James Greco are requesting travel to attend the Washington State Narcotics Investigators Association (WSNIA) Conference, April 23- April 27, 2023 in Coeur d' Alene, Idaho. I believe that attending this conference will benefit our agency with the conference's relevant educational sessions and networking opportunities with colleagues from across the nation.

Currently Det. Sgt. Good and Det. Greco are members in good standing with the Washington State Narcotics Investigators Association. Each have attended WSNIA conferences in the past, with several conferences being held in Vancouver Washington. Due to the growing number of members, the conference has again been moved this year to Coeur d' Alene, Idaho to accommodate the size of the conference.

WSNIA continues to provide the most pertinent training in illegal narcotics investigations, including recent trends and legal updates. Training is provided by highly respected and certified presenters, all of which have extensive knowledge and experience in their respective fields. This knowledge has been brought back to the Sheriff's Office and shared with all personnel, which includes drafting policies and procedures. Most recently, training acquired from WSNIA assisted in drafting and implementing policy with regards to handling narcotic cases involving suspected Fentanyl.

The registration fee is \$495.00 per person for current WSNIA members. Lodging per person is \$603.29, and per diem per person is \$265.00. For the benefits that I expect to derive from this conference, I believe that the costs are justified by the information which will be brought back to Walla Walla County.

Sincerely,  
A handwritten signature in black ink, appearing to read "Mark A. Crider".

Mark Crider, Sheriff

Recommendation:

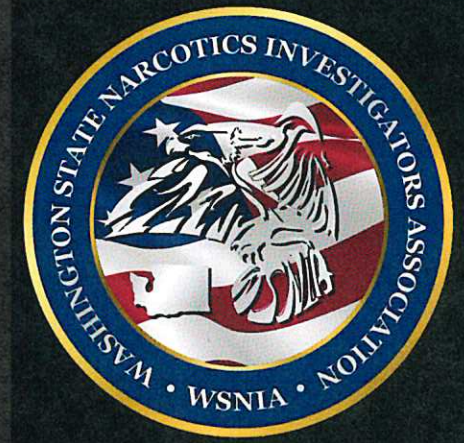
The Walla Walla County Board of Commissioners approve this out of state travel request.



**APRIL 23-27, 2023**

**@ COEUR D'ALENE RESORT, IDAHO**

# **Washington State Narcotics Investigators Association (WSNIA) 2023 Training Summit & Vendor Show**



## **JEREMY BROWN MEMORIAL CORNHOLE TOURNAMENT!**

Evening of Tuesday, 4/25. All proceeds go to WSNIA Memorial Fund to support the families of officers killed in the line of duty. Tournament registration will occur at the summit.

## **FINE PRINT**

- Registration cost is \$495
- Full schedule, registration details, and new hotel block reservation process, at [www.wsnia.org](http://www.wsnia.org)
- Vendor show & check-in begins 4pm, Sunday 4/23
- Training kicks off 9:30am, Monday 4/24
- Summit runs through noon, Thursday 4/27
- Networking events held 8-10pm nightly except 4/25
- Golf specials for WSNIA members
- One of the best networking & training events in the country
- Open to detectives, supervisors, analysts, prosecutors, street teams and patrol officers
- Don't miss it.

## **2023 KEYNOTE SPEAKERS:**

### **12 SECONDS IN THE DARK**

*A Firsthand Account of the Breonna Taylor Raid*  
20-year police veteran Sgt. John Mattingly walks us through the events, response, and protocol followed that horrible night.

### **UNDER FIRE**

*Debrief of a 13-minute gun battle*

Lt. Hutchinson provides a debrief of the search warrant, mindset, the ambush of his team, and gun battle during which he was shot five times while rescuing team mates.

### **DEREK MALTZ**

*Facing the fentanyl crisis in America*

Former Special Agent in Charge, DEA's Special Operations Division, and National Security Executive, discusses the fentanyl crisis, information sharing and unity of effort, and growing threats from transnational organizations.

## **TRAINING BREAKOUT SESSION TOPICS INCLUDE:**

- Operational Red Flags in Narcotic Investigations // Sgt. Epifanio Sevillo, Ret. California DOJ
- Narco Safety & Emerging Drug Trends // Bob Pennal, BNE Commander (Ret.) and WSIN LEC
- Case Study of Los Hs Cartel, One of the Most Violent Cartels in Mexico // Tim Beck, Las Vegas Metro PD
- Exploiting Vehicles Technology // Speaker TBD
- Chasing the Money // Intelligence Analyst Aaron Edens, San Mateo County Sheriff's Office
- Chinese Cartel Trends & Future // Det. Frank Black, WSP Narcotics Section
- Overdose Investigations & Why They Matter // WSP Narcotics Section Det. Kevin Kingsley, NW HIDTA Intelligence Analyst Matthew Croft and DEA Intelligence Analyst Crissy Baker
- Case Debriefs // Tacoma DEA and Snohomish Regional Narcotics Task Force
- Courtroom Preparation & Expert Witness Testimony // Sgt. Andy Eways, Aurora, Colorado PD
- Dark Web & Online Investigations: Creating your UC Identity & How it Can Be Uncovered // Keith Graves and Associates
- CI Management & You: Street Lessons for Dope Cops // Preston McCollam, Spokane County Prosecutor's Office, Stephanie VanMarter and Caitlin Baunsgard, US Attorney's Office, Eastern District of Washington, Spokane DEA GS Laci Larson
- UC Rescue, Combat 1st Aid, Enhanced Tactical Medicine // Jenn Foreman, Courtney Muse, Matt Rausch
- Undercover Social Media Investigations // Det. Tim Gooler, Santa Rosa PD
- Turn It Up a Notch: New Techniques, Technology, Warrants & Legal Update // Gary Ernsdorff, King County Prosecutor's Office



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

IN THE MATTER OF APPROVING  
THE WALLA WALLA COUNTY  
FLOOD RESPONSE PLAN AS  
REVISED

RESOLUTION NO. **22**

**WHEREAS**, residents of Walla Walla County and the cities of College Place, Prescott, Waitsburg and Walla Walla face the threat of disasters and emergencies, including flooding, and government at all levels has a continuing responsibility for the health, safety, and general welfare of citizens; and

**WHEREAS**, normal day-to-day procedures usually are not sufficient for effective flood response, as extraordinary emergency measures have to be implemented quickly if loss of life and property is to be kept to a minimum; and

**WHEREAS**, emergency procedures and actions to cope with the possibility of a flood event are addressed in the Walla Walla County Flood Response Plan; and

**WHEREAS**, the Walla Walla County Comprehensive Emergency Management Plan has recently been revised through the efforts of participating local governments, emergency personnel, and related agencies, in cooperation with the Walla Walla County Emergency Management Department; now therefore

**WHEREAS**, by this Board of Walla Walla County Commissioners that said Flood Response Plan dated October 30, 2022, as revised, is adopted and shall be effective as of November 21, 2022.

**WHEREAS**, that the Board shall sign a Letter of Promulgation for the Walla Walla County Comprehensive Emergency Management Plan as revised.

Passed this 21<sup>st</sup> day of **November, 2022** 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

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

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

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

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



# 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](http://www.wwemd.info)

**LIZ JESSEE**

Director

**PATRICK PURCELL**

Coordinator

### LETTER OF PROMULGATION

#### Walla Walla County Flood Response Plan

November 21, 2022

1. Residents of Walla Walla County and the Cities of College Place, Prescott, Waitsburg and Walla Walla face the threat of disasters and emergencies, including the threat of widespread flooding. Recognizing this threat, government at all levels has a continuing responsibility for the health, safety and general welfare of its citizens.
2. Normal day-to-day procedures usually are not sufficient for effective response to a flood event, as extraordinary emergency measures have to be implemented quickly if loss of life and property is to be kept to a minimum. Emergency procedures and actions to cope with the possibility of a flood event are addressed in the Walla Walla County Flood Response Plan. The Walla Walla County Flood Response Plan has been prepared by Walla Walla County Emergency Management Department, and participating local governments, emergency personnel, and related agencies. The plan is effective October 28, 2022.
3. This plan is the guideline for emergency mitigation, preparedness, response, and recovery operations for a flood event in all jurisdictions of Walla Walla County. Personnel and agencies assigned specific emergency responsibilities must have a working knowledge of functions and actions described therein and to be prepared to act in accordance with the plan when emergencies occur.
4. We solicit comments and recommendations to improve this plan. Please forward your comments to Walla Walla County Emergency Management Department, 27 North 2nd Ave., Walla Walla, WA 99362.

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Todd L. Kimball  
Chair, Board of Walla Walla County Commissioners

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Jennifer (Jenny) R. Mayberry  
Board of Walla Walla County Commissioners

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Gregory (Greg) A. Tompkins  
Board of Walla Walla County Commissioners



# WALLA WALLA COUNTY FLOOD RESPONSE PLAN 2022



*February 2020 Flood Event*

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Promulgation

Place Holder

Record of Changes

<b>REVISION #</b>	<b>PAGES CHANGED</b>	<b>DATE</b>	<b>CHANGES MADE BY</b>
1	Plan Rewrite	10/2022	Patrick Purcell Liz Jessee

Record of Distribution

COPY #	AGENCY OR INDIVIDUAL	DISTRIBUTION DATE
	Place Holder	



## **I. INTRODUCTION**

### **A. Purpose**

The purpose of this flood plan is to provide a framework for the effective utilization of government and private sector resources to mitigate, respond to and recover from flooding events; to protect lives, property and preserve the environment.

### **B. Scope**

This plan primarily focuses on areas within the County that have been determined to be at risk of flooding due to either seasonal hydrological fluctuations or flash flooding resulting from storm-water run-off. The proximity of waterways to Cities within Walla Walla County increases the probability and potential for a flood event to have far-reaching effects on a large percentage of Walla Walla County residents.

### **C. Overview**

Walla Walla County is part of the Columbia River Basin bounded on the south and eastern sides by the Blue Mountains, on the north and northwest by the Touchet highland and on the west by the Columbia and Snake Rivers.

Walla Walla County varies from wide, low elevation river valleys (350 to 500 feet) and rolling foothills, to steep canyons (about 4,300 feet) leading into the high elevations (6,000 feet) of the Blue Mountains. Topography varies from the Blue Mountains at the East end of the County to the Snake and Columbia Rivers on the West end as most major creeks and rivers generally flow toward the West.

Nearly all the land in the County lies below 4,300 feet. Approximately 90% of the County lies between about 450 feet and 1,600 feet in elevation. However, the watersheds of Mill Creek and the Touchet and Walla Walla Rivers originate outside of the County at elevations of about 6,000 feet in the Blue Mountains.

Much of the development within Walla Walla County occurs within a short distance of streams in areas of less topography and often floodplains, which increases the risk of damage by rising water. The floodway and 100-year floodplain are the two areas most likely to experience flooding. The floodway experiences frequent inundation and within Walla Walla County construction is not permitted within this zone.

The 100-year floodplain is defined as an area where there is a 1% annual probability of flooding. Recent studies suggest an increased risk to infrastructure can be anticipated during the 21st century because of increased construction within the floodplain, and climate change. The floodway and the 100-yr floodplain have been mapped for Walla Walla County by the Federal Emergency Management Agency (FEMA). However, with a few exceptions, floodplain and floodway boundaries have not been reassessed since their initial mapping in 1983.

Flooding in Walla Walla County is most likely to occur in winter and spring when localized rainstorms, snowmelt and rain-on-snow events can overwhelm channels

with rapid runoff. Frozen soil conditions are often present during these periods and help to increase the volume and rate of runoff by preventing infiltration. With deeper snowpack conditions or spring snowfall events large volumes of water can result in flood events that can last several days.

## II. HAZARD ANALYSIS AND PROBABILITY

RATINGS	
Probability	HIGH
Vulnerability	MEDIUM
Risk	HIGH

Figure: 1 – Overall Hazard Assessment

There have been several severe floods in Walla Walla County since about 1925. These floods took place in March 1931, December 1964, February 1996, and February 2020. Primary flood hazards include Mill Creek, the Touchet River, and Coppei Creek. Overall, the probability of flood damages occurring within Walla Walla County within the next 25 years is HIGH.

The 1931 flood took place after heavy rains saturated the soil and then turned cold enough to snow. It snowed about 12 inches and then rained as temperatures warmed and rapidly melted snow. The 1931 flood on Mill Creek was devastating to the City of Walla Walla. The Mill Creek diversion and storage reservoir (Bennington Lake) and Mill Creek flood channel were all constructed by the U.S. Army Corps of Engineers (USACE) because of the 1931 event and have been the primary means of Mill Creek flooding mitigation to the City of Walla Walla since.

The 1996 flood occurred in a similar fashion following a rain-on-snow event where warming temperatures and rain following a late season snowfall rapidly melted snow over frozen ground. In some areas as soils began to thaw saturated conditions led to landslides. The 1996 flood impacted many areas throughout the County with some of the most severe impacts being realized in Waitsburg and the upper Mill Creek area. Flood-specific damages cost the County \$6,500,000, while specific jurisdictions, primarily Waitsburg, experienced flood-specific damages totaling an additional \$5,500,000.

During the February 2020 flood event Southeastern Washington experienced record high temperatures reaching well into the upper 60s in some locations. The warmer daytime temperatures along with record-breaking rainfall rapidly melted snow in the Northern Blue Mountains. With some of the ground frozen and other locations water-saturated, the water had nowhere to go except as runoff in drainage ditches, streams and creeks which were quickly filled to record-breaking levels. The 2020 event exceeded previous flood events, including a historic flood in February 1996 that also had compounding



impacts over several weeks. Precipitation during the incident amounted to the equivalent of two 100-year-rain events in two days. While flooding occurred in multiple areas in Walla Walla County, the most severely affected, as had occurred in previous events, was the City of Waitsburg and locations above and below the Mill Creek Flood Control Project. The greatest concentration of damages, other than Waitsburg, occurred in the Kooskooskie area near the Washington-Oregon border.

A. Walla Walla River Flooding

The largest recorded flood on the Walla Walla River occurred in December 1964 and was estimated to have a stage of 18.90 ft (423.90 ft above mean sea level) and a peak discharge of 33,400 cubic feet per second (cfs) near Touchet (after confluence with Touchet River). Flooding of the Walla Walla River also occurred in January of 1965, as well as 1906, 1931, 1949, 1951, 1972, and 1996. Most flood damages on the lower Walla Walla River are related to various types of road and bridge impacts, bank and field erosion, and sediment deposition. The probability of occurrence has been assessed as MEDIUM.

B. Touchet River

Recorded significant floods on the Touchet River have occurred in 1906, 1931, 1949, 1951, 1964, 1965, 1972, 1996 and 2020. The maximum flood on the Touchet River occurred in February 2020 with a peak flood discharge of about 14,000 cfs. In Walla Walla County, flooding of the Touchet River has mainly caused damage in the community of Prescott and significant damage in the City of Waitsburg. Flooding also caused various types of roads and bridge damage, bank and field erosion, and sediment deposition along the Touchet River to the Walla Walla River. Widespread severe damages and disruptions occurred in Waitsburg during the flood of February 2020. The probability of occurrence has been assessed as MEDIUM.

C. Coppei Creek

Coppei Creek has experienced significant flooding several times. The flows and levels on Coppei Creek are not gauged. However, it is known that Coppei Creek contributed to the severe level of damages in Waitsburg during the flood of February 1996. The creek left its channel and was diverted down Coppei Avenue where it collected behind the existing levee along the Touchet River causing damages to local structures. Other Coppei flood problems were related to road and bridge damage, bank and field erosion, and sediment deposition. Using high water marks, the U.S. Army Corps of Engineers (USACE) has estimated the February 1996 peak flood discharge on Coppei Creek to have been about 1,700 cfs. The probability of occurrence has been assessed as MEDIUM.

D. Mill Creek

Due to the topography of its watershed, Mill Creek tends to have short duration, high volume flood events. The largest of these floods are usually caused by prolonged



intense rainfall on saturated soils, or rapid snowmelt in conjunction with rain and warming temperatures.

The 1931 flood that impacted the City of Walla Walla spurred construction of the Mill Creek Flood Control Project, which was authorized by the Flood Control Act of 1938. Construction of the dam and its associated works was completed in 1942. An auxiliary outlet channel from the dam to Russell Creek and the construction of additional drainage facilities at the toe of the dam were completed in 1944. The sealing of the lake bottom, additional work on the drainage system in the foundation and the installation of an upstream outlet gate were completed in 1950. The paving of Mill Creek Channel through the city of Walla Walla was completed in 1948.<sup>1</sup>

According to the USACE, the channel has the following capacities:<sup>2</sup>

Gose Street to Mullan Avenue:

Type - Riprapped levee

Length - 1.9 miles

Capacity - 3,500 cfs

Mullan Avenue to Roosevelt Street (through the City of Walla Walla):

Type - Concrete-lined

Length - 2.2 miles

Capacity - 5,400 cfs

Roosevelt Street to Diversion Dam:

Type - Riprapped levee

Length - 2.8 miles

Capacity - 3,500 cfs has a 5,400 cfs capacity.

This channel is now aging and in many areas of the city it needs significant updating and repairs.

Major flood events on Mill Creek have occurred in 1931 (6,000 cfs with a stage of 7.5 ft in Walla Walla), 1964 (3,300 cfs controlled to 2,400 cfs by diversion), 1996 (6300 cfs at Kooskooskie gage, controlled to about 4,000 cfs), and February 2020 (7050 cfs at Kooskooskie gage, controlled to an average 3800 cfs over 10 hours). During the 2020 flooding Kooskooskie experienced a rise from 4200 to over 7000 CFS in just two hours' time. Damage to homes, roads, bridges, and critical freshwater transmission lines was severe. Despite high flows, the City of Walla Walla suffered only minor damage within the city limits. During both the February 1996 & 2020 flood, diversion and retention of water at the U.S. Army Corps of Engineers' Mill Creek Flood Control Project provided significant protection.

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<sup>1</sup> [Mill Creek Fact Sheet 2021 \(oclc.org\)](https://www.oclc.org)

<sup>2</sup> [Walla Walla District - Mill Creek Dam and Bennington Lake \(army.mil\)](https://www.army.mil)



## HISTORIC PERSPECTIVE



2020 Flood Event in the Mill Creek Basin has some similarities to the 1996 and the 1931 flood event

### Similarities:

- All three events had two peaks
- 1996 also took place around 6 Feb

### 2020 Differences:

- Duration over 48 hours versus 80 hours in 1996
- 10 hours at flows over 5000 cfs versus 3 hours in 1996 event
- Set a new record peak flow at 7050 cfs at the Kooskooskie gage
- Two 100-year rain events in two days

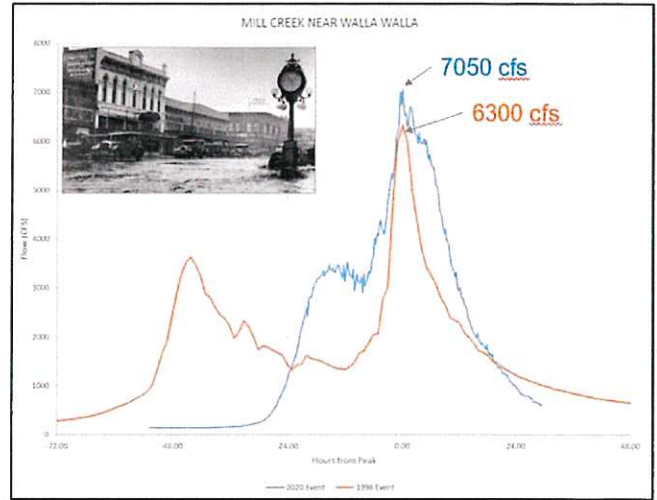


Figure 2: U.S. Army Corps of Engineers Analysis of 2020 Flood Event

Highwater periods during 2022 didn't rise to the levels seen during previous events but did result in nuisance flooding and bank erosion. During an unusual Spring event, the Mill Creek Flood Control Project diverted water into Bennington Lake to control peak flows through downtown channels. As in previous high-water events, bank undercutting and erosion downstream of the city were noted. The probability of flood occurrence has been assessed as HIGH.

### E. Yellowhawk, Cottonwood, Russell, Garrison, and Reser Creek

There is little flooding data available regarding flows on Garrison, Yellowhawk, Cottonwood, Russell, and Reser Creeks. Flows in Russell, Garrison, and Yellowhawk Creeks are partially regulated by the Mill Creek Diversion and Reservoir project. In the absence of the USACE project the causes and frequency of flooding on these creeks would be expected to be similar to Mill Creek. The 1983 FEMA FIS reported that there was evidence of at least five floods in the last 50 years. These were in 1926, 1927, 1931, 1949, and 1964. The largest flood may have occurred in 1949. Only nuisance flooding was reported in these drainages during 1996 and 2020.

During the unusual Spring flooding event of 2022, high water in Yellowhawk, Russell and Cottonwood creeks resulted in water overtopping the banks and inundating property and some residences. This event was believed to have been caused by a combination of unusually high spring flows and water being diverted from Russell Creek into Yellowhawk by a debris dam. This diversion exceeded the channel capacity for Yellowhawk and caused it to overtop its banks in multiple locations. Residents and property owners, in cooperation with State and local officials, are working to remove the debris and reduce the chance of future flood events. There may be other



unanticipated changes to streamflow caused by impacts of the 2020 flood event (such as gravel bars and other debris deposits). The probability of a flooding event on these creeks is assessed to be medium-low.

#### F. Flash Flooding

Flash floods are characterized by a rapid rise in water level that exceeds bank-full capacity of any measurable water course (i.e., stream, river, dry ravine). In an extreme case a flash flood could be a wall of water moving down a steep canyon or ravine. Flash floods are common in areas of steep terrain and alluvial fans. Flash floods are distinguished from other types of flooding by the short time frame in which they can develop and intensify. They can occur within a short time ( $\leq$  six hours) of a rain event or following a sudden release of water held by an ice or debris dam. There is often little warning of a flash flood.

The brief, intense rainfall from a thunderstorm is usually the cause of a flash flood. Inadequate urban drainage systems increase the likelihood of a flash flood. In urban environments where vegetation has been removed, where bridges and culverts constrict flow, or where buildings and paving have greatly expanded impermeable surfaces, there is an increasing flash flood risk. Several factors contribute to flash flooding. Two key elements are rainfall intensity and duration. As discussed above, other factors include topography, soil conditions, and ground cover.

On July 16, 2012, a stationary upper-level low pressure area near Brookings, Oregon brought abundant moisture across eastern Washington. This combined with daytime heating to produce a few severe thunderstorms and locally heavy rainfall. Thunderstorms training from south southwest to north northeast over the narrow path produced an estimated 1 to 2 inches of rainfall and caused flash flooding and mud slides two to three miles south of Touchet. A parked pickup truck was completely submerged. Over a dozen county roads were damaged. Damage was estimated at 1.25 million.

Currently, development regulations are in place which limit impervious surface, plan for flooding, and require that storm water run-off is contained within property boundaries and not allowed to flow onto adjacent roadways and properties. These regulations are enforced by local jurisdictions as well as by the Washington State Department of Ecology.

Damage from localized flash flooding would most likely be contained to a relatively small area or drainage and vulnerability has been significantly reduced for many areas due to state and local flooding and storm water regulations.

The National Weather Service (NWS) has reported two flash flood events since 1950: April 24, 2005, in the Waitsburg area, and May 8, 2005, in the City of Walla Walla area. No damage was reported in the Waitsburg incident, and the City of Walla Walla reported approximately \$20,000 in damages (U.S. Department of Commerce National Climatic Data Center, n.d.). The overall probability of a flash flood event is MEDIUM.

### III. RESPONSE

Walla Walla County flood response is somewhat hampered by the fact that event onset and termination generally happen quickly. Initial response capabilities include but are not limited to the following areas.

#### A. Law Enforcement (LE):

Reconnaissance of flood prone areas, initial road closures for public safety and facilitating evacuations. As the situation warrants, may assume temporary Incident Command until relieved by either Fire leadership or Public Works. See also Emergency Support Function (ESF) 13 – Public Safety, Law Enforcement and Security, Walla Walla County Comprehensive Emergency Management Plan (CEMP).

#### B. Fire and EMS:

Where permissible, rescue of trapped persons and assistance with evacuation. Fire leadership commonly assumes initial Incident Command of the early flood response within their districts. See also ESF 04 – Firefighting, Walla Walla County CEMP.

#### C. Public Works

Provides reconnaissance of endangered roadways and bridges. Assumes Incident Command to affect emergency repairs, road closures and other activities deemed necessary to keep County residents safe on public roads and right of ways. Administers Mill Creek Flood Control Zone District. See also ESF 03 – Public Works and Engineering, Walla Walla County CEMP.

#### D. Walla Walla County Emergency Management (WWEM)

In consultation with elected leaders, activates the EOC and advises local officials on declarations of disaster. Acts as a central point of information collection and dissemination. Supports the incident response by providing emergency messaging, notifications and responding to media inquiries. Coordinate and manage resource requests to State and local agencies in support of response partners. Coordinates emergency sheltering for displaced persons, pets, and livestock. Provides situational awareness to elected officials in support of executive decision making in support of the response. Utilizes Memorandums of Understanding (MOUs) to facilitate the availability of sandbags for protection of critical infrastructure. See also ESF 05 – Emergency Management, Walla Walla County CEMP. ***Note: County and municipal agencies do not conduct flood fight operations on private property.***

#### E. USACE Mill Creek Flood Control Project

Monitors water levels and flow rates along Mill Creek as required. Activates diversion and water detention to maintain safe water flows through the City of Walla Walla. Releases water as needed to conserve detention space in Bennington Lake.

Communicates flows and diversion levels to WWEM per the USACE Joint Synchronization Matrix.



F. Emergency Management Executive Board (EMEB):

Made up of elected officials and municipal leader, the board holds overarching authority over response goals, executive financial decisions, and declarations of emergency.

#### **IV. MITIGATION**

Mitigation in Walla Walla County falls into three separate categories.

A. Hazard Mitigation

In Walla Walla County hazard mitigation includes but is not limited to the following.

- Flood Plain management utilizing Planning and Zoning to discourage development in high-risk flood areas.
- Education and outreach to provide County residents with information on flood risk and preparedness as well as structural mitigation such as flood insurance, structure elevation and re-location.

B. Structural Mitigation:

In Walla Walla County structural mitigation has been primarily centered around the USACE Mill Creek Flood Control Project. This project, first completed in 1942, utilizes a diversion dam, and a multi-acre water detention area. During flood events, the Project, utilizing internal SOPs and operational plans, manages the flow of water entering the flood control channels which pass through town. The purpose is to ensure that flow rates are managed to limit structural damage to channels, bridges and levies which protect the City of Walla Walla.

C. Non-Structural Mitigation

The purpose of non-structural flood mitigation is to try and affect change in the way that people interact with the floodplain.

- Emergency Management provides education and outreach to County residents on County flood hazards and how to be prepared should a flood event occur.
- Emergency Management facilitates communication between County residents and FEMA to help move people out of flood prone areas, create open space and to elevate structures in high-risk areas.
- Non-structural mitigation also includes in-depth community flood planning utilizing input from primary, support, and cooperating response partners/agencies.

#### **V. PLANNING ASSUMPTIONS**

- A. People living in threatened areas should be educated concerning their situation. The amount of time available to determine the scope and magnitude of an incident will impact the response actions taken.

- B. The Incident Command System (ICS) will be used for flood incident response. ICS is a management tool that provides a flexible structure that allows local, state, federal, and private entities to be integrated under a single command authority.
- C. The Emergency Operations Center (EOC) will be activated to Level 2 or higher for potential or actual flood incidents. An EOC is a physical location that is located separately from the on-scene Incident Command Post and supports the on-scene response by providing external coordination and securing of additional resources. The EOC organization is comprised of the Agency Administrators, Emergency Management staff, and other key officials from the affected jurisdictions. The Walla Walla County Emergency Management Department (EMD) Director is designated the EOC Director.
- D. All flood damage reduction structures (levees, channels, dams, and diversion structures) are assumed to be safe for their intended purpose until advised to the contrary by agencies responsible for maintaining or inspecting these structures.
- E. Flood damage reduction structures, such as the Mill Creek levees and dam, pose a flood hazard within their respective inundation areas.
- F. Catastrophic failure of the Mill Creek structures is possible, but not likely. Dam owners will provide advance warning in accordance with their Emergency Action Plans.
- G. Sabotage or deliberate attacks upon these structures are remote possibilities.
- H. If there is forewarning of an impending flood, many people will stay with their assets and attempt to protect them. Some people will evacuate before being directed to do so. Some people not at risk may also evacuate.
- I. Warnings to the public will be issued using a variety of mediums dependent on available time, severity of incident and risk to the public. Social media in the form of Facebook and Twitter will be used to provide information to the public and to provide alerts when time is not a crucial consideration. The Emergency Notification System (ENS), Integrated Public Alert and Warning System (IPAWS) Emergency Alert System (EAS) and Wireless Emergency Alerts (WEAs) will be used to provide messages to the public when time is a factor and life and property are deemed to be at risk. Public safety will always be the primary consideration when determining the method of messaging.
- J. The public will receive and understand official information related to warning and evacuation. According to Washington State Law, notifications to evacuate will be advisory, but are not mandatory.
- K. The public will act in its own interest to leave dangerous areas when advised to do so by local authorities. Schools, nursing homes, hospitals, jails, and other institutions are responsible for their populations. The Emergency Operations Center may be asked to help arrange transportation of at-risk populations.
- L. If a precautionary evacuation of special needs persons and institutionalized populations is initiated, some members of the public in the risk area will also evacuate.



- M. Evacuation will be primarily in family groups using private vehicles.
- N. Pets will accompany evacuees and will present challenges
- O. There will be approximately 48 hours between signs of distress to Mill Creek Dam and its catastrophic failure.
- P. Evacuating people will be difficult or impossible following a catastrophic failure of Mill Creek Dam. Failure at night will result in higher numbers of fatalities and injuries.
- Q. Stranded motorists or abandoned vehicles may present obstacles to flood response or evacuation.
- R. Law enforcement, fire, and rescue services will be hampered.
- S. Water and sewage facilities in the City of Walla Walla may be overwhelmed by flood waters and be temporarily unavailable.
- T. If possible, evacuees will seek shelter with relatives or friends, or in commercial establishments rather than in public shelters.
- U. Food, water, and shelters will be made available with the assistance of the American Red Cross serving Southeastern and Central Washington. Various factors will affect when food, water, and shelters are available (availability of volunteers, travel time, identification of a suitable location, etc.).
- V. Electrical power may not be available. This could impact traffic signals and impede traffic flow. Communications may be reduced.
- W. Walla Walla County will rely on state and federal assistance in responding to major flooding incidents.
- X. Search and rescue operations may be required to assist trapped, injured, handicapped, or elderly persons.
- Y. Emergency operations may be seriously hampered by damage to communications systems. Telephone switching equipment, radio repeater sites, fiber optic cables, and cell phone towers may be damaged.
- Z. Successful implementation of this plan is contingent upon the immediate availability of trained personnel and other community resources that are maintained in an appropriate state of readiness. Proper deployment of these resources is dependent on regular, systematic training; drills and exercises; adequate supplies; equipment maintenance; and specific assessments of overall preparedness.

## **VI. CONCEPT OF OPERATIONS**

- A. National Weather Service Office, Pendleton, issues a Flood Statement, Watch or Warning, forecasting the possibility or likelihood that weather and hydrological conditions could result in a serious flooding event within a specified time frame and within Walla Walla County. The NWS may issue a targeted hydrologic or flood briefings prior to a hydrologic outlook statement. Walla Walla Emergency Services Communications (WESCOM) may also be notified by County residents of a flash flood

event which has occurred with little, or no notice, precipitated by weather conditions whose severity exceeded forecasted expectations.

- B. Upon receipt Walla Walla Emergency Management Director Advises the Board of County Commissioners Chair, and activates the EOC to level 3, Standby.

## VII. WALLA WALLA COUNTY EOC ACTIVATION



Figure 3: Walla Walla County EOC Activation Levels

### **Level 4: Day to Day Operations**

Conditions pose no imminent threat to life, property, or the environment. WWEM staff conduct routine monitoring and daily operations.

### **Level 3: Stand-By**

Level 3 activations are typical responses to situations of threats that do not merit a higher level of activation. Conditions are forecast which may pose a potential threat to life, property, or the environment. In addition to their normal duties, WWEM staff conduct enhanced monitoring of a potential incident which may require extended working hours. EMEB members from the appropriate jurisdictions and EOC staff will be contacted, advised that the EOC level of activation has been raised to Level 3, and briefed on the status of the incident. Some EOC staff augmentation and a commitment of standard local resources may be required.

### **Level 2: Limited Operational**

This level represents partial activation of the EOC when conditions pose a significant threat to life, property, or the environment; or minor damage is imminent or occurring. Extended working hours, including weekends are probable. Selected EOC staff are present on at least a part time basis; other primary staff and second-shift personnel will remain



on stand-by. Liaisons from partner agencies may provide support in the EOC; a disaster declaration may be declared. Local resources may be engaged. Mutual aid, state or federal agencies are contacted and advised that their assistance may be required.

#### **Level 1: Full Operational**

This level represents full activation of the EOC when conditions exist of such a magnitude to pose an extreme threat to life, property, or the environment; or widespread damage is imminent or is occurring. All primary and second shift EOC staff are present in the EOC as scheduled. Applicable liaison positions are activated. A disaster declaration will be issued. Local resources are fully engaged. Assistance from mutual aid, state or federal agencies will, almost certainly, be required.

- A. In the event of an unexpected event, or one where very little lead time exists the notification process will most likely begin with WESCOM as public requests for assistance initiates a requirement to dispatch LE, Fire, or Public Works to protect public safety, protect property or safeguard infrastructure. Initial response will likely precede notifications and EOC activation, requiring a rapid escalation of the steps described for an anticipated event.
- B. Emergency Management Director or designee, then notifies or verifies receipt of notification with WESCOM, Fire and LE, and City/County Public Works. In the event of a flood event affecting Mill Creek, the Emergency Management Director establishes communication with the U.S Army Corps of Engineers (USACE) Flood Control Project at Mill Creek and confirms communication and response plans as outlined in the Mill Creek Flood Control Project's Flood Emergency Operations Plan (EOP) and internal project Standard Operating Procedures.
- C. Emergency Management acts as a liaison with the National Weather Service (NWS) and coordinates briefings of current hydrology conditions and forecasts with County and City response partners to ensure they have the most current and accurate planning information available. They begin providing information to the public via Facebook, Twitter, local media, and if required using the County's Emergency Notification System (ENS).
- D. Fire, LE, County and City Public Works begin response planning and preparation. Using inundation maps, historical records local flood planning response agencies coordinate logistics, define at risk areas/populations, response priorities and public safety strategies. They communicate with the Walla Walla County EOC to coordinate logistics and activate current mutual aid agreements as required. Responding Agencies will assign Incident Commanders and coordinate internally to unify commands if event parameters expand to require it.
- E. Fire, LE, County and City Public Works begin response operations and coordinate movement and priorities through WESCOM. Using established communications plans, elements will use normal operating frequencies and modes of communication. WESCOM will manage communication in accordance with current standards policies and procedures. Incident Commanders with requests for logistical support will contact

the EOC directly. If the ability of the County to respond requires additional support which cannot be filled through mutual aid/support agreements, Incident Commanders will contact the EOC and initiate a request for assistance from Washington State Emergency Management. Note: Requests for federal assistance can only be funneled through the local EOC to State EOC (SEOC) process.

- F. The EOC activates to Level 1, (fully operational) in support of multiple Incident Commanders or a Unified Command and requests agency liaisons and begins logistic coordination and planning. Stands ready to coordinate transportation assets listed in current mutual aid agreements in support of Incident Command objectives. Acts as the liaison with Washington State Emergency Management Division to request assistance and logistical support. The Walla Walla County Emergency Public Information Officer (EPIO) disseminates information to the public through established media contacts and responds to requests for information from out of area, (regional, national, international) media organizations. The EPIO ensures continuity of message by coordinating news releases with Incident Commanders or agency level PIOs. Stands ready to create a Joint Information Center (JIC) should the scope of the event require a larger medium for information processing and release. EOC continues close contact with the USACE to coordinate information release, receive current flow or diversion information and warnings should equipment or structural failure within the Project raise the risk of damage or injury down-stream.
- G. During the event, as requested by an incident command and in coordination with elected officials the EOC stands ready to provide immediate evacuation notifications to the public using the ENS. This system can be used to provide critical information on issues affecting life safety, infrastructure, and evacuation routing. The ENS contains a database of contact information for Walla Walla County residents, obtained by the ENS vendor. Residents may also provide contact information through the ENS registration web portal. Also through the ENS, Walla Walla County Emergency Management has access to the Integrated Public Alert & Warning System (IPAWS). This federally managed system allows for emergency alerting using Wireless Emergency Alerts (WEAs) and the Emergency Alert System (EAS). WEAs can be sent to mobile devices without the need to download an app or subscribe to a service. The messages are short and can provide immediate, life-saving information. The Emergency Alert System is a national public warning system used to deliver important emergency information over television and radio. ENS/WEA/EAS are utilized for warning the public of an imminent threat that requires immediate action to avoid or mitigate damage to life and property.

## **VIII. ROLES AND RESPONSIBILITIES**

### **A. WESCOM**

- Interfaces with the public on a 24-hour basis to receive information on emerging conditions.
- Contacts first response agencies. (Fire, LE, Public Works, Emergency Management)



- Acts as a synchronous point for units responding to a flood emergency and for the establishment of unified command.
- See ESF 02 – Telecommunications, Information Systems, and Warning, Walla Walla County CEMP.

#### B. Emergency Management

The Walla Walla County Emergency Management Department (EMD) Director is the designated the Emergency Operations Center (EOC) Director. The EOC Director:

- Ensures that EOC has appropriately trained staff and is equipped to manage an all-hazard response in both the response and recovery phase of the event.
- Helps to establish a common operating picture for response decision makers and participants and for supporting state agencies using WebEOC<sup>3</sup>.
- Ensures that the EOC is appropriately staffed by liaisons from County and City response agencies and staffed to meet operational requirements.
- In cooperation with County/City leaders, establishes priorities for response and assists in requesting and coordinating resources as requested by Incident Commanders or County/City leaders.
- Coordinates and disseminates public information and warnings in support of Incident Command goals.
- Coordinates mass care for displaced persons and pets.
- Works with various Non-Governmental Organizations (NGO) to assist with clean up and recovery efforts.
- See ESF 05 – Emergency Management, Walla Walla County CEMP.

#### C. Walla Walla Fire and EMS.

- Conducts or assists with evacuation and rescue, especially for disadvantaged persons, in flood areas.
- Assists in warning the public of flooding.
- Deploys Hazardous Materials Response Team and sets up decontamination areas.
- Provides staff support to the EOC.
- Provides on-site treatment of victims and transportation to hospitals.
- As needed works with the EOC and Valley Transit (acting as Transportation Coordinator) to provide for evacuation of disabled persons, including those in nursing homes, hospitals, etc.
- Assists with return of medical evacuees to usable facilities.
- See ESF 04 – Firefighting, and ESF 08 – Health and Medical Services, Walla Walla County CEMP.

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<sup>3</sup> a web-based crisis information management system and provides secure real-time information sharing

#### D. Walla Walla Law Enforcement (LE)

- Primary purpose of Law Enforcement during a flooding event is to conduct operations in support of life safety.
- This includes emergency road closures, evacuation notifications and reconnaissance/surveillance of at-risk areas, facilities, and critical infrastructure.
- This is in addition to normal response to criminal instances, traffic safety and accident response.
- Through contact with WESCOM, and agency communications coordinates response with Fire/EMS, Public Works, and other responding agencies.
- See ESF 13 – Public Safety, Law Enforcement, and Security, Walla Walla County CEMP.

#### E. Public Works

- Primary purpose of County and City Public Works during a flooding event is focused on roadway and bridge integrity, transportation safety and conducting both initial stopgap repairs and the planning and coordination of long-term recovery projects.
- Through communication with WESCOM, Fire, LE, and Emergency Management, Public Works agencies coordinate road and bridge closures, reconnaissance and surveillance of County and City roadways and bridges and providing information to the public on the road closures and conditions.
- During an event such as this, the Public Works Lead will assume Incident Command of their jurisdictional response.
- Public works does not flood fight on private property. Flood fight operations will be confined to infrastructure, roads, bridges and right of ways.
- Each municipality may maintain Standard Operating Procedures specific to Public Works flood response.
- See ESF 03 – Public Works and Engineering, Walla Walla County CEMP.

#### F. County/City Leadership

- Has ultimate responsibility within their jurisdiction for coordinating, managing, and directing the response and recovery actions due to a flood incident. For some flood incidents, the Incident Commander may be delegated this responsibility.
- As required, activates County/City Continuity of Operations Plan (COOP) to ensure that critical governmental functions continue and to allocate resources necessary to maintain those functions.
- Approves release of warnings, instructions, and other emergency public information relating to flooding.
- Authorizes activation of Emergency Operations Center at each level.



- Coordinates flood response efforts with other local jurisdictions, when appropriate.
- Directs the relocation of at-risk essential resources (personnel, equipment, supplies) to safe areas, when appropriate.
- Issues evacuation recommendations to citizens, when appropriate.
- Directs the opening of local shelters and mass care facilities, including facilities for animals, if needed.
- Authorizes return to evacuated areas, when appropriate.

#### G. USACE Mill Creek Flood Control Project

- Manages flood control operations per the USACE Joint Synchronization Matrix.
- Maintains communication with Walla Walla County Emergency Management during flood operations.
- Works with USACE Hydrology to determine thresholds for diverting water into the Bennington Lake reservoir while maintaining safe channel flow thresholds through the City of Walla Walla.
- Maintains surveillance of critical areas to ensure structural integrity and public safety.

#### H. USACE District Office

- Monitors Corp's jurisdictional responsibilities for safety and integrity utilizing established plans and procedures.
- Provides timely information to Walla Walla County Emergency Management about potentially dangerous situations which may impact public safety or critical infrastructure.
- Provides approved support to flood response operations within the USACE footprint.

#### I. Umatilla County Emergency Management

- Coordinates with Walla Walla County Emergency Management to alert Umatilla County residents located along Mill Creek, east of the Walla Walla County Border.
- During hydrological events, communicates with WWEM to coordinate emergency response activities, including, but not limited to, rescue and evacuation operations for impacted residents located in Umatilla County.
- During response and recovery operations, coordinates with the Umatilla County Public Works to complete repairs to damaged roadway and infrastructure in Umatilla County which affects watershed operations.

#### J. Washington State Emergency Operations Center (SEOC)

- Conducts flood notification to state agencies according to protocol.
- Assists with resource requesting for event response and recovery phase.

- Acts as a liaison with other State agencies required for event response and recovery phases.
  - Notifies Washington State Patrol.
  - As requested, assists with public warning and information.
- K. American Red Cross (ARC) serving Southeastern and Central Washington
- Assesses situation and status reports from the WWEM EOC and ARC damage assessment teams, assesses available personnel and resources.
  - Operates shelters as needed.
  - Provides meals at fixed and mobile feeding sites.
  - Provides emergency first aid services in shelters, feeding sites, and emergency first aid stations.
  - Distributes potable water and ice, and bulk emergency relief items.
  - Provides, staffs, and operates Disaster Welfare Inquiry (DWI) services.
  - Establishes communications between shelters, feeding units, emergency first aid stations, and relief operation locations.
  - Manages ARC logistical support (such as transportation, and needed supplies), and financial activities.
  - Maintains contact with the WWEM EOC.
  - Evaluates mass care needs and make recommendations to higher level of ARC regarding allocation of resources and establishment of priorities.
  - Evaluates support requirements received from the WWEM EOC, and/or other volunteer agencies.
  - See ESF 06 – Mass Care Housing and Human Services, Walla Walla County Comprehensive Plan (CEMP)
- L. National Weather Service (NWS) – Pendleton Office
- Provides timely forecasting of hydrological and other weather-related events which have the potential to impact Walla Walla County.
  - Provides forecast updates, hour by hour and projected hydrological flows in support of flood planning and response during flood events.
  - Communicates weather related information to the public in the form of weather advisories, watches, and warnings.
  - Warns the public of dangerous weather conditions utilizing emergency alerting systems.
  - Provides location specific forecasting (spot) in support of post event recovery efforts.

- Engages Walla Walla County in whole community engagement and preparedness through the Weather Ready Nation Ambassador program and the Storm Ready program.

M. Blue Mountain Humane Society

- Tracks the activities of all available animal shelter facilities and confinement areas identified before, during, and after the disaster.
- Provides information on the location and availability of shelter space, food, and water for animals.

N. Walla Walla County Public Health

- Coordinates with community partners.
- Tests and investigates reports of septic tank system problems.
- Approves and inspects temporary food facilities.
- Provides public information and education through the Walla Walla County Emergency Public Information Officer (EPIO).
- Provides liaison with the American Red Cross and other relief and volunteer agencies re: mass care facilities, shelters, feeding sites, first aid and other health and medical issues.
- See ESF 08 – Health and Medical Services, Walla Walla County CEMP.

O. Walla Walla County Coroner

- Coordinates the provision of mortuary services for flood incident fatalities.
- Makes death notifications to next of kin.
- Establishes fatality collection points in a safe location in conjunction with Incident Command Post (ICP) requests.

P. Washington State Department of Transportation (WSDOT)

- Provides field operations support to the EOC or ICP.
- Assesses State highways and bridges.
- Provides “DETOUR” signs and other traffic control or direction devices.
- Removes debris from traffic routes.
- Provides equipment, personnel, and materials to protect public roads.

Q. Washington State Penitentiary (WSPEN)

In accordance with their Mutual Aid Agreement the Washington State Department of Corrections Washington State Penitentiary (WSPEN) stores sandbags provided by local jurisdictions and provides them for sandbagging operations during declared flood emergencies within Walla Walla County, upon request by designated County or City officials. If requested, WSPEN will deploy inmates and/or a sandbag filling device to the sandbag filling station located at the penitentiary to fill the bags using pre-



determined filling specifications. Sand will be provided by the requesting entity. Transportation of the sandbags to the flood fight location, filled or empty, will be provided by the requesting agency. Refer to Sandbagging Memorandum of Agreement.

**R. Amateur Radio Emergency Service (ARES)**

- As required provides 2-way VHF, UHF and HF communication for first responders, hospitals, facilities housing at risk populations the WVEOC and other support agencies.
- Deploys at the discretion of the Walla Walla County Emergency Management Director.
- See ESF 02 – Telecommunications, Information Systems, and Warning, Walla Walla County CEMP.

**IX. DIRECTION, CONTROL, AND COORDINATION**

- A. The primary means of establishing and maintaining Direction, Control and Coordination will be using the National Incident Management System (NIMS). NIMS is part of the National Response Framework (NRF) that establishes a standardized incident response. NIMS provides a systematic, proactive approach to guide departments and agencies at all levels of government to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.
- B. Walla Walla County Emergency Management's all hazard response for emergencies originating in or affecting Walla Walla County, will be conducted in accordance with concepts and procedures recognized by the NIMS model and the Incident Command System (ICS). (See Figure 4)
- C. Incident Command during a flood event will most likely be initiated by Fire and Emergency Medical Services, or by Public Works. While ICS is used to structure the response in the Emergency Operations Center, the EOC Director will not assume command of response activities. Instead, the ICS model will be used to create a scalable framework whose focus will be directed towards resource management, public information, alerts & warning and maintaining a common operating picture for decision makers and other response partners.
- D. As the response transitions to recovery, the mission of the Emergency Operations Center will expand to include management of volunteer and non-governmental organizations, initial damage assessment, declaration management and continued coordination of any mass care initiated during the response. Throughout response and recovery, NIMS and ICS will be utilized to maintain a common unifying framework and language.



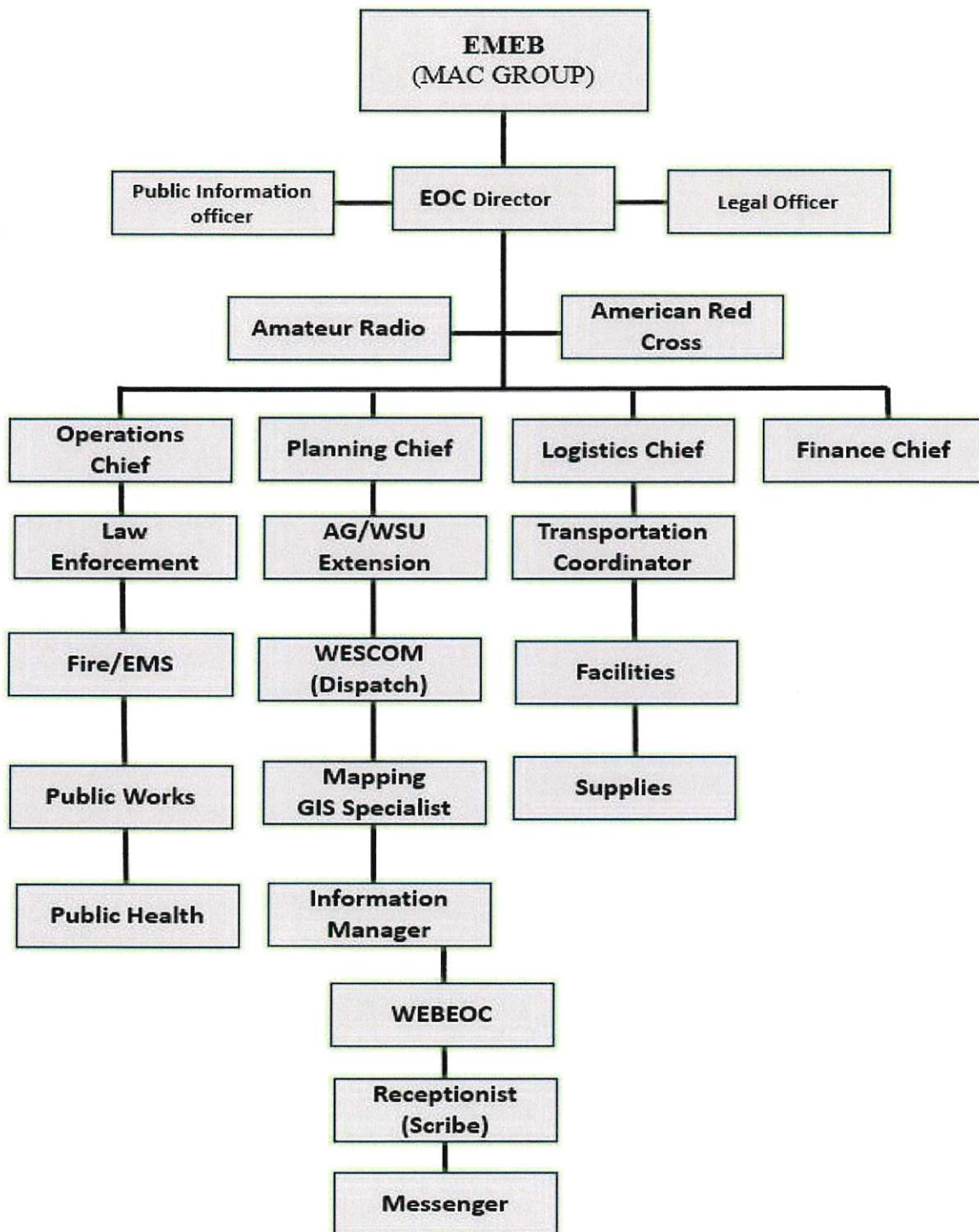


Figure: 4 – EOC Base Level Incident Command Structure

	EMEB / MAC Group	WESCOM Dispatch	Emergency Management	Community Health	Fire and EMS	Law Enforcement	County/City Public Works	Red Cross	Public Information Officer	ARES	WA DOT	National Weather Service	USACOE District Office	Mill Creek Flood Control Proj	WA State Penitentiary
Command And Control	P	S	S			P	P	P		S			S		
Alert and Notification	S		P							S			S		
Communications	S	P	S							S	S				
Public Information	S		P	S						P			S	S	
Evacuation	S	S	S	S	P	P				S					
Flood Response	S	S	S	S		S	P								S
Fire and Rescue		S	S		S										
Traffic Control		S			S	P	P					S			
Emergency Medical Services (EMS)		S	S		P										
Law Enforcement		S													
Public Health				P											
Mass Care	S		S						P	S					
Resource Management	S		P											S	S
Compensation and Claims	S		P												
Procurement and Cost	P														
Time			P												
P= Principal Organization    S=Supporting Organization															

Figure 5: Emergency Response Execution Matrix

## **X. INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION**

### **A. Information Collection**

During a Flooding event information will be collected through a variety of means. These include but are not limited to, WESCOM, Local Incident Commanders, Walla Walla County Department of Community Health, LE, Fire and EMS agencies, City and County Public Works. Information being collected by responding agencies should be directed to the Walla Walla County Emergency Operations Center (EOC) for dissemination to City/County Leadership and residents.

Initial Information will be based on the following community lifelines:

- Safety and Security
- Communications
- Food, Water and Sheltering
- Transportation
- Health and Medical
- Special needs populations

As the event proceeds, the type of information being collected will move from immediate life safety issues to longer term response/recovery issues:

- Boundaries of the affected area
- Access and control points
- Long term staffing needs
- Type and disposition of impacted areas, (agricultural, economic, financial, social, etc.)
- Initial needs and damage assessments
- Affected transportation routes
- Critical infrastructure in the affected area
- Affected populations, long term mass care needs

### **B. Information Analysis**

Initial analysis of information collected during a flooding event would be prioritized with emphasis being the safety of County Residents and responders. This analysis will help inform decision making about evacuation/sheltering in place, public alerting, messaging, and media releases in support of Incident Command Response goals. This information will also be used to initiate local declarations of emergency to open resource channels at the State and Federal Levels.

Subsequent analysis will be directed towards:

- Short and long term, recovery goals, damage assessment and clean up
- Public and individual assistance collection and submission



- Assessment of environmental impact
- Economic recovery
- Long term mass care issues related to displaced people

C. Information Dissemination

To maintain a common operating picture which can be monitored by supporting response organizations at State and higher levels, WebEOC will be utilized. This not only allows for real time information sharing, but it also provides a platform for requesting resources not locally available for the response and later recovery. As required, information will be shared with County residents using Emergency Notification System Alerting, Facebook, twitter and through news releases to local media outlets.

Information would also be shared with Governmental and Non-governmental organizations whose assistance would be required to assist the community with recovery efforts as soon as the initial response goals were completed. Information would also be disseminated to State and Federal government declaration efforts to secure funding to cover the costs of response and future recovery efforts.

## **XI. COMMUNICATIONS**

- A. Walla Walla County communications are made up of several different components which help meet the variety of needs that arise during an emergency. Communications needs for Walla Walla's first responder community are provided by a VHF High-band simulcast system. This is supported by 7 remotes sites maximizing communications reliability across remote areas of the County.
- B. Public messaging and alerting are possible through the means of the web-based Emergency Notification System (ENS). This system allows for "OPT-IN" communication with subscribers across Walla Walla County. Twice yearly cell phone data updates also help maximize the number of County residents that can be reached when important information needs to be disseminated.
- C. Walla Walla County can access the Integrated Public Alert and Warning System (IPAWS) via its ENS. IPAWS is FEMA's nationwide system for local emergency alerting. IPAWS provide authenticated emergency information to the public through mobile phones using Wireless Emergency Alerts (WEA) and through radio and television via the Emergency Alert System (EAS) and on National Oceanic and Atmospheric Administration's (NOAA) Weather Radio.
- D. Walla Walla County also provides information to the public through its web page, and through accounts on both Facebook and Twitter. Important information is also shared with the County residents through news release which are shared with local news outlets.
- E. The Comprehensive Emergency Management Network (CEMNET), National Warning System (NAWAS) and other communication networks can be used by emergency management as an alternate means of communication between County and State emergency management.

- F. Walla Walla County is determined to coordinate communication to Limited English Proficiency (LEP) residents. Using web-based translation services and County employees with Spanish language proficiency, WWEM works to ensure that LEP residents have equal access to important information and emergency notifications.
- G. See also ESF 02 – Telecommunications, Information Systems, and Warning, Walla Walla County CEMP

## **XII. EVACUATION LEVELS**



Figure: 6 - Walla Walla County Emergency Evacuation Levels



## Evacuation Decision Matrix

	FORECAST	STREAMFLOW	POTENTIAL/OCCURRING	Residents	Response Actions	EOC
Ready	NWS Determines that there is the potential for weather which may cause high flow conditions.	Current flow rates on major streams is indicative of CFS at or approaching 400 CFS	Properties within recognized inundation zones. Areas where previous flooding has occurred. Areas where hazard exists due to potential failures of Levee, dam or other retaining structures.	Residents should pre-position supplies and be prepared to leave on short notice.	Online/social Media warning. Public works/LE reconnaissance of hazard streams Daily contact with partner response agencies Alert Mass Care of potential Inform EMEB, Public Works, First Responders	LVL-3
	NWS Determines that There is a high probability that weather conditions may result in potential high flow conditions.	Current stream flow on major streams is indicative of CFS between 400 and 1400 CFS	Properties within recognized inundation zones. Areas where previous flooding has occurred. Areas where hazard exists due to potential failures of Levee, dam or other retaining structures.	Residents should have all supplies, pets, necessary health items packed in a vehicle and ready to leave. Those residents relying on transportation assistance, may want to request immediate transport and move to pre-designated meeting spots or Mass Care Sheltering.	Online/Social Media and ENS Alerts Public works/LE reconnaissance of hazard streams Frequent contact with response agencies Request initial stand up of Mass care sheltering Coordinate with Humane Society for Pet Sheltering	LVL-2
SET	NWS forecasts a continuation of weather conditions that indicate the probability of continued or increased high flow rates on area streams.	Current stream flow on major streams is indicative of CFS well in excess of 1400 with visual indications of rapid erosion. Levees and other retention structures are at capacity or above with overtopping occurring in some locations.	Properties within recognized inundation zones. Areas where previous flooding has occurred. Areas where hazard exists due to potential failures of Levee, dam or other retaining structures. Danger to public on roads and bridges along or over streams experiencing flood conditions.	As directed by authorized officials, residents should be evacuating to previously designated meeting areas or mass care. Depending on conditions some residents may be requested to shelter in place.	ENS/IPAWS Warning First Responders and Public Works Response initiated Continuous contact as needed with response agencies Mass Care is opened for persons and pets Online/Social Media/Media releases	LVL-1
	GO			There is significant danger to public should residences be inundated or they move through areas experiencing overtop or out of bank high flow stream conditions.	There is the immediate potential for danger to public should streams leave banks, Levees overtop or retaining structures fail.	

Figure 7: Incident Command System Structure



### **XIII. ADMINISTRATION, FINANCE, AND LOGISTICS**

#### **A. Administration**

When an emergency requires the staffing of the Walla Walla County EOC for response and recovery operations WWEM relies on staff from City/County departments, jurisdictions, the private sector, and volunteers. Utilizing the Incident Command System, these personnel fill the operational and support roles within the EOC. Tactical, ground level or on scene authority remains with response partners and Incident Commanders. All necessary decisions affecting response, protective actions and advisories will be made by officials under their existing authorities, policies, plans, continuity of operation plans and procedures.

As the EOC for Walla Walla County, WWEOC facilitates operational response on a regional level and supports operational response activities that are managed at the local level. WWEOC does not make tactical or operational decisions for local jurisdictions. Instead, the WWEOC facilitates regional support activities that have been developed collaboratively among the appropriate stakeholders.

For cooperative relationships between public, private and non-profit sectors, Walla Walla County Emergency Management relies on Memorandums of Understanding, or Mutual Aid agreements. Mutual Aid is a pre-arranged and agreed program of sharing resources between entities during a disaster or emergency event. Requests for Mutual Aid are considered the first go-to when seeking additional resources. Signatory members of the agreement will follow the legal and financial guidelines outlined in the document. When these previously arranged agreements cannot be honored by signatory members, then WWEOC will seek resource assistance from the Washington State EOC (SEOC).

#### **B. Finance**

Walla Walla County Emergency Management has an important role in the collection of damage assessments from both Public and individual entities. This information is summarized and shared with Washington State EMD to meet fiscal damage requirements for submission of State emergency declarations and or requests for federal assistance of presidential disaster declarations. WWEM assists entities and individuals with the processing of applications for assistance and facilitates transmittal to WA State EMD for processing.

WWEM also remains the chief conduit for obtaining private sector resources for recovery. WWEM coordinates the activities for the U.S. Small Business Administration, the FEMA, the U.S. Departments of Commerce and Agriculture, Volunteer Organizations Active in Disaster, faith-based organizations, and other partners to ensure that all elements of the community can receive the highest level of recovery support. In short, one of WWEMs primary roles is to act as an advocate for the impacted community as it seeks support for recovery.

#### C. Logistics

Resource requests for logistic support will be received by the WWEM in support of both response and recovery goals WWEM will make every effort to try and fill these requests utilizing resources located within both the incorporated and unincorporated parts of the County. If these attempts are unsuccessful, WWEM will request resource support through the WA State EMD utilizing WebEOC. All resource requests for federal support must be managed through WA State EMD.

### **XIV. TRAINING AND EXERCISES**

See Appendix 4 – Training, Exercises, and Drills, Walla Walla County CEMP.

### **XV. PLAN DEVELOPMENT AND MAINTENANCE**

Walla Walla County Emergency Management follows a process of improvement for established plans which have been developed, approved, and promulgated under the County's authority. This includes, but is not limited to:

- Analysis of documentation collected during the response and recovery phases of an event.
- Collection of “hot-wash” and formal After-Action Review documentation collected during or after the event.
- Creation of a formal After-Action report.
- Creation of an improvement plan with timeline for implementation and re-evaluation.
- The After-Action Review, AAR, and the improvement plan are the responsibility of WWEM. The AAR and improvement plan are submitted to the Emergency Management Executive Board, (EMEB) for approval and adoption. Since this plan is appended to the Walla Walla County Comprehensive Emergency Management Plan, (CEMP) review and update will occur on a five-year basis, or as events and changes dictate.

### **XVI. AUTHORITIES AND REFERENCES**

#### A. Governing Revised Codes of Washington (RCW) and Washington Administrative Codes (WAC):

- Chapter 09.73 RCW, Rights of Privacy
- Chapter 35A RCW, Optional Municipal Code
- Chapter 36.32.280-290 Regulation of Watercourses
- Chapter 36.40.140-190 Budget
- Chapter 38.52 RCW, Emergency Management
- Chapter 38.52.110 RCW, Use of Existing Services and Facilities
- Chapter 39.34 RCW, Interlocal Cooperation Act
- Chapter 42.56.420 RCW, Security

- Chapter 43.43.960-964, Washington State Patrol, State Fire Service Mobilization
- Chapter 52.02 RCW, Fire Protection Districts
- Chapter 70.102 RCW, Hazardous Substance Information
- Chapter 70.105 RCW, Hazardous Waste Management
- Chapter 70.136 RCW, Hazardous Materials Incidents
- Chapter 86.15 RCW Flood Control Zone Districts
- Chapter 118 WAC, Emergency Management
- Chapter 118.04 WAC, Emergency Worker Program

B. Other Governing Statutes:

- Public Law 93-288, The Disaster Relief Act of 1974, as amended by Public Law 100-707, The Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Public Law 920, Federal Civil Defense Act of 1950, as amended
- Public Law 96-342, Department of Defense Appropriations Act, 1981
- Public Law 99-499, Superfund Amendment and Reauthorization Act (SARA) of 1986, Title III, Emergency Planning Community Right-to-Know Act (EPCRA)

C. Plan References:

- Washington State Comprehensive Emergency Management Plan (CEMP)
- Walla Walla County Comprehensive Emergency Management Plan (CEMP)

D. Local References:

- Walla Walla County Interlocal Agreement – 2022
- Walla Walla County Hazard Identification and Vulnerability Analysis (HIVA) and Hazard Mitigation Plan (HMP)
- Walla Walla Penitentiary Memorandum of Agreement “Walla Walla Sandbag Filling Operations. Contract No. K7407 – 2020
- Walla Walla County Master Mutual Aid Agreement – 2022
- USACE Flood MOU – 2017
- Waitsburg Flood Response Plan – 2022



## GLOSSARY

For the purposes of this plan, the following terms and definitions apply:

**Accessible:** Having the legally required features and/or qualities that ensure easy entrance, participation, and usability of places, programs, services, and activities by individuals with a wide variety of disabilities

**Agency:** A division of government with a specific function offering a particular kind of assistance. In the Incident Command system, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Representative:** A person assigned by a primary, assisting, or cooperating Federal, State, tribal, or local government agency, or non-governmental or private organization that has been delegated authority to make decisions affecting those agencies or organizations participation in incident management activities following appropriate consultation with the leadership of than agency.

**All Hazards:** Describing an incident, natural or manmade, that warrants action to protect life, property, environment, and public health or safety, and to minimize disruptions of government, social, or economic activities.

**Allocated Resource:** Resource dispatched to an incident.

**Area Command:** An organization established to oversee the management of multiple incidents that are each being handled by a separate Incident Command System organization or to oversee the management of a very large or evolving incident that has multiple Incident Management Teams engaged.

**Assessment:** The process of acquiring, collecting, processing, examining, analyzing, evaluating, monitoring, and interpreting the data, information, evidence, objects, measurements, images, sound, etc., whether tangible or intangible, to provide a basis for decision-making.

**Assigned Resource:** A resource checked in and assigned work tasks on an incident.

**Assignment:** Task given to a personnel resource to perform within a given operational period that is based on operational objectives defined in the Incident Action Plan.

**Assistant:** Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to Unit Leaders.

**Assisting Agency:** An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management.

**Available Resource:** Resource assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

**Certifying Personnel:** The process of authoritatively attesting that individual meet professional standards.

**Chain of Command:** The orderly line of authority within the ranks of the incident management organization.

**Chief:** The Incident Command System title for individuals responsible for management of functional Sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence/Investigations (if established as a separate Section).

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command Staff:** The staff who report directly to the Incident Commander, including the Incident Information Officer, Safety Officer, Liaison Officer, and other positions as required. They may have assistants, as needed.

**Common Operating Picture:** An overview of an incident by all relevant parties that provides incident information enabling the Incident Commander/Unified Command and any supporting agencies and organizations to make effective, consistent, and timely decisions.

**Communications/Dispatch Center:** Agency or interagency dispatch centers, 911 call centers, emergency control or command dispatch centers, or any naming convention given to the facility and staff that handles emergency calls from the public and communication with emergency management/response personnel. The center can serve as a primary coordination and support element of the Multi-Agency Coordination System for an incident until other elements of the MACS are formally established.

**Complex:** Two or more individual incidents located in the same general area and assigned to a single Incident Commander or to a Unified Command.

**Cooperating Agency:** An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

**Critical Infrastructure:** Assets, systems, and networks, whether physical or virtual, so vital to the United States that the incapacitation or destruction of such assets, systems, or networks would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

**Director:** The Incident Command System title for individuals responsible for supervision of a Branch.

**Dispatch:** The ordered movement of a resource or resources to an assigned operational mission, or an administrative move from one location to another.

**Emergency:** Any incident, whether natural or manmade, that requires responsive action to protect life or property.



**Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

**Evacuation:** The organized, phased, and supervised withdrawal, dispersal, or removal of persons from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Function:** One of the five major activities in the Incident Command System: Command, Operations, Planning, Logistics, and Finance/Administration.

**General Staff:** A group of incident management personnel organized according to function and reporting to the Incident Commander, (e.g., Operations Section Chief, Planning Section Chief, etc.).

**Group:** An organizational subdivision established to divide the incident management structure into functional areas of operations. Groups are composed of resources assembled to perform a special function not necessarily with a single geographic division.

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Incident:** An occurrence, natural or manmade, that requires a response to protect life or property.

**Incident Action Plan:** An oral or written plan containing general objective reflecting the overall strategy for managing an incident.

**Incident Base:** The location at which primary Logistics functions for an incident are coordinated and administered. There is only one Base per incident. The Incident Command Post may be co-located with the Incident Base.

**Incident Command:** An organizational element within the Incident Command System having responsibility for overall management of an incident and consisting of the Incident Commander (either single or unified command structure) and any supporting staff.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics, and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Command Post (ICP):** The field location where the primary functions are performed. The ICP may be co-located with the Incident Base or other incident facilities.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure,



designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**Incident Management:** The broad spectrum of activities and organizations providing effective and efficient operations, coordination, and support applied at all levels of government, utilizing both governmental and non-governmental resources to plan for, respond to, and recover from an incident, regardless of cause, size, or complexity

**Incident Management Team:** An Incident Commander and the appropriate Command and General Staff personnel assigned to an incident.

**Incident Objectives:** Statements of guidance and direction needed to select appropriate strategy(s) and the tactical direction of the resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media. Public information officials from all participating agencies should co-locate at the JIC.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., Federal, State, tribal, local boundary lines) or functions (e.g., law enforcement, public health).

**Key Resource:** Any publicly or privately controlled resource essential to the minimal operations of the economy and government.

**Liaison Officer:** A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies or organizations.

**Logistics Section:** The Incident Command System Section responsible for providing facilities, services, and material support for the incident.

**Multi-Agency Coordination (MAC) Group:** A group of administrators or executives, or their appointed representatives, who are typically authorized to commit agency resources and funds. A MAC Group can provide coordinated decision-making and resource allocation among cooperating agencies, and may establish the priorities among incidents, harmonize agency policies, and provide strategic guidance and direction to support incident management activities. MAC Groups may also be known as multi-agency committees, emergency management committees, or as otherwise defined by the Multi-Agency Coordination System.

**Multi-jurisdictional Incident:** An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In the Incident Command System, these incidents **will** be managed under a Unified Command.

**Mutual Aid/Assistance Agreement:** Written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an incident.

**National Incident Management System (NIMS):** A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, to reduce the loss of life or property and harm to the environment.

**Operations Section:** The Incident Command System Section responsible for all tactical incident operations and implementation of the Incident Action Plan.

**Planning Section:** The Incident Command System Section responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the Incident Action Plan. This Section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

**Public Information Officer:** A member of the Command Staff responsible for interfacing with the public and media and/or with other agencies with incident-related information.

**Resource Management:** Systems for identifying available resources at all jurisdictional levels to enable timely, efficient, and unimpeded access to resources needed to prepare for, respond to, or recover from an incident.

**Response:** Activities that address short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident.

**Special Needs Population:** A population whose members may have additional needs before, during, and after an incident in functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those who have disabilities; who live in institutionalized settings; who are elderly; who are children; who are from diverse cultures; who have limited English proficiency, or who are non-English-speaking; or who are transportation disadvantaged.

**Task Force:** Any combination of resources convened to accomplish a specific mission. May be ad hoc or planned and include a designated leader and operate with common communications

**Unified Approach:** The integration of resource management, communications and information management, and command and management to form an effective system.

**Unified Area Command:** Version of command established when incidents under an Area Command are multijurisdictional.

**Unified Command (UC):** An Incident Command System application used when more than one agency has incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior persons from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single Incident Action Plan.

**Unit:** The organizational element with functional responsibility for a specific incident planning, logistics, or finance/administration activity.

**WebEOC:** A computer software program used to track actions during an emergency.



## ACRONYMS

<b>AAR</b>	After Action Review
<b>ARC</b>	American Red Cross
<b>ARES</b>	Amateur Radio Emergency Services
<b>CAP</b>	Civil Air Patrol
<b>CEMNET</b>	Comprehensive Emergency Management Network
<b>CEMP</b>	Comprehensive Emergency Management Plan
<b>CFS</b>	Cubic Feet Per Second
<b>COOP</b>	Continuity of Operations Plan
<b>DHS</b>	Department of Homeland Security
<b>DWI</b>	Disaster Welfare Inquiry
<b>EAS</b>	Emergency Alert System
<b>EAS</b>	Emergency Alert System
<b>EMD</b>	Emergency Management Department
<b>EMEB</b>	Emergency Management Executive Board
<b>EMS</b>	Emergency Medical Services
<b>EMT</b>	Emergency Medical Technician
<b>ENS</b>	Emergency Notification System
<b>EOC</b>	Emergency Operations Center
<b>EOP</b>	Emergency Operations Plan
<b>EPCRA</b>	Emergency Planning Community Right-to-Know Act
<b>EPIO</b>	Emergency Public Information Officer
<b>ESF</b>	Emergency Support Function
<b>FEMA</b>	Federal Emergency Management Agency
<b>FIRM</b>	Flood Insurance Rate Map
<b>FIS</b>	Flood Insurance Study
<b>GIS</b>	Geographic Information System
<b>HAZMAT</b>	Hazardous Material
<b>HIVA</b>	Hazard Identification Vulnerability Analysis
<b>HMP</b>	Hazard Mitigation Plan
<b>HSPD-5</b>	Homeland Security Presidential Directive 5
<b>IAP</b>	Incident Action Plan
<b>IC</b>	Incident Commander
<b>ICP</b>	Incident Command Post
<b>ICS</b>	Incident Command System

<b>IMT</b>	Incident Management Team
<b>IPAWS</b>	Integrated Public Alert and Warning System
<b>JIC</b>	Joint Information Center
<b>LE</b>	Law Enforcement
<b>LEP</b>	Limited English Proficiency
<b>MAC</b>	Multi-Agency Coordination
<b>MACS</b>	Multi-Agency Coordination System
<b>MOU</b>	Memorandum of Understanding
<b>NAWAS</b>	National Warning System
<b>NGO</b>	Non-Government Organization
<b>NIMS</b>	National Incident Management System
<b>NOAA</b>	National Oceanic and Atmospheric Administration
<b>NRF</b>	National Response Framework
<b>NWS</b>	National Weather Service
<b>PCA</b>	Project Cooperation Agreement
<b>PIO</b>	Public Information Officer
<b>RCW</b>	Revised Code of Washington
<b>SAME</b>	Specific Area Message Encoder
<b>SAR</b>	Search and Rescue
<b>SARA</b>	Superfund Amendment and Reauthorization Act
<b>SEOC</b>	State Emergency Operations Center
<b>SOP</b>	Standard Operating Procedures
<b>UC</b>	Unified Command
<b>USACE</b>	U.S. Army Corps of Engineers
<b>USGS</b>	United States Geological Survey
<b>WAC</b>	Washington Administration Code
<b>WEA</b>	Wireless Emergency Alert
<b>WESCOM</b>	Walla Walla Emergency Services Communications
<b>WSDOT</b>	Washington State Department of Transportation
<b>WSPEN</b>	Washington State Penitentiary
<b>WWEM</b>	Walla Walla County Emergency Management

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

IN THE MATTER OF APPROVING  
AN AGREEMENT FOR MEDICAL  
PROGRAM DIRECTOR

}

RESOLUTION NO. **22**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve an Agreement for Medical Program Director between Walla Walla County and Lewis D. Neace, D.O.

**BE IT FURTHER RESOLVED** that the term of said Agreement shall be January 1, 2023 through December 31, 2023.

*Passed this 21<sup>st</sup> day of **November, 2022** 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*



**AGREEMENT FOR MEDICAL PROGRAM DIRECTOR  
2023**

*Lewis D. Neace, D.O.*, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), Exhibit B (Compensation) copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the *1<sup>st</sup>* day of *JANUARY 2023*, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the *31<sup>st</sup>* day of *DECEMBER 2023*.

The maximum consideration for the initial term of this agreement shall not exceed \$10,262.09, unless modified by subsequent amendment.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 14, 15, 20 and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2022.

C O N T R A C T O R:

Firm Name

Lewis D. Neace, D.O.

  
Title: Medical Program Director

Mailing Address:

610 North Touchet Road  
Dayton, WA 99328

Social Security

SSN Retained on File in the 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

## **GENERAL CONDITIONS**

**1. Scope of Contractor's Services:**

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

**2. Accounting and Payment for Contractor Services:**

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

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

**3. Assignment and Subcontracting:**

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

**4. Wage Standards:**

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

**5. Independent Contractor:**

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

**6. No Guarantee of Employment:**

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



7. Taxes:

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

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

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting



from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

12. Termination

Either party may terminate this contract with 60 days written notice.

13. Termination for Public Convenience.

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

14. Defense & Indemnity Agreement:

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

15. Industrial Insurance Waiver:

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

16. Venue and Choice of Law:

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

17. Withholding Payment:

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

18. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

21. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.



b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

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

22. Ownership if Items Produced

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

23. Confidentiality:

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

24. Notice

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



25. Severability:

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

26. Waiver:

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

27. Survival:

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

28. Discrimination:

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

29. Personal Property Furnished by the County:

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

30. Conversions:

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

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

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

32. Lawsuit Defense:

It is understood by the parties to this agreement that the Washington State Department of Health (DOH) is required to defend and hold harmless the Medical Program Director (MPD) and Medical Program Director agents in carrying out Medical Program Director duties, pursuant to RCW 18.71.215, RCW 4.92.060, and RCW 4.92.070, so long as:

- 1) The MPD has personally performed the mandatory duties of protocols, recommendation for certification/recertification/denial of certification, and recommending disciplinary action to the DOH.
- 2) The MPD has made discretionary decisions based on impartial, medically defensible (but not necessarily universally endorsed) reasoning.
- 3) The MPD has acted in "good faith" and not outside the scope of authority granted by law to MPD's.

The MPD further agrees to comply with the requirements of WAC 246-976-920 as it now exists or is hereinafter amended.

33. Entire Agreement:

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

34. No Third-Party Beneficiary:

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

35. As a convenience to the Contractor, County will provide furnished office space, including internet connection, for the Contractor to utilize at 310 W. Poplar Street. The Contractor is not required to use this office space.

## APPENDIX A

### JOB DESCRIPTION

#### MEDICAL PROGRAM DIRECTOR WALLA WALLA COUNTY

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- The Medical Program Director is responsible for: The Medical Control which means the authority to direct the medical care provided by all persons involved in patient care in the pre-hospital system or in transporting patients between medical facilities. This includes BLS and ALS personnel categories.
- On-Line Medical Control: Physician contact with EMS personnel at the time of an incident, by radio, telephone or other means, directing the care of the patient.
- Off-Line Medical Control: Physician responsibility for the training of EMS personnel and the development of patient care guidelines and protocols:
- ACCORDING TO WAC 246-976-920  
The Medical Program Director shall:
  - A. Be knowledgeable in the administration and management of prehospital emergency medical care and services;
  - B. Provide medical control and direction of EMS/Trauma certified personnel in their medical duties, by oral or written communication;
  - C. Develop and adopt written prehospital patient care protocols that shall be based upon the assessment of the patients' medical needs;
  - D. Establish protocols for storing, dispensing, and administering controlled substances, in accordance with state and federal regulation and guidelines;
  - E. Consult with the local and regional EMS/Trauma Care Councils and emergency communications centers to develop and approve patient care procedures;
  - F. Work within the parameters of the approved regional patient care procedures;
  - G. Supervise training of all EMS/Trauma Care certified personnel;
  - H. Develop protocols for special training described in WAC 246-976-040;
  - I. Periodically audit the educational performance, skill maintenance, and field performance of EMS/Trauma Care certified personnel, for quality assurance purposes;



- J. Recommend to the Department of Health certification, recertification, or denial of certification of EMS/Trauma Care personnel;
  - K. Recommend to the Department of Health disciplinary action to be taken against EMS/Trauma Care personnel, which may include modification, suspension, or revocation of certification;
  - L. Review and make recommendations to the Department of Health for individuals applying for recognition or renewal of recognition as senior EMT instructors.
- WALLA WALLA COUNTY SPECIFIC RESPONSIBILITIES
    - Meet with Walla Walla County EMS Director on a routine basis
    - Routine run reviews with agencies
    - Review all training materials
    - Monitor Ongoing Training and Education Programs (OTEP)
    - Teach or designate mandatory sessions of Emergency Medical Responder (EMR) and Emergency Medical Technician (EMT) classes (approximately 12-14 hours) per class training session
    - Report on a bi-monthly basis to Local EMS and Trauma Care Council
    - Attend Local EMS and Trauma Care Council Meetings, EMS training sessions, and other functions as desired
    - Signature on all initial certification, recertification and on all applications and completion forms for training and agency licensure and trauma verification
    - Be available for counseling
  - REGIONAL RESPONSIBILITIES
    - Attend, when possible, Regional EMS and Trauma Care Council meetings
    - Attend subcommittee meetings, if applicable to activities
    - Complete monthly activity reports for state contract requirements
  - OTHER RESPONSIBILITIES
    - Attend State MPD meetings (every six months) or as scheduled
    - Attend State EMS Conferences
  - As EMS changes, in the State of Washington and in Walla Walla County, the responsibilities of the MPD also change.
  - The Walla Walla County EMS Director is available for assistance in all areas.

APPENDIX B

COMPENSATION

The Contractor shall be compensated at the rate of **\$855.17** per month for January – December 2023.

**WALLA WALLA COUNTY  
Technology and Personal Services Contract**

**AGREEMENT NO. \_\_\_\_\_**

Critical Insight Inc., hereinafter called Contractor, and Walla Walla County, hereinafter called County, agree as set forth in this Agreement, including the General Conditions (pp. 2 through 10), Exhibit A (Scope of Work), Exhibit B (Compensation), Exhibit C (Special Conditions) Exhibit D (Other provisions), Exhibit E (Vendor/contractor technology, remote access and confidentiality agreement]copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 21st day of November 2022, and shall, unless terminated or renewed as provided elsewhere in the Agreement, be terminated on the 1st day of \_\_\_\_\_January\_\_\_\_\_, 2023.

The maximum consideration for any work performed as specified in Exhibit A, is computed from the rates provided by the Contractor also in Exhibit B.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 20 and 23, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of November, 2022.

**C O N T R A C T O R :**

Critical Insight, Inc.

By

**THE COUNTY:**

Board of County Commissioners

\_\_\_\_\_  
Garrett Silver

Chief Executive officer

Authorized by firm Bylaws

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Mailing Address:

Critical Insight, Inc.

245 4th Street, Suite 405

Bremerton WA. 98337

Social Security

# [ retain at Auditor's Office]

or

Approved as to Form Only:

Business Tax ID

#47-4560300

\_\_\_\_\_  
Prosecuting Attorney



## GENERAL CONDITIONS

1. Scope of Contractor's Services:

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

2. Accounting and Payment for Contractor Services:

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

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

The final twenty-five (25) percent of the compensation due under this Agreement shall be withheld by the County until after the Contracting Officer has made final acceptance of any software or services to be provided or installed by the Contractor.

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that Walla Walla County is named as express third-party beneficiary of such subcontracts with full rights as such.

4. Wage Standards:

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

5. Independent Contractor:

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

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor

or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

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

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

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D".

9. Right to Review:

This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within the County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:



If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

12. Termination for Public Convenience:

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

13. Defense & Indemnity Agreement:

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

14. Insurance:

14.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, Contractor, at its cost and expense, shall purchase and maintain the insurance described in this subsection 14. The insurance shall be purchased and maintained in companies acceptable to Walla Walla County and shall be primary with no right of contribution. The Contractor's insurer shall have a minimum A.M. Best's rating of A- and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance and endorsement, signed by the insurance agent for the Contractor and returned to the County of Walla Walla's risk manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the



Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The insurance coverages to be purchased and maintained are:

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

14.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- \$1,000,000 for each occurrence of bodily injury and property damage;
- \$1,000,000 for personal injury;
- \$2,000,000 general aggregate; and
- \$2,000,000 for products/completed operations aggregate.

14.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000 for each accident. The policy shall cover all hired and non-owned automobiles used in connection with the Agreement or on or in the vicinity of Walla Walla County's operations.

14.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by Contractor from time to time on the lands of Walla Walla County pursuant to the Agreement, including, mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

14.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each the tenth anniversary of the date of the Agreement, the liability limits provided for in sections 14.1.2 and 14.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

14.1.6 Data Security & Privacy "Cyber". Contractor shall maintain "cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of

privacy perils, as well as breach mitigation costs and regulatory coverage) in an amount not less than \$1,000,000 per claim.

14.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to Walla Walla County's Risk Manager certificates and endorsements from Contractor's insurers showing that the coverage required above has been obtained.

14.2.1. The insurance certificates and endorsements must show Walla Walla County, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

14.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days' prior written notice to Walla Walla County.

14.2.3 Failure of Walla Walla County to demand the insurance certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Walla Walla County to identify a deficiency from any certificate or endorsement provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

14.3 Severability of Interests. The policies referenced in 14.1.2. and 14.1.3. shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

14.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against Walla Walla County, its employees, officers and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for Walla Walla County's benefit

14.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the Contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor.

15. Venue and Choice of Law:

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

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the



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

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Protection of Licensee Data:

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder, or service provided in connection with this Contract, shall not result in the use or disclosure by Contractor of any information concerning a patient/client obtained by the County in providing service in violation of Chapter 70.168 RCW, Chapter 42.56 RCW, Chapter 70.02 RCW, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal regulations governing privacy, including but not limited to 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

21. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and



conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

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

22. Ownership of Items Produced

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

23. Confidentiality:

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

24. Public Disclosure:

In the event of a public records request to for the Licensed Program or Licensed Documentation, the County shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the County from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the County may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the County deems appropriate

25. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the elected official or department head of the

department for whom services are rendered, and to the County Board of Commissioners, 919 E Sumach Street, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address on Page 1 of this agreement. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

26. Severability:

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

27. Waiver:

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

28. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24 and 27, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Discrimination:

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

30. Entire Agreement:

This written contract represents the entire Agreement between the parties solely and specifically in respect to Professional Services described in Exhibit A hereto and supersedes any prior written or oral statements, discussions or understandings between the parties in respect to such services only.

31. No Third Party Beneficiary:

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



Exhibit A



WALLA WALLA COUNTY, WA  
EXTERNAL PENETRATION TESTING SERVICES

STATEMENT OF WORK  
SOW 2022-597

NOVEMBER 14, 2022

**Presented To:**

Chad Goodhue  
Director of IT  
Walla Walla County, WA  
315 W Main  
Walla Walla, WA 99362  
(509) 524-2591  
cgoodhue@co.walla-walla.wa.us

**Submitted By:**

Wes Hardcastle  
Consulting Practice Director  
Critical Insight, Inc.  
245 4th Street, Suite 405  
Bremerton, WA 98337  
(206) 923-8748  
Wes.Hardcastle@CriticalInsight.com



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#### **NOTICE**

Critical Insight has made every reasonable attempt to ensure that the information contained within this Scope of Work is correct, current and properly sets forth the requirements as have been determined to date. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

#### **TRADEMARK NOTICE**

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## General Information

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### Background & Objectives

#### Purpose

This SOW describes the activities, scope and deliverables for the following security services:

- External Penetration Test
  - External Whitebox network penetration testing – up to 20 IP Addresses

### External Penetration Test

A penetration test seeks to understand what vulnerabilities are present, which threats may attack those vulnerabilities, and the impact of the threat leveraging the vulnerability. By understanding the likelihood and impact of those factors, a better understanding of risk is gained, and appropriately prioritized mitigations can occur. Furthermore, the testing activity can serve as a validation of existing mitigations and their overall effectiveness. A penetration test verifies whether these controls are deployed, configured, and monitored appropriately.

External penetration test is targeted at systems that store, process and/or transmit sensitive and regulated data as well as controls in place to protect these systems from attack.

Remediation of controls not fully implemented is not included herein but may be covered in a separate SOW if requested.

This SOW includes:

- Scope of Work – Critical Insight’s methodology for conducting these assessments and the scope of work that will be performed
- Deliverables - Description of the deliverables for this project
- Pricing – Critical Insight’s pricing model for this engagement and the included components
- Project Assumptions - any assumptions that were used to derive the scope of work or pricing for this engagement



## Key Business and Technical Contacts

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### Walla Walla County Contact Information

**Name:** Chad Goodhue  
Director of IT  
**Mailing Address:** Walla Walla County, WA  
315 W Main  
Walla Walla, WA 99362  
**E-Mail Address:** cgoodhue@co.walla-walla.wa.us  
**Phone Number:** (509) 524-2591

### Critical Insight Contact Information

**Name:** Wes Hardcastle  
Consulting Practice Director  
**Mailing Address:** Critical Insight, Inc.  
245 4th Street, Suite 405  
Bremerton WA. 98337  
**E-Mail Address:** Wes.Hardcastle@CriticalInsight.com  
**Phone Number:** (206) 923-8748

## Penetration Testing Service Description and Scope

This section provides a description of services, scope of activity, and support requirements associated with the services.

### Scope of Activity

The scope outlined below depicts the scope of activity associated with this engagement.

**Table 1: Scope of the Penetration Testing Services**

Activity or Focus	Scope & Delivery Requirements
<b>External Penetration Testing</b>	<p>Perform automated and manual testing of externally available services and resources belonging to Walla Walla County of up to 20 IP addresses:</p> <ul style="list-style-type: none"><li>■ Automated and manual service discovery and identification</li><li>■ Vulnerability investigation and identification</li><li>■ Vulnerability exploitation</li><li>■ If relevant and authorized, post-exploitation privilege escalation and lateral movement.</li></ul>

### Coordination, Planning, & Project Initiation

Critical Insight will assign a Lead Consultant to be the primary point of contact for all project work. The Lead Consultant will coordinate, plan, manage, and report all project activities and findings to Walla Walla County designated Project Sponsor and/or Project Manager.

Critical Insight will provide project management for all aspects of this project, including tracking and resolution of project related issues, progress tracking, project reporting, and communication.

A key component of Critical Insight's project management approach is timely reporting of project progress and findings. This enables a proactive approach to addressing security risks discovered during the course of the project and ensures that all project stakeholders are completely informed at all times. To support this, Critical Insight will conduct a biweekly status report teleconference with Walla Walla County project team. Follow-up discussions and deliverables will occur on a case-by-case basis to ensure clear and timely communication of all issues.

## Walla Walla County Resource Requirements

Achieving Walla Walla County objectives will require active participation from both the Critical Insight Project Lead Consultant as well as Walla Walla County own personnel. To ensure the timely and successful completion of this project, Walla Walla County should expect at least the following resource time commitments from its own personnel:

A Project Sponsor should be assigned to provide resolution of issues, escalation of issues, clarification of requirements, sign-off deliverables, and access to resources as required by the project team. This role will require only a 2-3 hour per week of commitment to the project.

Additionally, the following activities and estimated time allocations will be performed as part of the project in which Walla Walla County -identified staff will participate:

- Kick-off meeting: 1 hour
- Staff available for communications during testing period

## Penetration Testing

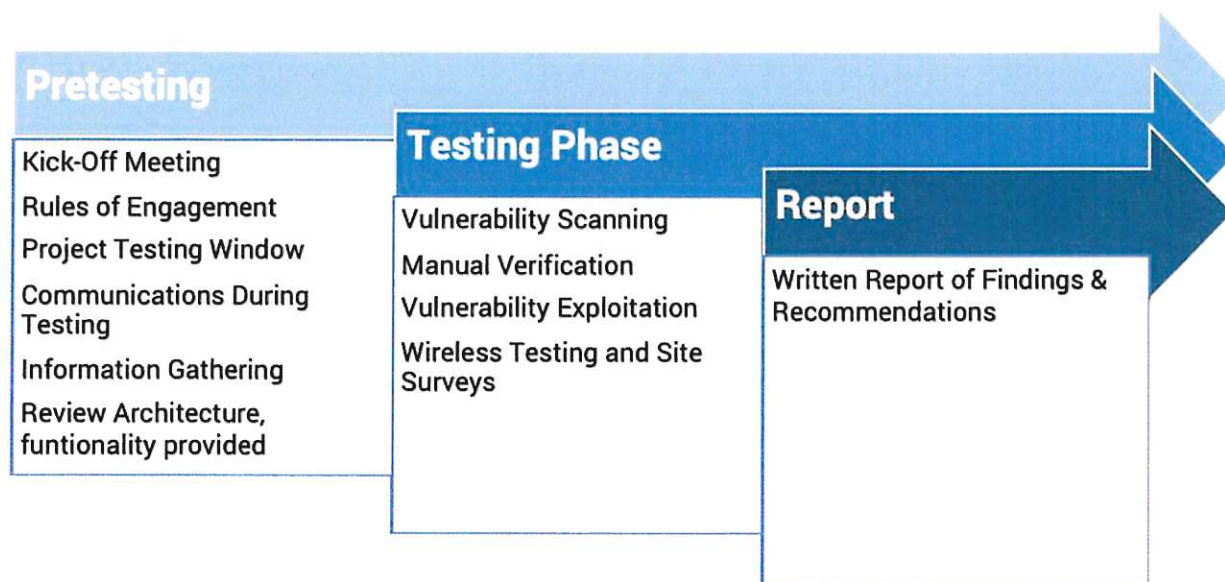
This section presents Critical Insight's approach to conducting the External Penetration Test. This approach includes descriptions of project initiation, assessment methodology, and reporting. Each of these project phases is clearly defined below.

At the end of this project, Walla Walla County will be provided a Penetration Test Report which will clearly identify any findings and recommendations to assist Walla Walla County in establishing mitigating controls.

It is important to note that Critical Insight does not offer any opinions of legal compliance. The following figure depicts Critical Insight's assessment process.

**Figure 1 - Pentesting Services Workflow**





## Methodology and Approach

Critical Insight will provide to Walla Walla County a penetration test against Internet-accessible network that includes an external Internet-facing network target list of up to 20 IP addresses.

This engagement includes an external penetration test that is to be launched from the Internet and outside the corporate networks goal to obtain internal network access.

The following describes the approach and methodology for delivery of a penetration test for this engagement:

- **Penetration Testing Objectives**
  - Against a target IP space or DNS name range as defined in the rules of engagement
  - Map out accessible resources
  - Identify vulnerabilities and weaknesses
  - Identify which of those vulnerabilities and weaknesses are exploitable with known tools and techniques
  - Execute a Proof of Concept by exploiting the weaknesses and vulnerabilities without causing actual harm or data exposure

- Escalate privileges as needed and move laterally through the network to achieve assessment objectives

The following sections present Critical Insight's approach to providing Penetration Testing (Pentesting) Services.

### Project Initiation Meeting

Critical Insight recognizes the value of communication and ongoing collaboration with our customers. During the meeting, Critical Insight will address the following topics:

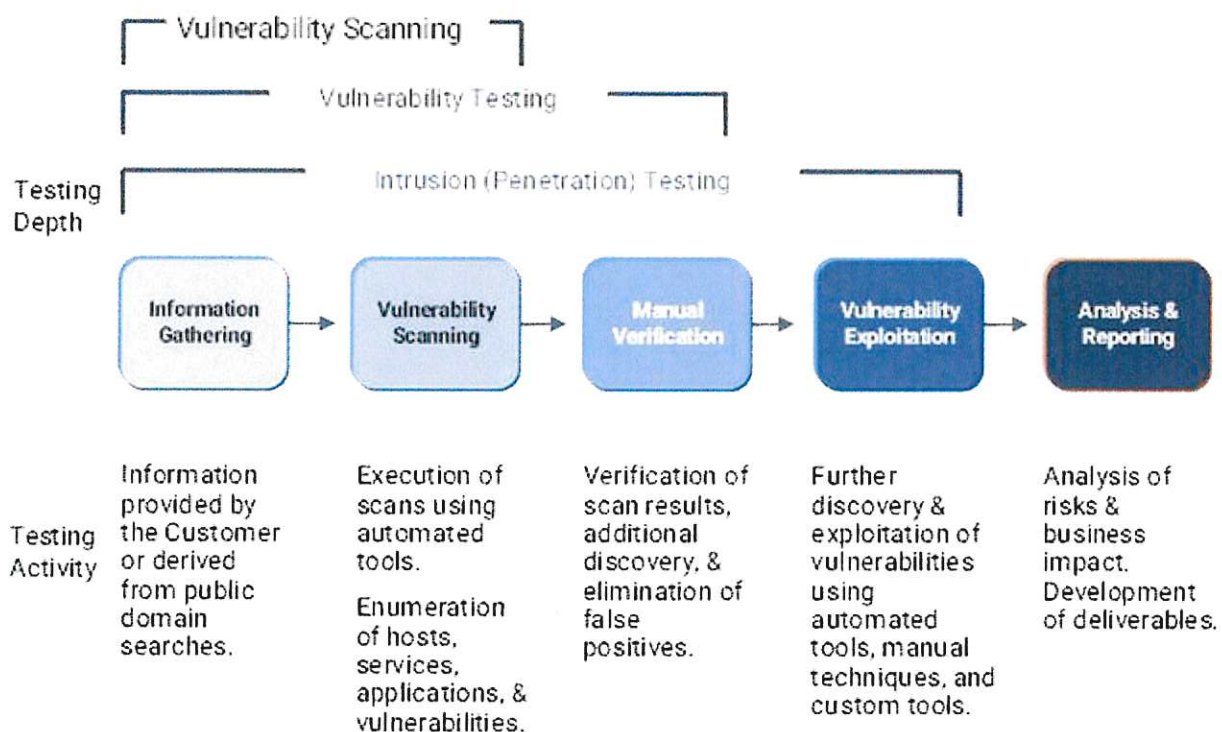
- Introduce key people at Walla Walla County and Critical Insight.
- Exchange contact information (for regular reporting and emergencies).
- Review communication, notification, and issue escalation procedures.
- Discuss other specific Walla Walla County requests and rules of engagement.
- Provide detailed description of application architecture and functionality
- Critical Insight will discuss the nature and time requirements for specific deliverable types that might be requested by Walla Walla County during the project, the designated recipient, and the manner in which Critical Insight will forward those deliverables.

### Penetration Testing Activities

During this phase, Critical Insight attempts to exploit some of the vulnerabilities identified and confirmed during the previous phases. Critical Insight performs exploits with the sole aim of fulfilling the specific goals of the penetration test as agreed upon at the commencement of the project. Exploitation of some vulnerabilities may lead to the identification of new vulnerabilities that in turn may need to be further exploited in order to find potential problems. However, please note that Critical Insight will follow this iterative process only to the extent necessary to accomplish the goals of the assessment.

The graphic identifies activities included in Penetration Testing, but not in Vulnerability Testing and is included to illustrate where the scope of a Vulnerability Assessment ends.

**Figure 2 - Pentesting Services Activities**



## Information Gathering

The objective of this first phase is to gain as much knowledge as possible about the target environment through a combination of non-intrusive and somewhat intrusive activities. Equipped with the results of these Intelligence Gathering activities, the team determines its execution plans for the subsequent phases.

- Project based information gathering
- Public-domain information gathering
- Network mapping

## Vulnerability Scanning

The objective of this phase is to identify hosts, services and vulnerabilities in the target environment using a suite of customized tools. Critical Insight performs two distinct steps during this phase: Host & Service Identification and Vulnerability Identification.

- Host & Service Identification



## ■ Vulnerability Identification

### Manual Verification

During this phase, Critical Insight manually confirms the results from the automated tools. This activity serves to filter the data to improve the accuracy and relevance of our technical findings report as it eliminates false positives yielded by the tools.

While the scans effectively identify a large portion of the vulnerabilities present, Critical Insight also executes manual testing to identify certain complex, emerging, or obscure vulnerabilities. This phase does not generally include exploitation of the identified vulnerabilities to penetrate systems. However, 'inadvertent' exploitation may occur when the vulnerability, by its very nature, is exploited in the process of identifying its presence or when exploitation will identify additional and/or dependent vulnerabilities.

The activities Critical Insight performs during this phase offer significant value over the sole use of automated tools. Often, vulnerabilities identified using automated tools only are later determined to be false positives with the use of these advanced techniques. Furthermore, such techniques allow Critical Insight to identify previously undetected vulnerabilities as they can detect countersecurity and attack techniques that obscure vulnerabilities from automated tools. For example, a common application running on a non-standard port may exhibit vulnerabilities not discovered by an automated scanner, but detectable using manual testing methods.

At the conclusion of this phase, Critical Insight will enumerate and validate vulnerabilities discovered through both automated and manual means. Within the final deliverable report, Critical Insight will note any particular vulnerability whose presence could neither be validated nor eliminated.

### Vulnerability Exploitation

During this phase, Critical Insight attempts to exploit some of the vulnerabilities identified and confirmed during the previous phases. Critical Insight will execute exploits with the sole aim of fulfilling the specific goals of the penetration assessment; however, Critical Insight will not actively exploit any vulnerability without obtaining permission from the Customer. Exploitation of certain vulnerabilities may lead to the identification of additional vulnerabilities that, in turn, may require further exploitation to identify potential problems. However, please note that Critical Insight will follow this iterative process only to the extent necessary to accomplish the goals of the assessment.

Critical Insight performs Vulnerability Exploitation using a variety of techniques, depending on the nature of the vulnerabilities. Due to the nature of some vulnerabilities, Critical Insight may

not be successful in exploiting all vulnerabilities within the agreed timeframe for execution. In such cases, Critical Insight will note this in the final deliverable report.

Special care will be taken to avoid inadvertent exposure of sensitive data during testing. Our testers are well versed in working in HIPAA and other regulated environments and will make every effort to avoid inadvertent exposures of sensitive or regulated data during testing. Should sensitive or regulated data inadvertently be exposed, we will notify Walla Walla County, provide the sensitive or regulated data that was exposed, and destroy any sensitive or regulated data we have. Note that this is not a reportable data breach under HIPAA.

Critical Insight will also provide knowledge transfer to Walla Walla County on how to use successful exploits identified in this engagement and how to detect the use of these exploits when these attacks are in progress.

## Analysis and Reporting

During the Analysis and Reporting phase, Critical Insight analyzes the information gathered and documents the findings. Critical Insight then assigns a rating to each risk identified, based on standards of good practice and Critical Insight's extensive practical assessment experience.

Specifically, Critical Insight categorizes the risk each finding poses to your enterprise as "High," "Medium," or "Low." Critical Insight will also categorize the amount of effort required to implement each recommendation as "High," "Medium," or "Low".



## Schedule

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### Period of Performance

Walla Walla County understands and agrees that changes in critical factors (such as those listed below in Project Change Control, or a delay in signature of this document) may impact Critical Insight's ability to meet certain dates.

<b>Project Start Date</b>	<b>Within Four (4) weeks of Effective Date</b>
<b>Technical Testing Window</b>	<b>December 19<sup>th</sup> – 23<sup>rd</sup></b>
<b>Project Completion Date</b>	<b>December 31<sup>st</sup> 2022</b>

### Project Change Control

Critical Insight has made every attempt to accurately estimate time required to successfully complete the project. Walla Walla County acknowledges and agrees that if impediments, complications, or Walla Walla County requested changes in scope arise, these factors are out of the control of Critical Insight, and the length of the project and associated price could be impacted.

Examples of valid impediments, complications, and changes in scope consist of (but are not limited to):

- Walla Walla County initiated delay where Walla Walla County is not prepared to allow Critical Insight to begin work on the agreed upon start date thus resulting in additional cost to Critical Insight for resources that have been sent to Walla Walla County's site but cannot begin the Services
- Walla Walla County provided information necessary for timely delivery by Critical Insight is not accurate
- Delays or problems associated with third party telecommunication equipment
  - This includes, but is not limited to, cabling, servers, routers, hubs, and switches managed or installed by third parties
- Malfunctioning hardware



- Inability to access equipment or personnel that are required to complete the project
- Conflicts or incompatibilities associated with the installation of hardware or software installed by Critical Insight
- Walla Walla County increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs

If any change(s) from impediments, complications, or Walla Walla County changes in the scope of services cause an increase or decrease in the price or level of effort of the SOW, or the time required for the performance of any part of the work to be accomplished hereunder, whether or not such work is specifically identified in the written change, then the price, delivery schedules and other affected provision(s), if any, as applicable, shall be equitably adjusted and this SOW shall be modified in writing by the mutual agreement of the parties in accordance with this section.

## Service Deliverables

### Description

Critical Insight will provide the following deliverables as part of this project.

**Table 2 - Deliverable Description**

Name of Deliverable	Description of Deliverable
Penetration Testing Report	<p>A report detailing the penetration testing methodology as well as the findings and recommendations for remediation identified during the testing.</p> <ul style="list-style-type: none"><li>■ Discovered vulnerabilities and weaknesses</li><li>■ Exploited vulnerabilities and weaknesses</li><li>■ Remediation and mitigation recommendations</li></ul>

### Acceptance of Deliverables

Walla Walla County has five (5) business days to inspect and acknowledge full delivery of the services to be provided by Critical Insight hereunder upon completion and delivery of the services by Critical Insight. Walla Walla County will indicate such acknowledgement by signing Critical Insight's Project Completion Form, a sample of which is attached as Appendix A.

If Walla Walla County believes that Critical Insight has not fully delivered the services to be provided hereunder and refuses to sign the Project Completion Form on that basis, Walla Walla County shall identify in reasonable detail the specific services or deliverables which Walla Walla County believes were not delivered, with specific reference to the corresponding sections of this SOW, via written notice to Critical Insight within such five (5) business day period.

Following Critical Insight's receipt of any such notification, the parties shall cooperate in good faith to promptly address and resolve any remaining service delivery requirements. Upon Critical Insight's delivery of the remaining services, if any, Walla Walla County right to inspect and acknowledge full delivery shall be as stated above. If Walla Walla County fails to provide such acknowledgement or notice within the five (5) business days of receiving final deliverables, Walla Walla County agrees that the services shall be deemed fully delivered to Walla Walla County, even if Walla Walla County has not signed the Critical Insight Project Completion Form.

## Assumptions

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Critical Insight used the following assumptions during development of this SOW. Any changes to these assumptions may affect the price and schedule commitments.

- Walla Walla County will provide Critical Insight access to the business, customer, and technical information, and facilities necessary to execute the solution
- Walla Walla County will provide Critical Insight on-site and off-site access to documents necessary for this assessment
- Walla Walla County will ensure that appropriate personnel are available to meet with Critical Insight, as necessary
- Layer-3 devices will allow the protocols needed to discover and identify network services
- Critical Insight will have approved access to vendors, for the purpose of obtaining device configurations, network diagrams, and details on monitoring or other processes that are performed on behalf of Walla Walla County
  - If required, Walla Walla County will assist with obtaining this access
- During this engagement, any vulnerabilities, sensitive data, or configuration data found will not be disclosed except to specified Walla Walla County staff
- Critical Insight will not be obligated to extend engagements when delays result from Walla Walla County's inability to meet stated prerequisites prior to an engagement, nor when delays result from Walla Walla County personnel not being available to provide required support
- During this effort, Critical Insight will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between Walla Walla County and third parties
  - Critical Insight, at the request of Walla Walla County, will provide input to Walla Walla County regarding optimal product or vendor selection
- Critical Insight will perform the work between 8:30 a.m. and 5:00 p.m. (local time)
- After-hour and weekend work (when required), must be explicitly identified below or as otherwise agreed to in writing by the parties:





After-hours required? Yes ☒ No ☐

Weekend hours required? Yes ☐ No ☒

Location of onsite services? **Walla Walla County**  
**919 E Sumach Street**  
**Walla Walla, WA 99362**

**Or,**

**Remotely if pandemic**  
**restrictions are in place**

## Appendix A: Project Completion Form

---

Critical Insight has completed all the agreed upon tasks outlined in the Statement of Work titled "External Penetration Testing Services" and dated November 14, 2022.

Accepted and Agreed By:

**Walla Walla County, WA**

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Please email the signed form to [Consulting@CriticalInsight.com](mailto:Consulting@CriticalInsight.com).

## **Exhibit B**

### Firm Fixed Price for Services

Critical Insight will provide the services for a Firm Fixed Price (FFP) for labor.

<b>Security Service</b>	<b>Firm Fixed Price</b>
<b>External Penetration Testing Services</b>	<b>\$8,159.05</b>
<b>Applied Discount 8.0775%</b>	<b>-\$659.05</b>
<b>Discounted Total</b>	<b>\$7,500</b>

### Travel and Expense Reimbursement

Where travel, meals, lodging, and other direct costs for the described effort are incurred in the completion of this engagement, those expenses shall be billed to and reimbursed by Walla Walla County at actual cost.

No travel is required or is expected on this engagement as all work can be conducted remotely.

### Payment Schedule

This SOW will be invoiced on the following schedule:

<b>Payment Schedule</b>	<b>Invoice Amount</b>
<b>Invoiced on Contract Execution</b>	<b>50% of the Total Firm Fixed Price</b>
<b>Invoiced on Project Completion and Deliverable Acceptance</b>	<b>50% of the Total Firm Fixed Price</b>

### Compensation

By entering into this agreement the Contractor agrees to charge no more for services than what has been identified in Exhibit A.



When seeking payment for services rendered, the Contractor must submit an “itemized” invoice, and the proper travel authorization if applicable and handwritten evidence for miles traveled by auto for payment to:

Walla Walla County  
Information Systems Manager  
315 W Main  
Walla Walla, Washington 99362

The County, after review of the invoice, will pay any non-disputed amount on that invoice in accordance with paragraph 21 of this agreement.

Payments will only be made pursuant to RCW 42.24.080 as described below

**RCW 42.24.080 Municipal corporations and political subdivisions--Claims against for contractual purposes--Auditing and payment--Forms--Authentication and certification.**

All claims presented against any county, city, district or other municipal corporation or political subdivision by persons furnishing materials, rendering services or performing labor, or for any other contractual purpose, shall be audited, before payment, by an auditing officer elected or appointed pursuant to statute or, in the absence of statute, an appropriate charter provision, ordinance or resolution of the municipal corporation or political subdivision. Such claims shall be prepared for audit and payment on a form and in the manner prescribed by the state auditor. The form shall provide for the authentication and certification by such auditing officer that the materials have been furnished, the services rendered or the labor performed as described, and that the claim is a just, due and unpaid obligation against the municipal corporation or political subdivision; and no claim shall be paid without such authentication and certification: PROVIDED, That the certificates as to claims of officers and employees of a county, city, district or other municipal corporation or political subdivision, for services rendered, shall be made by the person charged with the duty of preparing and submitting vouchers for the payment of services, and he or she shall certify that the claim is just, true and unpaid, which certificate shall be part of the voucher.

[1995 c 301 § 72; 1965 c 116 § 1.]

## **Exhibit C**

### **Special Conditions**

Work to be performed may be done in other buildings where the County is responsible for or has an interest in computer or network support. Conditions will vary from office settings to tight poorly lighted areas. Contractors should arrive properly equipped to perform installations, setups, repairs or maintenance.

Unless otherwise agreed upon, Contractors are responsible for their own tools and testing equipment. Contractors are responsible for insurance of their equipment and tools.

Contractors should be prepared and physically able, to lift normal computer equipment such as servers and other computer hardware.

## **Exhibit D**

### **Other Provisions**

### **Documentation**

The Contractor will provide detailed documentation to the County of all system and network settings that were changed or implemented during the performance of work as outlined in Exhibit A.



**Exhibit E**

**VENDOR/CONTRACTOR TECHNOLOGY,  
REMOTE ACCESS AND CONFIDENTIALITY AGREEMENT**

**GENERAL CONDITIONS**

1. Scope of Contractor's Services:  
The Contractor agrees to provide to the County services set forth in this agreement for the purposes of installation and maintenance of software covered in this agreement. Such services may require the access to certain computing devices through remote access. This agreement outlines the parameters for access.
2. Assignment and Subcontracting:  
No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
3. Modifications:  
Walla Walla County vigilantly protects the counties computing systems through the use of policy, security software and other electronic and physical means. No modifications will be made to this agreement that will result in activities or access contrary to current policy. Any and all agreed modifications shall be in writing, signed by each of the parties.
4. Termination for Default:  
If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent, further attempts to access Walla Walla County network shall immediately cease.
5. Confidentiality:  
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Walla Walla County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceedings seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.
6. Access to County Network
  - 6.1 **Information Dissemination:** The County shall allow Contractor access to computer programs and digital information operated and maintained by Walla Walla County and stored in County operated computer systems. Contractor shall only access such information or programs as needed to perform the work defined by the contractual scope. Contractor shall not access any other programs or data maintained by the County that falls outside of the scope of work. Such access may violate license agreements or may compromise sensitive information.

Contractor's extent of access shall conform with the regulations set forth in Chapter 13.50 RCW, HIPPA and other applicable federal, state, and local law.

Contractor shall not sell, give, loan, lease or otherwise transfer title, possession, or allow access or use of any of the County's data by any person, firm, corporation or association without prior written approval of the County.

Dissemination of any data or information is the responsibility of the County in accordance with applicable agency agreements, the Public Disclosure Act, Chapter 42.56 RCW, and the Washington State Criminal Records Act, Chapter 10.97 RCW. Contractor will not disclose data except through specific contracts and agreements with third party application and County data owners.

6.2 Access to County Network: County shall establish a unique user account and adequate software license(s) to support the scope of work.

The unique user account provided to each Contractor employee shall be used by the County to determine the system rights of that individual and to provide a method of auditing for access to information.

County authorizes Contractor's employees (if applicable) to access County's network, as long as, each individual employee of Contractor has an established unique account and understands the conditions set forth herein. County will provide accounts to Contractor as requested by the Contractor's designated contact. Contractor may establish accounts by contacting the County Helpdesk at the address following:

Walla Walla County Helpdesk  
315 W Main  
Walla Walla, WA 99362  
(509) 524-2590 (8AM to 5:00 PM, Monday – Friday, PST/Pacific Daylight Time)  
helpdesk@co.walla-walla.wa.us

The Contractor designated contact for this contract shall be:

Wes Hardcastle  
Consulting Practice Director  
Critical Insight, Inc.  
245 4th Street, Suite 405  
Bremerton WA. 98337  
Wes.Hardcastle@Criticalinsight.com  
(206) 923-8748

County will accept requests for deletions, additions, or other changes to Contractor individual accounts from the Contractor designated contact via mail, phone, or electronic mail. The Contractor may change the Contractor designated contact by contacting the Walla Walla County Technology Services Helpdesk.

Use of an account, by other than the Contractor's employee assigned the account will be considered as trespassing by the unauthorized employee.

Contractor shall notify County of any employees who have terminated or of new employees that will require access to service the County. Walla Walla County's Help Desk shall be notified within one (1) working day of the termination of any employee who had authorization to access the Walla Walla County network.

Contractor is responsible for all training that its employees may require to successfully operate software required to access the County or required to be operated while working on the County's network. County takes no responsibility in any form for the education of Contractor's employees for the purposes of providing support to the County.

Contractor shall not connect any electronic equipment to Walla Walla County's private network. All computer access needs shall be supplied by Walla Walla County.



Contractor agrees to utilize strong passwords for County network account credentials. Contractor agrees to protect the integrity of passwords by instructing employees that they are not to share these passwords with any individual or entity.

#### 6.2.1 Strong Passwords

Passwords chosen for authentication to Walla Walla County's network will be a minimum of eight characters. Authentication to the Walla Walla County Network shall use strong authentication or strong passwords; to meet this requirement passwords shall meet the following criteria.

All passwords shall contain a special character. These characters are non-alphanumeric.

Examples are: ~ ! @ # \$ % ^ & \* ( )-

Passwords shall minimally contain two of the three following types of characters:

Uppercase alpha characters

Lowercase alpha characters

Numeric characters

#### **Examples of strong passwords are:**

~Password	- Contains a special character, uppercase and lowercase character
Responsible!	- Contains a special character, uppercase and lowercase character
DaTa*BaSe	- Contains a special character, uppercase and lowercase character
(StartreK)	- Contains a special character, uppercase and lowercase character

Passwords will be required to be changed every 90 days.

#### 6.2.2 Use of Internet from County Supplied Computers:

The Walla Walla County Internet capability shall be used for Walla Walla County business purposes only. The Contractor shall not use the Internet, features of the Internet, or any capabilities of the Internet for Contractor or personal related business.

#### 6.2.3 Use of Electronic Messaging Services From County Supplied Computers

The Contractor shall not use Electronic Mail, Instant Messaging Services, or any other electronic messaging technology for Contractor or Personal related business. These services may be used to conduct business on behalf of Walla Walla County.

#### 6.2.4 Modification to Walla Walla County Systems:

Contractor shall not modify, reconfigure, move, or enhance any computer related equipment or software provided by Walla Walla County for Contractor's use. All modifications to Walla Walla County Systems shall be coordinated with the Walla Walla County Technology Services department and the department sponsoring the Contractor.

#### 6.3 Acceptable Use of Walla Walla County Provided Network Services:

The Contractor agrees to assume personal responsibility for their appropriate use and agrees to comply with this policy and other applicable Walla Walla County policies as well as City, State and Federal laws and regulations.

#### 6.4 Right to Privacy:

Walla Walla County may monitor and/or record all network transactions to include the times, locations, sites, dates and duration of access. All information created on Walla Walla County's internal network is subject to Public Disclosure per RCW 42.56. Contractor has no right to privacy on any materials, systems or documents created using Walla Walla County's network.



6.5 Computer/System Support:

All issues of computer/system operation shall be brought to the attention of Walla Walla County management. The Contractor may contact Technology Services for support assistance at the direction of Walla Walla County management. Support will only be provided for business operations done on behalf of Walla Walla County.

Support is only available during normal business hours.

6.6 General Network Access Agreement

In providing the access the Walla Walla County network, Walla Walla County makes no commitment to provide protection for any materials viewed on the internet or for any injuries, claims or damages resulting from the use of County Equipment or use thereof. Further, you agree to make no Claim (s) or bring any action against Walla Walla County its elected officials, officers or employees.

Contractor understands that Walla Walla County has no obligation to protect Contractor or Contractor employees from any materials that may be found on the Internet. As such, Contractor releases and holds Walla Walla County harmless for any potential claims that may arise from Contractor use of the Walla Walla County network and Walla Walla County equipment. This includes, but is not limited to, graphic imagery, carpal tunnel syndrome, unsolicited electronic mail, and any other form of media that is accessible through the Internet.

6.7 **Software Licenses:** Contractor shall use County supplied software only if using equipment owned and operated by Walla Walla County. Requests for software that is not on the standard list supported by Walla Walla County and required in order for the Contractor to complete the scope of work shall be identified in this section.

Unless identified herein, Walla Walla County has no obligation to provide additional non-County standard software.

Contractor shall not procure, install, or operate any software application on any Walla Walla County owned equipment without the specific permission of Walla Walla County.

County shall provide the following licenses:

License	Quantity Required

**Table 25.7-1, County Supplied Software Licenses**

6.8 Contractor Employee Expectations: Contractor agrees to hold all Contractor employees accountable to:

- Instruct the employee that they are not to share password credentials with any individual or entity, including other Contractor employees or Contractor management. Contractor employees are to work with County Technology Services on password related issues.
- County reserves the right to terminate a Contractor employee's access to the County private network if the Contractor employee has not followed the terms of this agreement. It will be the responsibility of the Contractor to designate another employee to service County's support needs in this event.

6.9 County Network Access Termination:

The County reserves the right to terminate the Contractor's access to County's network if the terms specified herein are not adhered to. In this event, the Contractor agrees that it may not increase support fees to County or terminate support agreements. Contractor agrees that remote access is a convenience and not necessary to support the Contractor supplied product.

**COUNTY COMMISSIONERS (Continued)**

- k)** Review reports and correspondence; hear committee and meeting reports
- l)** Review of constituent concerns/possible updates re: past concerns
- m)** Discussion and decision re 2022 property tax levies as follows:
  - Current Expense
  - County Road



**1:30 COUNTY COMMISSIONERS acting as the MILL CREEK FLOOD CONTROL ZONE  
DISTRICT SUPERVISORS**

**a) Action Agenda Items:**

- 1) Signing a Project Partnership Agreement between the Department of the Army and the Mill Creek Flood Control Zone District for the Mill Creek Section 205 Project

**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. **22**

**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**, Equipment #284, 2022 Ford Police interceptor utility patrol vehicle, Equipment #285, 2022 Ford Police interceptor utility patrol vehicle, Equipment #286, 2022 Ford Explorer and Equipment #287, 2022 Ford Explorer are all new vehicles going into service for the sheriff's office, and

**WHEREAS**, Equipment #228, 2012 Chevy impala, Equipment #238, 2006 Chevy Impala have reached the end of there life cycle and are coming out of service, and

**WHEREAS**, Equipment #246, 1986 AM General Humvee was removed from ER&R and returned to the organization it was on loan from, and

**WHEREAS**, Equipment #257, 2015 Ford Police interceptor utility patrol vehicle and Equipment #259, 2016 Ford Police interceptor utility patrol vehicle will remain in service collecting O&M only until 2 additional cars are delivered and up fitted, 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**, the Board of Walla Walla County Commissioners has reviewed the rates as determined by the County Engineer, and

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

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners that rental rates for certain equipment owned by the Equipment Rental and Revolving Fund be set as shown on the attached list, effective November 1, 2022.

*Passed this 25<sup>th</sup> day of July 2022 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

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

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

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

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



**Attachment "A"**

**Proposed Equipment Rental Rate Adjustment – November 2022**

<b>Equipment</b>	<b>Current Rate</b>	<b>Proposed New Rate</b>
<b>Sheriff Office:</b>  <b>New Vehicles going in:</b> #284 2022, Ford Police interceptor utility Equipment #285 2022, Ford Police interceptor utility Equipment #286 2022, Ford Explorer #287 2022, Ford Explorer  <b>Vehicles going out:</b> #228, 2012 Chevy impala #238, 2006 Chevy impala #246, 1986 AM General Humvee  <b>Temporarily Staying in O&amp;M:</b> #257, 2015 Ford Police interceptor utility #259 2016 Ford Police interceptor utility	<b>\$42,234.25</b>	<b>\$47,173.56</b>

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

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To: Board of County Commissioners

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

Date: 15 November 2022

Re: Director's Report for the Week of 14 November 2022

**Board Action: 21 November 2022**

**Consent Agenda Items:**

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

**Action Agenda Items:**

In the Matter of Signing a Project Partnership Agreement between the Department of the Army and the Mill Creek Flood Control Zone District for the Mill Creek Continuing Authorities Program (CAP) Section 205 Project.

**ENGINEERING:**

- Wallula/Gose: Advertising the project this week. Bid opening is December 19<sup>th</sup>.
- Peppers Bridge Road: Working on final right of way acquisition.
- Fishhook Park Road: Working on design.
- Abbott Road Sidewalk: Wrapping up project and paving this week.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Cleaning ditches, grading gravel roads and snow and ice prep.
- South Crew – Road repairs, grading gravel roads and Mill Creek maintenance.
- Vegetation & Signs – Sign maintenance and Mill Creek Flood Channel maintenance.
- Garage – Routine services and repairs, working on snow and ice pre-season equipment maintenance.

**ADMINISTRATION:**

- Participated in the Washington Association of Counties (WSAC) County Leaders Conference as the Eastern Washington Counties Representative of the Washington State Association of County Engineers (WSACE).
  - Presented to the State Legislation Joint Transportation Committee (JTC) on our current County Road challenges. The JTC Committee was chaired by State Senator King.

- 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))



**2:00 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))
- c) Possible action re: pending or potential litigation

## 2:15 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.*