

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, AUGUST 1, 2022

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.

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

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

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

10:00 A.M. COUNTY COMMISSIONERS

Chairman 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) Approval of agenda
- d) Declarations re: conflict of interest
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) Introduction of new county employees (this is scheduled for the first meeting of each month)
- h) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- i) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for July 25 and 26, 2022
 - 2) Resolution – Approving a revised Interlocal Agreement for Walla Walla County Emergency Management Department
 - 3) Resolution – Approving ARPA Subrecipient Agreement with City of Waitsburg
 - 4) Payroll action and other forms requiring Board approval
- j) **Action Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4053350 through 4053356 totaling \$82,198.00 (payroll draws dated July 15, 2022); 4053415 through 4053442 totaling \$1,074,589.28 (July payroll); 4241780 through 4241811 totaling \$1,182,444.93 (benefits and deductions)
- k) Miscellaneous business to come before the Board

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
A REVISED INTERLOCAL
AGREEMENT FOR WALLA WALLA
COUNTY EMERGENCY
MANAGEMENT DEPARTMENT



RESOLUTION NO. **22**

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

WHEREAS, further, RCW 38.52.070 directs local governments to establish and organize an emergency management organization and provides for a local emergency management organization in which two or more political subdivisions may join for the establishment and operation thereof; and

WHEREAS, currently Walla Walla County and the cities of College Place, Prescott, Waitsburg, and Walla Walla participate and partner in said emergency management organization, for the benefit, safety, and welfare of citizens of the county; and

WHEREAS, pursuant to Walla Walla County Resolutions 04 332, 09 326 and 17 012, Interlocal Agreements for Walla Walla County Emergency Management Department were approved; and

WHEREAS, Walla Walla County and the cities of College Place, Prescott, Waitsburg, and Walla Walla desire to continue the current local emergency management organization, and a revised Interlocal Agreement for Walla Walla County Emergency Management has been prepared and presented for approval; and

WHEREAS, said agreement has been reviewed by the Board of County Commissioners and the County Prosecuting Attorney; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that said Interlocal Agreement for Walla Walla County Emergency Management Department, dated July 19, 2022, be approved and adopted, said agreement to remain in full force and effect for a period of five (5) years from date of adoption by the Walla Walla County Board of Commissioners.

Passed this 1st day of August, 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*



Emergency Management
Walla Walla County

Walla Walla County

Emergency Management Department

27 N. 2nd Avenue

Walla Walla, Washington 99362

Phone: (509) 524-2900 • Fax: (509) 524-2910

www.wwemd.info

LIZ JESSEE

Director

PATRICK PURCELL

Coordinator

Memo

To: Emergency Management Executive Board Members
From: Liz Jessee
Date: July 22, 2022
Re: Adoption of Emergency Management Interlocal Agreement

I am requesting adopting by resolution of the 2022 Interlocal Agreement for Walla Walla. The agreement will replace the Interlocal Agreement dated January 17, 2017.

As discussed at the July 19, 2022, Emergency Management Executive Board (EMEB) meeting, the existing agreement required a few revisions. A quorum was present and EMEB unanimously agreed to move forward with adoption of the revised agreement.

Changes made to the document are listed in the *2022 Interlocal Agreement Record of Changes*.

As noted on Page 2, Section 1(B) of the Interlocal Agreement, the joint organization known as the Emergency Management Executive Board (EMEB) will continue its existence upon approval of the agreement by the Board of Walla Walla County Commissioners. Subsequent to the Board's adoption, each of the participatory cities in this agreement will be asked to adopt the agreement separately.

If you have any questions or concerns, please let me know.

2022 Interlocal Agreement Record of Changes

<i>DESCRIPTION OF CHANGE</i>	<i>SECTION</i>	<i>PAGE</i>
Link to RCW 38.52.070 imbedded into document	Introduction	Page 1
'incorporated cities and towns' changed to 'Cities'	Introduction	Page 1
Definition of "emergency management" updated to align with language in RCW 38.52.010 (8)	Introduction	Page 1
'RCW 38.52.070 (1)' corrected to 'RCW 38.52.070 (1)' Link to RCW 38.52.070 (1) imbedded into document	1. <u>CONTINUATION</u> (C)	Page 2
Link to RCW 36.22.050 imbedded into document	1. <u>CONTINUATION</u> (D)	Page 2
Added: 'The proportion of assessed property valuations shall be calculated annually as part of the Emergency Management budget preparation with current figures from the Walla Walla County Assessor.'	1. <u>CONTINUATION</u> (E)	Page 2
Changed terms of payment of interlocal fees from 10 days to 30 days	1. <u>CONTINUATION</u> (E)	Page 2
Added footnote with webpage of the State Emergency Management Council	1. <u>CONTINUATION</u> (E)	Page 3
Added Incident Command System verbiage	2. <u>EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB)</u> (C)	Page 3
Updated EMEB Chair request for assistance verbiage to include consultation with Emergency Management Incident Commander (IC) consultation and eliminate functions performed on scene by IC during a disaster.	2. <u>EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB)</u> (D)(2)	Page 4
Changed 'State law' to 'Chapter 38.52 RCW and federal and state emergency management regulations' to match language in RCW	2. <u>EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB)</u> (D)(3)	Page 4
Updated language for Quorum and Meetings: Any meeting in which a budget is to be adopted or a financial obligation is to be assessed to a member thereof shall require a quorum of 6 members of the EMEB at the first meeting convened for that purpose. If	2. <u>EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB)</u> (E)	Page 4

<i>DESCRIPTION OF CHANGE</i>	<i>SECTION</i>	<i>PAGE</i>
a quorum is not present, a special meeting will be called two (2) weeks after the scheduled meeting where it may be voted on by the members present regardless of a six-person quorum being present.		
Removed references to Emergency Management Council (EMC) and replaced with Local Emergency Planning Committee.	3. <u>LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)</u>	Page 5
Added reference to RCW 38.52.030 (3) requiring CEMP.	4. <u>DIRECTOR OF EMERGENCY MANAGEMENT POWERS AND DUTIES</u>	Page 6
Removed 'chemical stockpile disposal' since CSEPP program is no longer at the Umatilla Chemical Depot	5. <u>SERVICES TO BE PROVIDED TO PARTICIPATING JURISDICTIONS</u> (H)	Page 7

REFERENCES

Chapter [38.52](#) RCW – EMERGENCY MANAGEMENT

RCW [38.52.070](#) Local organizations and joint local organizations authorized –
Establish, operation – Emergency powers, procedures – Communications plans.

INTERLOCAL AGREEMENT FOR WALLA WALLA COUNTY
EMERGENCY MANAGEMENT DEPARTMENT

THIS AGREEMENT was revised and entered into this July 19, 2022, by and between the County of Walla Walla, a Municipal corporation of the State of Washington, hereinafter referred to as "County" and the Cities of College Place, Prescott, Waitsburg, and Walla Walla, Municipal corporations of the State of Washington, hereinafter referred to as "Cities".

WITNESSETH:

WHEREAS, [RCW 38.52.070](#) directs local governments to establish and organize an emergency management organization and provides for a local emergency management organization in which two or more political subdivisions may join for the establishment and operation thereof, and

WHEREAS, the Board of County Commissioners of Walla Walla County, Washington, has agreed to manage the joint operation of an emergency management organization as provided by RCW 38.52.070. and

WHEREAS, the declared purposes of this agreement are to provide for the preparation and carrying out of plans, including mock or practice drills, for the protection of persons and property within this county in the event of a disaster, and to provide for the coordination of the emergency functions of this county with all other public agencies and affected private persons, corporations, and organizations, and

WHEREAS, any expenditures made in connection with such emergency management activities, including mutual aid activities, and mock or practice drills, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of Walla Walla County and its participating Cities, and

WHEREAS, the term "emergency management" denotes activities relating to the preparation for and the carrying out of all emergency functions to mitigate, prepare for, respond to, and recover from emergencies and disasters that have the potential to severely affect people, property, the environment and the economic vitality of Walla Walla County and the Cities. And to aid victims suffering from injury or damage, resulting from disasters caused by all hazards, whether natural, technological, or human caused, and to provide support for search and rescue operations for persons and property in distress, and

WHEREAS, these functions are to include, but are not limited to, firefighting, law enforcement, emergency medical, radiological, chemical and other special weapons defense, evacuation of persons from stricken areas, emergency transportation, existing or properly assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for and carrying out of the foregoing functions, and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS TO BE PERFORMED BY THE PARTIES, IT IS AGREED AS FOLLOWS:

1. CONTINUATION:

- (A) There will continue to be a joint local organization for emergency management, to be composed of Walla Walla County, Washington, and its participating incorporated cities and town, which is known as the "Walla Walla County Emergency Management Department." The Department is under the supervision of the Walla Walla Board of County Commissioners.
- (B) This joint organization shall continue its existence upon approval of this agreement by the Board of Walla Walla County Commissioners. Thereafter any incorporated city or town within Walla Walla County may become a participating member upon the adoption of a resolution by its legislative body to that effect and agreeing to the provisions hereof and the deposit with the Director of Walla Walla County Emergency Management of a duly executed copy of this agreement.
- (C) If a political subdivision declines to contribute its fair and equitable share to said joint emergency management organization, in accordance with RCW 38.52.070 (1) it is directed to otherwise establish its own emergency management organization as required by said RCW and to comply with statutory guidelines for its operation.
- (D) The operation of said joint organization shall be conducted through county administrative offices. There is to be continued a special pooled fund to be administered by the Treasurer of Walla Walla County, which fund is known as the "Walla Walla County Emergency Management Fund," into which are deposited all funds received for the account of this joint organization and from which shall be paid all-proper claims as allowed by the Board of Walla Walla County Commissioners in accordance with [RCW 36.22.050](#) and any other applicable statutes.
- (E) The participating members' contributions to the Emergency Management Fund shall be based in proportion to the assessed property valuations of the Emergency Management budget that is not reimbursed by the Federal or State Government. The proportion of assessed property valuations shall be calculated annually as part of the Emergency Management budget preparation with current figures from the Walla Walla County Assessor. The charges shall be payable annually or semi-annually, within 30 days of the beginning of each calendar half. In the event of an emergency resulting in the necessity of carrying out of emergency functions for the preservation and protection of lives and/or property, the cost of emergency functions above and beyond the permanent staff and facilities of the Emergency Management Department shall be borne by the participating member or members affected by such emergency and promptly remitted to the Emergency Management Fund, provided that the Director shall obtain approval of the executive head of the affected political subdivision at the earliest opportunity. If in any case the Emergency

Management Executive Board cannot agree upon the proper division of cost, the matter shall be referred to the State Emergency Management Council¹ for arbitration. Its decision shall be binding.

- (F) An annual budget shall be prepared by the Director, subject to the approval of the EMEB, for final adoption by the Walla Walla County Commissioners.
- (G) The Emergency Management Department may accept gifts, grants, or loans of money, equipment or services from any lawful source and perform all functions authorized by law to be performed by departments of emergency management.
- (H) Each party to this agreement shall to the extent of the law, indemnify and hold harmless each of the other parties, their officers, agents, contractors, servants, and employees and any and all claims of third parties from any and all liability for such losses, expenses, damages, personal injury or death arising out of assistance rendered pursuant to this agreement. All such claims and related rights are hereby expressly waived.

2. EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB):

- (A) Membership. In accordance with RCW 38.52.070, the Walla Walla County Emergency Management Executive Board (EMEB) shall consist of the County Commissioners, the mayors of each participating incorporated city, the Walla Walla City Manager, the College Place City Administrator, and the Waitsburg City Administrator for a total of ten voting members. The Chair of the Board of County Commissioners shall serve as Chair of the EMEB. The Director shall be an ex-officio, non-voting member and shall serve as Vice-Chair. Mayors may appoint another council member to represent their jurisdiction.
- (B) Powers and Duties. The EMEB shall perform all duties imposed by statute upon executive heads of emergency management departments. It shall review and recommend for adoption emergency management and mutual aid plans and agreements and such resolutions and rules and regulations as are necessary to implement such plans and agreements. It shall do all things herein provided and/or reasonably necessary to the accomplishments of the purposes hereof.
- (C) Incident Command System. It is understood that the Incident Command System (ICS) will be utilized for multiagency/multi-jurisdiction operations. The Incident Command System establishes common standards in organization, terminology, and procedures; and provides a means (unified command) for the establishment of a common set of incident objectives and strategies during multiagency/multijurisdictional operations while maintaining individual agency/jurisdiction authority, responsibility, and accountability. The Incident Commander (IC) assumes the primary leadership function at the incident location.

¹ <https://mil.wa.gov/emergency-management-council>

- (D) EMEB Chair Powers and Duties. In the event of a disaster declared by the Governor of the State of Washington as provided by law, the EMEB Chair shall be empowered and may designate staff to:
- (1) Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such disaster provided the following procedures are followed.
 - (2) When the EMEB Chair determines it is necessary to request the assistance of a party or parties to this agreement, under the terms of this agreement, the EMEB Chair is authorized to do so. The EMEB Chair shall through communication with the Incident Commander or the authorized subordinates take the following actions:
 - (a) Determine, in consultation with the Emergency Management Director and/or the Incident Commander, if existing mutual aid agreements can provide needed resources.
 - (b) Identify the exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn in accordance with this agreement by the Incident Commander.
 - (c) In the event no Incident Commander or authorized subordinate is available, the EMEB Chair may authorize an agency, personnel, vehicles, and equipment as needed to address a declared emergency.
 - (d) Such actions must be confirmed at the earliest practicable time by the EMEB.
 - (3) Within the constraints above, require the services of any county or city officer or employee to command the aid of as many citizens as he/she considers necessary in the execution of his/her duties such persons being entitled to all privileges, benefits, and immunities as are provided by Chapter 38.52 RCW and federal and state emergency management regulations for registered emergency workers.
 - (4) Execute all of the special powers conferred upon him/her by this agreement or by resolution adopted pursuant thereto, by powers conferred upon him/her by statute, or by agreements approved by the EMEB or by other lawful authorities.
- (E) Quorum and Meetings. Those members of the EMEB present shall constitute a quorum for the transaction of emergency management business at any regularly scheduled meeting. Any meeting in which a budget is to be adopted or a financial obligation is to be assessed to a member thereof shall require a quorum of 6 members of the EMEB at the first meeting convened for that purpose. If a quorum is not present, a special meeting will be called two (2) weeks after the scheduled meeting where it may be voted on by the members present regardless of a six-person quorum being present. The EMEB shall meet on a quarterly basis to review the Emergency Management organization and plans. Meeting dates and times

will be published by the Emergency Management Department prior to each meeting. Other meetings of the EMEB shall be called by the Chair or Vice-Chair or by a majority of the members of the EMEB. Any EMEB member may call emergency meetings with adequate notice to all members.

- (F) Division, Services and Staff. The EMEB shall prescribe divisions and services, assign functions, duties and powers as it deems appropriate. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the federal government and the Emergency Management Division of the State of Washington.

3. LOCAL EMERGENCY PLANNING COMMITTEE (LEPC):

- (A) The Local Emergency Planning Committee (LEPC) may be composed of representatives and users from organizations such as:
- (1) All Law Enforcement Agencies within the County
 - (2) All Fire Departments and Districts
 - (3) All Hospitals
 - (4) County Coroner
 - (5) County and City Public Works Departments
 - (6) County Health Officer
 - (7) All City/County Ambulances
 - (8) City and County Building Officials
 - (9) County Emergency Medical Services Director
 - (10) Valley Transit
 - (11) Volunteer Organizations such as American Red Cross, Amateur Radio, Civil Air Patrol, Salvation Army etc.
 - (12) Utility Company Representatives
 - (13) Tier Two Facility Representatives (facilities which store hazardous materials which meet the Emergency Planning & Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act (SARA) reporting requirements)
 - (14) Other Representatives as Designated by the LEPC
- (B) The LEPC shall assist and cooperate with the Director of Emergency Management in the development of emergency plans, exercises, and training operations. The LEPC shall meet quarterly unless the Emergency Management Director calls additional or less frequent meetings.
- (C) The Emergency Management Communications Advisory Board (EMCAB), made up of public safety agencies including fire and law enforcement, shall provide advisory services to Walla Walla County Emergency Management Department. The advisory council will assist, advise and cooperate with the Director of EMD in the development of budget, plans,

exercises, training and special projects related to mitigation, preparedness, response and recovery. Advice and recommendations from the advisory council will be forwarded by the Director of Emergency Management to the EMEB for final decision.

4. DIRECTOR OF EMERGENCY MANAGEMENT POWERS AND DUTIES:

- (A) The Director shall be responsible for the Walla Walla County Emergency Management Department and the coordination and development of the overall emergency management activities. The Director shall report to the Board of County Commissioners for general management of the Department and to the Chair of the EMEB during emergency situations. The Director shall employ staff to carry out the day-to-day functions of the Department.
- (B) Subject to the directions of the EMEB, the Director is hereby empowered and directed to:
 - (1) Employ and supervise staff per Walla Walla County employment contracts and policies.
 - (2) Direct coordination and cooperation between divisions, services jurisdiction, and to resolve questions of authority and responsibility that may arise between them.
 - (3) Designate and direct staff in accomplishing the following:
 - (a) Coordinate the efforts of the emergency management organization for the accomplishment of the purposes of this agreement.
 - (b) As required by RCW 38.52.030(3), prepare and maintain a Comprehensive Emergency Management Plan (CEMP) for Walla Walla County and its participating cities and towns, conforming to the state emergency management plans and programs.
 - (c) Represent the emergency management organization in all dealings with public or private agencies during a disaster or emergency as well as during the recovery phase.
 - (d) Keep and maintain an inventory of all goods, supplies and equipment of the Emergency Management Department or in its custody including federal excess property on loan to the department, with said inventory to specify the location of each item listed thereon.

5. SERVICES TO BE PROVIDED TO PARTICIPATING JURISDICTIONS:

The Walla Walla County Department of Emergency Management shall provide service, equipment and personnel to participating political jurisdictions to assist them in effecting emergency operational plans and programs, to include the following:

- (A) Provide an emergency management organization to coordinate operational activities and to minimize death, injury and damages for periods before, during and after an enemy attack, natural disaster or man-caused disaster.

- (B) Provide a Comprehensive Emergency Management Plan (CEMP) that provides guidance, policies and lists responsibilities for mitigation, response, preparedness and recovery from a disaster.
- (C) Coordinate local emergency management planning with the Federal Government, State of Washington, neighboring counties, military organizations and other support agencies.
- (D) Coordinate with and assist jurisdictions and agencies in preparing, updating and executing mutual aid agreements.
- (E) Provide for the effective utilization of resources within or from outside these jurisdictions to minimize the effects of disaster and to request assistance as needed through established emergency management channels.
- (F) Recruit, register and identify emergency workers and provide for compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency management duty.
- (G) Establish and maintain training and public information programs.
- (H) Identify protection measures for the population against the hazards of radioactivity and release of hazardous materials through the development of relocation and shelter in place programs.
- (I) Provide emergency disaster control and coordination through the designated Emergency Coordination Center.
- (J) Develop a system for warning the general public and to provide for information and guidance to the general public.
- (K) Ensure that local communications systems can be utilized to the maximum extent practicable during emergencies and that a capability can be maintained for communicating with the State Emergency Operations Center.
- (L) Provide support for search and rescue operations.
- (M) Provide normal office procedures, correspondence and inventories.

6. DURATION:

This agreement shall remain in full force and effect for a period of five (5) years from date of adoption by the Walla Walla County Board of Commissioners. This agreement shall be deemed to be in force unless notice is received from any party at least six (6) months prior to a requested termination date.

7. WITHDRAWAL OR CANCELLATION:

Any participating party to this agreement shall have the right to withdraw from this agreement by providing six-month written notice, which shall be effective at 11:59 PM on December 31st of the year in which the notice of withdrawal is tendered. Notice shall be delivered to the Director.

Withdrawal by Walla Walla County shall constitute cancellation of this agreement in its entirety. Withdrawal by any other party will not trigger a termination of this Agreement for the other parties.

PROPERTY DISPOSAL UPON WITHDRAWAL OR AGREEMENT CANCELLATION:

- (A) No real property ownership or acquisition is anticipated. Property, for purpose of this section, refers to personal property only.
- (B) Federal or State-owned properties shall be disbursed in accordance with appropriate federal or state guidelines.
- (C) Items loaned to the Emergency Management Department by a participating member shall be returned to that member upon that member's withdrawal from this agreement, upon this agreement's cancellation, or upon the expiration of this agreement.

8. SAVINGS CLAUSE:

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
ARPA SUBRECIPIENT
AGREEMENT BETWEEN WALLA
WALLA COUNTY AND CITY OF
WAITSBURG

RESOLUTION NO. **22**

WHEREAS, the U.S. Department of Treasury has allocated American Rescue Plan Act (ARPA) funds to Walla Walla County; and

WHEREAS, the County desires to allocate a portion of the ARPA funds awarded to the City of Waitsburg for an infrastructure project per the scope of work in the agreement; and

WHEREAS, the agreement benefits the citizens of Walla Walla County; and

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

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

Passed this 1st day of August, 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*

ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement ("Agreement") is dated as of the 20 day of July 2022, by and between Walla Walla County, a Washington political subdivision ("County"), and City of Waitsburg, ("Subrecipient").

WHEREAS, the U.S. Department of the Treasury ("Treasury") has allocated to the County \$11,801,918 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA Act"), for the limited purposes identified in the Interagency Agreement between the Treasury and Walla Walla County dated May 11, 2021 and May 14, 2021 ("IGA"), identified as Attachment A, the Coronavirus State and Local Fiscal Recovery Funds Final Rule ("Final Rule"), identified as Attachment B, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds ("Compliance & Reporting Guidelines"), identified as Attachment C. Attachments A, B & C are attached hereto and incorporated herein by this reference.

WHEREAS, the ARPA Act authorizes the County to expend ARPA Funds awarded to the County for the following eligible purposes as outlined in the Final Rule as follows:

- (1) Replace lost public sector revenue, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
- (2) Support the COVID-19 public health and economic response by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
- (3) Provide premium pay for eligible workers performing essential work, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
- (4) Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.

Pursuant to the ARPA Act, Eligible Uses under this non-R&D federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026.

WHEREAS, the County desires to allocate portions of the ARPA Funds awarded to Walla Walla County to cities within the County for infrastructure projects, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above.

WHEREAS, the County and Subrecipient desire to enter into this Agreement so that the County may provide ARPA Funds for appropriate and qualifying expenditures of grant funds to the Subrecipient by the County for Water, Waste and Stormwater System GIS Mapping within the City of Waitsburg city limits as specified in Attachments D and E.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. **Effective Date and Term.** This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024, unless terminated by the County in writing.

2. ARPA Funds. The County agrees to provide the Subrecipient a total sum not to exceed \$30,000 to be used for Water, Waste and Stormwater system GIS Mapping.
3. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that the ARPA Funds are necessary Eligible Uses to make necessary investments in water, sewer, or broadband infrastructure.
4. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; and d) legal settlements.
5. Reimbursement Request & Reporting Requirements. To facilitate the release of ARPA Funds by the County to the Subrecipient and the County's compliance with reporting requirements for usage of ARPA funding under the IGA and Attachment D, the Subrecipient may submit one A-19 form per month to the County on or before the 10th day following the end of each calendar month during the term of the Agreement. Payment for approved expenditures will be made within xx days of receipt of the A-19 form.
6. Termination. The County may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.
7. Independent Contractor. Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.
8. Indemnification. The Subrecipient agrees to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and or agents relating to the Subrecipient's performance or failure to perform under this Agreement. The section shall survive the expiration or termination of this Agreement.
9. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the IGA, Interim Final Rule, and Compliance & Reporting Guidelines to the extent applicable, when disbursing ARPA Funds to recipients or when seeking Reimbursement from the County.
10. Maintenance and Audit of Records. The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Washington State Auditor's Office and as required by the IGA, Interim Final Rule and Compliance & Reporting Guidelines for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the County for such payments upon request.
11. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last

known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient
City of Waitsburg
Attn: Randy Hinchliffe, Administrator
PO Box 35
Waitsburg, WA 99361
administrator@cityofwaitsburg.com

Walla Walla County
Attn: Diane L. Harris, Clerk of the Board
PO BOX 1506
Walla Walla, WA 99362
wwcocommissioners@co.walla-walla.wa.us

12. **Improper Influence.** Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.
13. **Conflict of Interest.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.
14. **Time.** Time is of the essence in this Agreement.
15. **Survival.** The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.
16. **Amendment.** No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.
17. **Governing Law: Venue.** The Agreement will be governed in all respects by the laws of Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Walla Walla County, Washington or as provided by RCW 36.01.050.
18. **Non-Waiver.** No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the county at law or in equity.
19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
20. **Assignment.** The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.
21. **Entire Agreement.** This Agreement constitutes the entire agreement between the County and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

22. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
23. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
24. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.
25. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

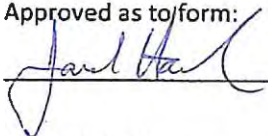
IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

City of Waitsburg



Randy Hinchliffe, City Administrator

Approved as to form:



Walla Walla County:

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*

Approved as to form:

Jesse D. Nolle, Chief Civil Deputy Prosecuting Attorney

Attachment D

Scope of Work

Water, Waste and Stormwater system GIS Mapping.

COUNTY COMMISSIONERS (continued)

- l)** Review reports and correspondence; hear committee and meeting reports
- m)** Review of constituent concerns/possible updates re: past concerns

a) Action Agenda Items:

- 1) Resolution – Shelter Agreement between the American Red Cross and Walla Walla County for use of County Fairgrounds Facilities as shelter in an emergency
- 2) Proposal 2022 08-01 Econ-Dev - Port Approval of Port of Walla Walla to expend funds from Port's portion of the Economic Development Sales Tax Funds to Walla Walla County Fairgrounds for the Fairgrounds Arena Expansion (Viewing) project

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A SHELTER
AGREEMENT BETWEEN THE
AMERICAN RED CROSS AND
WALLA WALLA COUNTY FOR
USE OF COUNTY FAIRGROUNDS
FACILITIES AS SHELTER IN AN
EMERGENCY



RESOLUTION NO. **22**

WHEREAS, pursuant to Walla Walla County Resolution 11 203, an agreement was approved between the Blue Mountain Chapter of the American Red Cross and Walla Walla County for the use of certain Walla Walla County Fairgrounds facilities to use as a shelter during an emergency; and

WHEREAS, an updated American Red Cross Shelter Agreement has been submitted to the County for consideration; and

WHEREAS, the use of these facilities as a shelter during an emergency benefits the citizens of Walla Walla County; and

WHEREAS, the updated Shelter Agreement has been reviewed by the Prosecuting Attorney and the Risk Manager; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said American Red Cross Shelter Agreement, and that the Chair of the Board shall sign same.

Passed this 1st day of August, 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*

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Name of Facility/ Governing Agency	Walla Walla County Fairgrounds / Walla Walla County
Address	363 Orchard Street; Walla Walla, WA 99362
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Greg Lybeck, Fair Manager 509/527-3247 509/520-3247
Address for Official Notices (only if different from above address)	Walla Walla County Commissioners; P.O. Box 1506; Walla Walla, WA 99362

Red Cross:

Chapter Name	American Red Cross Serving Central and Southeast Washington
Chapter Address	302 S 2nd St, Yakima, WA 98901
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Cody Tusler, Disaster Program Manager 509-961-0165, or Cody Campbell, Disaster Program Manager, 509-607-4626
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031



Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Facility Name

Address

Walla Walla County Fairgrounds Community Center - 363 Orchard Street - Walla Walla, WA 99362

Walla Walla County Fairgrounds Pavilion - 363 Orchard Street - Walla Walla, WA 99362

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter		

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
9. **Reimbursement:** Subject to the conditions in paragraph 9(e) below, the Red Cross will reimburse the Owner for the following:
- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
 - b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
 - c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water		
Gas		
Electricity		
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
 - e. If the disaster is a Federally declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.
10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.
11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.
12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.



Facility Use Agreement

Walla Walla County Fairgrounds / Walla Walla County

Name of Facility/Governing Agency (Legal Name)

By (Signature)

Name (Printed)

Todd Kimball

Title

Date

The American National Red Cross

(Legal Name)

By (Signature)

Name (Printed)

Title

Date

DIGITAL Signature. Each party agrees that either party's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.



Proposal

Date: 07-27-2022

Proposal ID. 2022 08-01 EconDev – Port

To: BOCC

From: Diane Harris, Clerk of the Board

Intent – Approval of Port of Walla Walla expending funds

Topic – Approval of Port of Walla Walla expending funds from the Port's portion of the Economic Development Sales Tax Funds to Walla Walla County for the Fairgrounds Arena Expansion (Viewing) Project

Summary

The Port of Walla Walla during their regularly scheduled meeting on February 24, 2022 approved a grant application in the amount of \$200,000 for the Fairgrounds Arena Expansion (viewing) Project. This request is for the above funds from the Port of Walla Walla's portion of the Economic Development Sales Tax Fund.

Pursuant to the current interlocal between the Port and County of Walla Walla regarding the Economic Development Sales Tax funds the County must approve the Port of Walla Walla expending these funds.

On July 12, 2022 Greg Lybeck, Walla Walla Fair & Frontier Days Manager, requested the payment of the grant funds from the Economic Development Sales Tax Fund monies. On July 21, 2022 the Port sent a letter that they concur to proceed with the Port of Walla Walla's funds distribution request. Greg Lybeck is requesting concurrence from the County Commissioners, and at such time a warrant will be vouchered for payment to Walla Walla County Fairgrounds Building Fund for the following:

Port of Walla Walla – 9/10ths funds - \$200,000

Cost

\$200,000

Funding

9/10ths Funds – Port of Walla Walla

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Approval of Port of Walla Walla expending \$200,000 out of their portion of the 9/10th Economic Development Funds for Walla Walla County – Fairgrounds Arena Expansion (viewing) Project.

Submitted By

Disposition

Diane Harris, Commissioners 7/27/2022

☐ Approved

Name Department Date

☐ Approved with modifications

☐ Needs follow up information

Signature

☐ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

July 21, 2022

Todd L. Kimball, Commissioner Chair
Gregory A. Tompkins, Commissioner
Jenny Mayberry, Commissioner
Walla Walla County
P.O. Box 1506
Walla Walla, WA 99362

RE: Economic Development Sales Tax Fund (EDSTF) Request for Funding Distribution from the Port's portion of the EDSTF for the Economic Development Sales Tax Fund Grant – Walla Walla County Fairgrounds – Arena Expansion (Viewing) Project

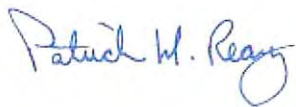
Dear Commissioners:

The Port of Walla Walla hereby submits this Economic Development Sales Tax (EDST) funds distribution request for the \$200,000 from the Port's portion of the EDSTF for Walla Walla County Fairgrounds – Arena Expansion (Viewing) Project.

If the County Commissioners concur with our finding to proceed with the Port of Walla Walla's funds distribution request, please authorize the Walla Walla County Treasurer to proceed with making the payment to complete the transaction.

If you have any questions, please call.

Sincerely,



Patrick H. Reay
Executive Director

cc: Port Commissioners
Gregory Lybeck, Walla Walla County Fairgrounds General Manager
File



July 12, 2022

Port of Walla Walla Commissioners
Mr. Mike Fredrickson, President
Mr. Ron Dunning
Mr. Kip Kelly
301 A Street
Walla Walla, WA 99362

Email: pr@portwallawalla.com



Dear Commissioners:

The Walla Walla County Fairgrounds hereby submits this Economic Development Sales Tax (EDST) funds distribution request for \$200,000 from the Port's portion of the EDSTF for the Walla Walla County Fairgrounds Arena Expansion (Rodeo Viewing Platforms) Project. The Walla Walla County Fairgrounds was awarded \$200,000 from the Port's EDST funds for both upgrading existing public infrastructure (the fairgrounds grandstand and arena complex) as well as building a new structure (the rodeo arena viewing platforms).

Please contact me if you have questions or need additional information. Thank you.

Sincerely,

Greg Lybeck, CFE
Fair General Manager

c: Pat Reay, Executive Director, Port of Walla Walla



SENT VIA EMAIL ON 03-22-2022

March 22, 2022

Todd Kimball, Commissioner District #2 (2022 Chair)
Greg Tompkins, Commissioner District #3
Jenny Mayberry, Commissioner District #1
Walla Walla County
P.O. Box 1506
Walla Walla, WA 99362

**RE: Economic Development Sales Tax Fund Grant – Walla Walla County – Fairgrounds
Arena Expansion (Viewing) Project**

Dear Commissioners:

On February 24, 2022, the Port of Walla Walla Commissioners approved a \$200,000 Economic Development Sales Tax Fund (EDSTF) grant and the ability to access a \$200,000 Economic Development Sales Tax Fund (EDSTF) loan to the Walla Walla County – Fairgrounds Arena Expansion (Viewing) Project. Attached is the staff report and EDSTF application for your review.

Consistent with our Interlocal Economic Development Agreement dated May 31, 2005, the Port is submitting this EDSTF application for Walla Walla County Board of Commissioner's consideration and concurrence.

The Port hereby certifies that this application complies with RCW 82.14.370 and the funds will be allocated from the Port's 2/3rd share of EDSTF account.

If you have any questions or need any additional information, please do not hesitate to call or email me.

Sincerely,

Patrick H. Reay
Executive Director

Enc. Walla Walla County – Fairgrounds Arena Expansion (Viewing) Project

cc: Port Commissioners



Walla Walla County Fairgrounds

Greg Lybeck, CFE
General Manager

Walla Walla Board of County Commissioners Department Head Report August 1, 2022

1. Fairgrounds Department Staffing
 - a. Pleased to announce that Sha-lynn Stewart is now officially the new Events & Competitive Exhibits Coordinator. Sha-lynn is a great addition to our team and has jumped right in.
 - b. As you know, based on the recommendations from the State Veterinarian and our own poultry superintendent, last week we made the decision to cancel the on-site Poultry Show during this year's Fair due to concern about the possible spread of Avian Flu. As an alternative, our exhibitors will still be able to show their animals in a "virtual" poultry show, be judged, and be eligible for premiums. We are making every effort to ensure our poultry exhibitors can still participate in a fun and educational experience.
2. Grounds Update:
 - a. Held fewer events in July than June, mostly private events plus a two-day horse show. August will be a short month for events with only three private events and then all events stop August 18. We start again the weekend immediately following the Fair with three events: Gem & Mineral Show; Wheelin' Walla Walla Weekend; and a Quilt Show – and it just keeps going from there.
3. Walla Walla Fair 2022:
 - a. The deadline for entering exhibits is August 5 and we're seeing a major uptick in drop-ins and phone calls about entering items in the Fair. We are also doing a lot of social media – in both English and Spanish – to alert people to the deadline and provide information on how to enter the Fair.
 - b. Met with Express Personnel on our labor needs for this year's fair. Anticipate labor costs to be up this year over last and we may be over-budget. We are thinking creatively so as to reduce the number / hours of our temporary employees such as installing a few self-serve ticket booths at the main entrances.
 - c. Parade entries are coming in and it looks like we will have another good parade.
 - d. Have been meeting with our Fair superintendents on updates and changes for this year. These are great, enthusiastic volunteers that we're very fortunate to have on our team.
 - e. We now have a 19-member Ag Advisory Committee and their input and involvement has been very helpful.
 - f. Have held additional meetings with the sheriff's department, Tri-Cities Monitoring, and our own security in preparations for this year's fair and to review changes

- g. The Marketing Committee met and, for the most part, finalized this year's advertising plan. Billboards will be up starting this week and we got a first look at this year's commercial and we think it's great.
 - h. The Entertainment Committee has continued to meet and, as of now, all the stages have full schedules plus this year we have some great strolling acts that will be performing throughout the grounds.
 - i. Met with Nick West, Pepper Entertainment, to finalize the requirements for the Brothers Osborne show.
 - j. Met with the leadership of the Confederated Tribes of the Umatilla Indian Reservation to discuss their increased participation in the Fair.
 - k. The Walla Walla Rotary Club will be serving as ticket scanners and operating the Chase and Tietan parking lots. Really pleased to have Rotary with us again.
 - l. Sponsorship sales are winding down and we're seeing a good response.
4. Rodeo Viewing Platforms Project:
- a. Out of the 59 available Viewing Platform boxes, we have commitments for 49 and I anticipate we will be close to a 95% commitment by Fairtime.
 - b. Construction is really moving along. Hard to believe but they are scheduled for the first concrete pour of the decks August 8.
 - c. We are fortunate to be working with Central Washington Asphalt to create a new P1FCU parking lot at the north end of the infield for the viewing platform box holders. There will be 61 stalls with 6 ADA-accessible stalls closest to the ramp.



5. Fairgrounds Physical Plant Improvement and Maintenance

- a. Work is continuing on the Department of Ag grant project – paving, fencing, gates, etc. This project will be completed by Fairtime and will greatly improve access by providing asphalt walkways from Tietan Street to the paved walkway between the grandstand and carnival area and connecting to the main fairgrounds as well as adding ADA-accessible parking.
- b. Two new ADA-accessible parking areas will be created with six ADA stalls and one ADA van stall in each of the two areas.
- c. The fence post holes have been dug and the posts cemented. Once final paving is complete, the contractor will string the fence and hang the gates.
- d. We are also making some of our ticket booths ADA accessible.



6. Fair Board:

- a. The next Fair Board meeting will be held August 2 at the fairgrounds in the VIP room. The board will be meeting twice a month until the completion of the fair to make sure we are ready.
- b. We are excited to welcome our new Director Jeff Preas. Jeff's term will officially begin in October but he is already hard at work helping prepare for Fair – as are our two new ex-officio directors – Julie McCubbin and Chris Forbes.

10:30 COUNTY CORRECTIONS

Norrie Gregoire

a) Action Agenda Items:

- 1) Proposal 2022 08-01 JJC Approval to use Juvenile Justice Center/Court Services portable building and parking lot to host a Child Advocate Program Event

b) Department update and miscellaneous



Proposal

Date: July 11, 2022

Proposal ID. 2022 08-01 JJC

To: Board of County Commissioners

From: Department of Court Services, Jon Cassetto

Intent – Use JJC (Juvenile Justice Center)/Court Services portable building and parking lot to host a Child Advocate Program event.

Summary

The Walla Walla Child Advocate Program would like to partner with Mo's Place on August 18th, from 5-7 PM to co-host a back-to-school supply event utilizing the JJC portable building and the JJC parking lot. The intent would be to set up a one-stop shop where in foster kids and their caregivers can come and pick out donated school supply items. This allows foster kids to get the experience of going and picking out their school supplies and picking something special for themselves.

Cost

N/A

Funding

N/A

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Use of the JJC portable building and parking lot.

Risk

Utilize COVID 19 safety protocols.

Benefits

Build relationships with foster youth and families in our community and strengthen partnerships within community.

Conclusion/Recommendation

Request approval from the BOCC for use of the county facilities to host this event.

Submitted By			Disposition	
Jon Cassetto, Dept. of Court Services, 7/11/2022			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
			<input type="checkbox"/> Needs follow up information	
Signature			<input type="checkbox"/> Denied	
			<hr/>	
			BOCC Chairman	Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up



**DEPARTMENT OF COURT SERVICES
JUVENILE JUSTICE CENTER
WALLA WALLA COUNTY**

Norrie Gregoire, Director
Matt Stroe, Jail Commander
Keri Weber, Executive Assistant

Norrie Gregoire, Juvenile Court Administrator
Jon Cassetto, Court Services Manager
TJ James, Detention Manager
Kayla Zimmer, Administrative Services Supervisor

To: BOCC
From: Norrie Gregoire, Director of Corrections/Juvenile Court Administrator
Date Written: 07/28/22

Director's Report for August 1st, 2022

Board Consent/Action Agenda Item(s):

- ✓ Consent Items: None.
- ✓ Action Items: None.

Corrections/Court Services Department Updates:

✓ Service Providers, Programs, Grants & Essential Services

- When Providence gave notice last winter that they would no longer provide on-site medical services in Detention, Blue Mt. Heart to Heart agreed to expand service beyond the jail and subsequently subcontracted with The Health Center to provide medical services for JJC. In June, THC gave notice that they no longer had the capacity to serve Detention youth. BMH2H has shuffled staff around to maintain medical services for youth housed in Detention...
- On 7/22 we were notified by the Washington State Office of Legal Aid that the County is among the second cohort to benefit from implementation of 2SHB 1219, which expands the right to counsel for all children 8-17 in dependency proceedings and children 0-17 where a petition to terminate parental rights has been filed. State will identify, recruit, train, oversee and compensate these attorneys. Superior Court will appoint attorneys.
- Electronic Home Monitoring (EHM) caseload has dropped to 10 adult defendants and Sentry UA program has dropped to about 20 individuals.

✓ Court, Detention & Jail Operations

- County Jail is housing 12 individuals deemed not competent by Eastern State waiting for restoration beds to open. We recently successfully had an individual approved for expedited admission and will continue to seek quicker bed access for those that we believe meet criteria.
- Detention continues to see a steady stream of 2-4 Oregon youth and 2-3 Walla Walla youth housed. Over the last two months, JJC has seen several runaways picked up from out-of-state and subsequently lodged under contract beds.
- An inmate severely damaged dayroom glass in our administrative segregation unit on 7/26. Unit was subsequently rendered unusable. Jose from Facilities was able to get vendor and technician on-site within an hour and the unit was back in operation that evening.

✓ Personnel/Training/Recruitment

- Corrections Officer Lucas Morrison began service at the County Jail on July 11th.
- Corrections has three applicants in background for the PAT held July 20th. We are expediting hiring by asking for Personal History Statements to be filled out prior to interview and turned in upon conditional offer being tendered immediately after interview.

10:45 COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice

a) Department update and miscellaneous



Walla Walla County Community Development Department

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

To: Board of County Commissioners
From: Lauren Prentice, Director
Agenda Date: August 1, 2022
Prepared: July 27, 2022
RE: Monthly Community Development Department Update

Building/Fire

The following 52 building and fire permits were approved during the last month; compared to 66 last month.

- 28 of these were over-the-counter (OTC) permits; the average review time for these is 0 days, meaning received and issued the same day. Types of OTC permits:
 - Mechanical
 - Plumbing
 - Re-roof
 - Siding/Windows Replacement
 - Special Events (fire operational permit, typically for tents)
 - Solar Arrays (roof-mounted)
- The average review time for the building permits requiring review was 16 days, which is exceptionally faster than where we used to be which was in the range of 30-45 days.
- In addition to the building OTC permits, we also issued 14 residential burn permits. These are also prioritized and typically issued the same day.

Permit #	Date Applied	Date Approved	Days	Address	Description
B22-0287	7/5/2022	7/5/2022	0	1025 ORCHARD ST	Replace heat pump & air handler
B22-0312	7/11/2022	7/11/2022	0	1061 HANSON LOOP	Re-roof Residence, 33 sq w/tear-off
B22-0295	7/6/2022	7/6/2022	0	1066 BIAGI LN	Re-roof Residence, 26 sq w/tear-off
B22-0311	7/11/2022	7/11/2022	0	1437 AVALON ST	Re-roof Residence, 30 sq w/tear-off
B22-0331	7/21/2022	7/21/2022	0	145 E CURTIS AVE	Re-roof Commercial, 19 sq w/tear-off
B22-0297	7/6/2022	7/6/2022	0	149 BUNCHGRASS LN	Replace 2 windows
B22-0318	7/13/2022	7/13/2022	0	1809 RESER RD	Re-roof Residence, 30 sq w/tear-off
B22-0309	7/11/2022	7/11/2022	0	200 RANSOM RD	Replace A/C & Evaporative cooler
B22-0280	6/30/2022	6/30/2022	0	2059 S WILBUR AVE	Re-roof Residence, 50 sq w/tear-off
B22-0337	7/25/2022	7/25/2022	0	218 E LANGDON RD	Replace residence heat pump & air handler

B22-0341	7/26/2022	7/26/2022	0	2204 RIGGS RD	Replace heat pump & air handler
B22-0323	7/18/2022	7/18/2022	0	26667 ICE HARBOR DR	Replace 4 T A/C & gas furnace in basement
B22-0284	7/1/2022	7/1/2022	0	2753 OLD MILTON HWY	Replace gas furnace
B22-0328	7/19/2022	7/19/2022	0	3050 PLAZA WAY	Re-roof 45 sq w/tear-off - Gazebo
B22-0336	7/25/2022	7/25/2022	0	425 B ST	Re-roof Commercial, 19 sq w/tear-off
B22-0332	7/21/2022	7/21/2022	0	4353 LEWIS PEAK RD	Gas line hookup for home generator installation
B22-0300	7/7/2022	7/7/2022	0	48 WALNUT ST	Replace furnace & Ht pump/Ac/Boiler & Duct work
B22-0310	7/11/2022	7/11/2022	0	581 VINEYARD LN	Re-roof Residence, 47 sq w/tear-off
B22-0345	7/26/2022	7/26/2022	0	6931 OLD HWY 12	Demo existing 1983 Manufactured Home only
B22-0330	7/20/2022	7/20/2022	0	739 WALLULA AVE	Re-roof Residence, 26 sq w/tear-off
B22-0298	7/6/2022	7/6/2022	0	755 B ST	Re-roof Commercial, 18 sq w/tear-off
B22-0303	7/7/2022	7/7/2022	0	797 FROG HOLLOW RD	Re-roof Residence, 42 sq w/tear-off
B22-0288	7/5/2022	7/5/2022	0	818 E CHESTNUT ST	Install heat pump & gas furnace
B22-0333	7/21/2022	7/21/2022	0	855 NE SPITZENBURG ST	Re-roof Residence, 13 sq w/tear-off
B22-0285	7/1/2022	7/1/2022	0	90 RUSSET RD	Reroof Residence 40 sq w/tear-off
B22-0322	7/17/2022	7/18/2022	1	259 SAPOLIL RD	Re-roof Residence, 44 sq w/tear-off
B22-0325	7/18/2022	7/20/2022	2	176 RYAN AVE	8.28 kW Roof Mount Solar Array
B22-0306	7/8/2022	7/11/2022	3	270 E CESSNA AVE	Re-roof Commercial bldg 18 sq w/tear-off
B22-0321	7/15/2022	7/20/2022	5	4728 MILL CREEK RD	Install of buried 1000g propane tank
B22-0304	7/8/2022	7/13/2022	5	90 GALLANT RD	144 sf Kitchen addition & remodel
B22-0292	6/27/2022	7/5/2022	8	225 VINEYARD LN	Demo 1800 sf - Case goods Storage bldg 2
B22-0317	7/12/2022	7/20/2022	8	444 RAINVILLE RD	840 sf Detached Garage
B22-0316	7/12/2022	7/20/2022	8	76 LAST CHANCE RD	1536 sf Pole Building w/Bathroom
B22-0290	7/5/2022	7/14/2022	9	1735 PRESTON RANCH RD	~ 34 kW Roof Mount Solar Array
B22-0296	7/6/2022	7/15/2022	9	337 VALLEY DR	1500 sf Shop
B22-0315	7/12/2022	7/22/2022	10	76 LAST CHANCE RD	700 sf Detached Garage
B22-0308	7/8/2022	7/20/2022	12	333 BALDWIN RD	Move existing 21' x 24' Shed to new location

B22-0307	7/8/2022	7/20/2022	12	739 WALLULA AVE	1st & 2nd Floor Interior Remodel
B22-0283	6/30/2022	7/13/2022	13	1909 J B GEORGE RD	22.1 kW Roof Mount Solar Array
B22-0270	6/24/2022	7/7/2022	13	2127 SCHOOL AVE	Interior remodel - Main Floor & Basement
B22-0271	6/24/2022	7/7/2022	13	370 MCNARY RIDGE RD	55 sf Kitchen Add'n, 100 sf Entry Add'n, Interior Remodel
B22-0264	6/23/2022	7/7/2022	14	116 QUAIL LN	Remodel existing bathroom & add new bathroom
B22-0286	6/24/2022	7/8/2022	14	293 HAIR RD	Demo 6 Structures - total sf 12,129
B22-0293	7/5/2022	7/20/2022	15	1547 E HWY 124	1800 sf Unheated Steel Shop
B22-0289	7/5/2022	7/20/2022	15	39 ROBIN RD	1705 sf Residence, 32 sf Covered P/P/D, 484 sf Garage
B22-0266	6/24/2022	7/13/2022	19	1056 S CAMPBELL RD	1080 sf Enclosed Pole Bldg
B22-0273	6/28/2022	7/20/2022	22	328 BYRNES RD	1500 sf Enclosed Pole Building
B22-0252	6/20/2022	7/13/2022	23	788 WALLULA AVE	1200 sf Enclosed Pole Bldg
B22-0269	6/24/2022	7/18/2022	24	1590 WALLULA AVE	2880 sf Enclosed Pole Building w/400 sf open Lean To
B22-0226	6/6/2022	7/7/2022	31	1442 WHITELEY RD	Grading for driveway, grub off vegetation, & grade 2 humps
B22-0231	6/7/2022	7/13/2022	36	8136 OLD HWY 12	Install Arched Entry Sign
B22-0224	6/6/2022	7/14/2022	38	258 GALLANT RD	4752 sf Enclosed Pole Building

New Applications

82 building and fire permit applications were submitted in the last month; 40 of the new applications have been approved.

****Note for next Month's reporting.** As discussed during the last Department Update. We have modified our Intake Review process and phased out the separate SCRN (screening) records in TRAKiT. There are still some open SCRN records that haven't been closed out, but any new application is entered differently. Since we're making this change mid-year, there are going to be some differences in our reporting related to permit processing times next month because we won't be accurately capturing only the amount of time an application was under review by the County; it may appear like applications are under review for longer, but that will be because of incomplete applications and time spent by the County waiting for the applicant to complete their submittals. Reporting will be something that improves when we complete our TRAKiT Update.

Applications Under Review

The following building/fire permits applications are currently under review. Some of these are undergoing first plan reviews, some of them are on second or later reviews. The Date Applied is the date we received the application.

78 building and fire permit applications not listed here are open but on hold pending information or action by the applicant.

Permit #	Date Applied	Address	Description	Permit Type
B22-0335	07/22/2022	1026 LOCHER RD	2649 sf Residence, 561 sf Cov P/P, 1113 sf Garage	1 FAM RESIDENCE
B22-0314	07/12/2022	1470 WALLULA AVE	Remodel Sanctuary area to Broadcasting Studio	COMM ADDITION REMODEL
B22-0320	07/13/2022	23 LILAC CT	3106 sf 2 Story Res, 375 sf Cov P/P, 442 sf Deck, 844 sf Gar	1 FAM RESIDENCE
B22-0348	07/26/2022	2369 ISLAND VIEW RD	15.0 kW Ground Mount Solar Array	SOLAR ARRAY
B22-0346	07/26/2022	246 S CAMPBELL RD	2725 sf Residence, 503 sf Cov P/P, 766 Garage	1 FAM RESIDENCE
B22-0291	07/05/2022	388 RUSSET RD	944 sf ADU w/352 sf Covered P/P/D	ACCESSORY DWELL UNIT
B22-0282	06/30/2022	4750 STATELINE RD	2780 sf Residence, 430 sf Covered Porch/Patio	1 FAM RESIDENCE
B22-0268	06/24/2022	4950 RUSSELL CREEK RD	3157 sf Residence, 680 sf Covered Porch, 844 sf Garage	1 FAM RESIDENCE
B22-0339	07/26/2022	5669 COTTONWOOD RD	Replace Siding, Sheathing, Remove/Reinstall existing window.	ADDITION REMODEL
B22-0301	07/07/2022	691 S GOSE ST	1200 sf Enclosed Pole Building	POLE BUILDING
B22-0327	07/19/2022	MILL CREEK RD	3467 sf Residence, 1066 sf Covered P/P/D, 912 sf Det. Garage	1 FAM RESIDENCE
B22-0305	07/08/2022	VINTNERS VISTA LN	Grading for Future Pole Building	GRADING

Software Upgrade – TRAKIT.NET to Central Square Com Dev (CS)

This month staff has participated in 10.5 hours of SSRS training (SQL Server Reporting Services) using Report Builder which will allow Staff to write and edit report templates that will be used for generating documents from receipts, to requests for project revisions, to certificates of occupancy. We are waiting for Central Square to schedule cashiering and Bluebeam integration training.

Kickoff meeting with Paymentus occurred on Paymentus is the payment processing platform Community Development will use as a replacement to Authorize.net to handle in-person and online payments.

Testing of our production environment has been paused due to Central Square's loss of the environment changes made by Staff in their last database migration of our system. Currently, Staff is unaware of when this issue will be addressed by Central Square and environment testing can resume.

In the last testing round Staff submitted 49 tickets of issues found/needed addressing in the pre-production environment, 22 of which have been Closed; Closed status means Central Square satisfactorily addressed the issue and we retested.

Technical Review Committee/Preapplication Meetings

Our new Planning Technician, Michael Maret, is scheduling/coordinating these meetings and preparing the notes.

July 6, 2022

1. PRE22-038: ADU Expansion at 1546 Last Chance Road.

July 13, 2022

1. PRE22-040: Blacksnake Ridge Road – roundtable regarding three parcels. Discussed potential boundary changes and residential development requirements.
2. PRE22-039: Tiger Cool Express – permitting requirements for leasing all or portions of intermodal facility at 627 Railex Road to third-party tenants.

July 27, 2022

1. PRE22-042: Gas Transmission Line maintenance and operation project.
2. PRE22-041: Plat or Boundary Line Adjustment for future H2A housing project on W. Highway 124.

Planning/Land Use Approvals and Decisions

The following planning applications were approved in July.

Project Number	Address	Applicant	Project Type	Date Complete	Date Approved
ADU22-005	794 COUNTY RD #448	LOZANO'S REMODEL LLC	ACCESSORY DWELL UNIT	04/01/2022	07/08/2022
BLA22-009	327 CALDWELL RD	TYLER, ERIC H & ALLA Z	BOUND LINE ADJUST	06/21/2022	07/20/2022
BSP22-001	SECOND AVE & FIFTH AVE	ANDERSON PERRY & ASSOCIATES	BINDING SITE PLAN	06/10/2022	07/22/2022
CAP21-030	1008 OASIS RD	FIELDING, J ALAN	CRITICAL AREAS	12/23/2021	07/20/2022
CAP22-009	MILL CREEK RD	JASON FILAN	CRITICAL AREAS	04/14/2022	07/27/2022
SEPA22-014	MILL CREEK RD	BOURGMONT VINEYARD HOLDINGS	SEPA	05/09/2022	07/22/2022
SUB21-015	1008 OASIS RD	FIELDING, J ALAN	SHORT SUBDIVISION	12/23/2021	07/20/2022
SUB22-004	MILL CREEK RD	JASON FILAN	SHORT SUBDIVISION	04/14/2022	07/27/2022

No Hearing Examiner docket was held in July; next meeting schedule for Thursday, August 18.

Code Enforcement

The following are large scale lengthy cases which have been closed this year. Each property has been brought into compliance with Walla Walla County Code. Most of these are located in Burbank and Wallula.

Case	Description	Address	Opened	Closed
C21-029	ADU w/o Permit	87 ELECTRIC AVE	05/10/2021	07/19/2022
C21-093	Building w/o Permit	3265 Pioneer Dr	11/30/2021	07/19/2022
C22-013	Illegal Business - Gym	1420 HAVSTAD DR	03/01/2022	07/19/2022
C22-028	Too Many Pigs	1581 RESER RD	06/07/2022	07/18/2022

C22-032	Illegal Burning	329 COUNTY RD #448	06/20/2022	07/13/2022
C22-033	Overgrown Vegetation	357 HARRISON RD	06/21/2022	07/20/2022
C22-034	Overgrown Pasture / Weeds	963 RESER RD	06/22/2022	07/25/2022
C22-035	Overgrown Vegetation	Parcel #360731500204	06/27/2022	07/18/2022
C22-036	Weeds	2330 DELL AVE	06/28/2022	07/18/2022

Miscellaneous

1. Met with City of Walla Walla and College Place staff and Washington State Department of Commerce on July 20 to discuss Growth Management Act (GMA) coordination. Specifically discussed possible Countywide Planning Policies (CPP) Update. Based on ongoing discussions with City staff and consultation with PA's Office, would like to propose Interlocal Agreement to cover this project. Additionally discussed annexations and Department of Commerce advised us on upcoming/new State regulations related to next Growth Management Act Mandatory Update.
2. Two planning consultants responded to Shoreline Master Program (SMP) RFQ/P.
3. Met with Environmental Health and Public Works staff for second meeting on July 6 to discuss permitting/reviews and application requirements. Focus was to collaborate with Environmental Health on coordinating reviews and site plan requirements. Michael Maret, our Planning Technician, is working on developing a new, combined checklist of site plan requirements that will work for both Environmental Health and Community Development permitting requirements.
4. Director and Planning Staff met with Technology Services (TS) and Assessor's Department on July 6 to discuss parcel and address inconsistencies and updates as a result of issues discovered by our staff during conversations with property owners and other citizens and property research. Assessor and TS staff provided us with information on their processes, which was helpful because we rely on address and parcel data to track properties and permitting. We provided them with property information that we had from our research, and I believe that they will be looking to fix discrepancies if they determine that there is adequate information.
5. Planning Commission met for Regular Meeting on July 6; all six members participated in the meeting which was hybrid in person/Webex. Workshops on two applications:
 - a. ZCA21-001, Yellowhawk Cellars, and
 - b. REZ22-001/CPA22-01, Landram Burbank Rural Rezone, Hanson Loop Road.
6. Next Planning Commission meeting is Wednesday, August 3, at 7 PM. This will be hybrid-hosted. Agenda will include two public hearings for same two applications discussed at July 6 meeting, one is a Final Docket Public Hearing, the other is a Preliminary Docket Public Hearing.
7. Conducted orientation for newly appointed Planning Commissioner, Jessica Morlan, on July 26 to bring her up to speed in preparation for August 3 Planning Commission meeting.
8. Attended Port of Walla Walla Economic Development Informational Meeting (EDIM) on July 26.

Citizen Complaints and Reports/Inquiries

The following complaints and inquiries were logged in CRM TRAK (Citizen Response Module) in the last month. Most of these were inquiries fielded by our planning staff and the rest were code violation reports directed to our Code Compliance Officer for investigation.

Issue	Title	Status	Nature/Type	Category	Issue Address	Created Date
CRM22-000186	BUILDING CONSTRUCT ACTIVITY @ 1413 S WILBUR AVE	Report Received	BUILDING CONSTRUCT ACTIVITY	Building	1413 S WILBUR AVE	6/30/2022
INQ22-000188	Patterson Cellars Harvest Host RV camping	Responded	CITIZEN INQUIRY	Planning	1564 WHITELEY RD	7/6/2022
INQ22-000189	Potential new winery	Responded	CITIZEN INQUIRY	Planning	106 MOONLIGHT DR	7/7/2022
CRM22-000190	Overgrown Vegetation	Duplicate Complaint	WEEDS	Building	828 RESER RD	7/11/2022
INQ22-000191	Possible short plat/farm centered cluster	Responded	CITIZEN INQUIRY	Planning	8810 FROG HOLLOW RD	7/11/2022
INQ22-000192	Restoration-Bank Rehab	Under Investigation	CITIZEN INQUIRY	Planning	2194 SOUTH FORK COPPEI RD	7/11/2022
CRM22-000193	Is Yellowhawk operating within Basel Cellars CUPs?	Under Investigation	OTHER	Building	2901 OLD MILTON HWY	7/11/2022
INQ22-000194	Wash out on Cottonwood Creek	Report Received	CITIZEN INQUIRY	Planning	835 W LANGDON RD	7/11/2022
CRM22-000195	Noise at Kinhaven	Case Closed	OTHER	Building	1050 MERLOT DR	7/13/2022
CRM22-000196	STREAMS/CRITICAL AREAS ISSUES @ 3554 POWER LINE RD	Under Investigation	STREAMS/CRITICAL AREAS ISSUES	Planning	3554 POWER LINE RD	7/14/2022
CRM22-000197	RV Living	Complaint Verified	LIVING IN A RV	General	88 NW DAVIS AVE	7/14/2022
CRM22-000198	RV Living	Complaint Verified	LIVING IN A RV	General	274 YORK ST	7/14/2022
CRM22-000199	Weeds	Complaint Verified	WEEDS	Nuisance	958 ELECTRIC AVE	7/14/2022
INQ22-000200	Future critical areas permit application	Responded	CITIZEN INQUIRY	Planning	814 BISCUIT RIDGE RD	7/15/2022
CRM22-000201	VEHICLES ON PRIVATE PROPERTY @ 196 APPLE LN	Duplicate Complaint	VEHICLES ON PRIVATE PROPERTY	General	196 APPLE LN	7/16/2022
CRM22-000202	Weeds	Complaint Verified	WEEDS	Nuisance	700 MCBETH RD	7/18/2022
CRM22-000203	OTHER @ 1603 Edmond St. and 1604 Edmond St.	Report Received	OTHER	Building	1603 Edmond St. and 1604 Edmond St.	7/20/2022
CRM22-000204	OTHER @ 1603 Edmond St. and 1604 Edmond St.	Duplicate Complaint	OTHER	Building	1603 Edmond St. and 1604 Edmond St.	7/20/2022
INQ22-000205	HOME OCC BREWERY?	Case Closed	CITIZEN INQUIRY	Planning	155 NE ROSE ST	7/20/2022

CRM22-000206	Illegal Business	Complaint Verified	ILLEGAL BUSINESS	Planning	389 E MAPLE ST	7/20/2022
CRM22-000207	Building w/o Permit	Complaint Verified	BUILDING CONSTRUCT ACTIVITY	Building		7/20/2022
INQ22-000208	CITIZEN INQUIRY @ 499 W LANGDON RD	Under Investigation	CITIZEN INQUIRY	Planning	499 W LANGDON RD	7/21/2022
CRM22-000209	ILLEGAL BUSINESS @ 3031 ISAACS AVE	Complaint Unsubstantiated	ILLEGAL BUSINESS	General	3031 ISAACS AVE	7/21/2022
INQ22-000210	Washington Forest Practices Rules - Selling 1 acre of timber	Under Investigation	CITIZEN INQUIRY	Planning	8898 LEWIS PEAK RD	7/22/2022
INQ22-000211	Future Rezone - Long Plat	Responded	CITIZEN INQUIRY	Planning	177 GLAD RD	7/22/2022
CRM22-000212	MH permitted as Medical Hardship = hardship people are deceased	Report Received	OTHER	Building	153 BISCUIT RIDGE RD	7/26/2022
INQ22-000213	Air Quality Simplot Feeders	Report Received	ODOR	Building	13981 Dodd Road	7/27/2022

11:00 TECHNOLOGY SERVICES DEPARTMENT

Chad Goodhue

a) Department update and miscellaneous



WALLA WALLA COUNTY
Technology Services Department

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 102 - Walla Walla, Washington 99362
(509) 524-2590
egoodhue@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

August 1st, 2022

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

Re: **Technology Services Update**

Issues/Information for the Board.

- List of current projects and activities:

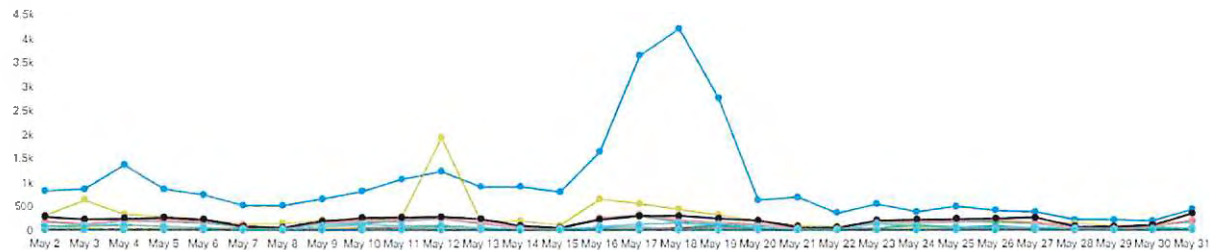
<ul style="list-style-type: none">▪ Copiers –▪ There are 6 copiers left to be delivered: TS, Superior Court 1, JJC Detention, Child Advocates, HR and the County Clerk
<ul style="list-style-type: none">▪ Campus –▪ WWE is finalizing the last single mode connection between the CH and the Annex
<ul style="list-style-type: none">▪ ESRI Conference –▪ Kendall and I attended the ESRI conference in San Deigo. The conference was packed with 5 days of data science and orthography classes, symposiums and best practice case studies. Of all the courses that we attended “Dashboards” and EMD courses were the most impactful.
<ul style="list-style-type: none">▪ Courthouse –▪ Data Center UPS and HVAC start will happen on the 3rd and 4th of August▪ Testing will begin of the new network gear and server equipment in the new data center with an estimated cutover to the new facilities and gear in mid-September
<ul style="list-style-type: none">▪ Community Health Department –▪ Working with Nancy to bring in an outside consultant to help with Policy and Procedures specifically to CHD
<ul style="list-style-type: none">▪ County Requests – Physical Security▪ After several walk thrus with multiple vendors and looking at the County landscape for physical security the “team” believes that we have found a right sized solution and will be asking for a workshop to share with the BOCC in the coming weeks.
<ul style="list-style-type: none">▪ County Fairgrounds▪ Working with the fair team to make sure they have all of their printing and computing needs as addressed as possible before the fair begins
<ul style="list-style-type: none">▪ Budget/Inventory▪ TS is in the process of physically verifying hardware assets

- **End Point Security**
 - The new EPP has been pushed out to all machines and we are getting good telemetry from the software
-
- **FMS Replacement**
 - The committee has met and identified what we want to see
 - I have made contact with Tyler and the Munis team, now called Enterprise ERP and we will be looking at a late August time frame for our first demo.
 - **Enterprise ERP is only offered as a SaaS solution at this point**

Current

Threat Detection Summary

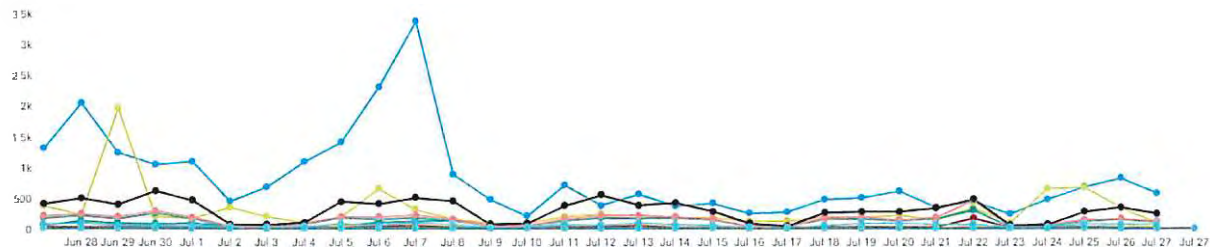
All Categories: 30.7k Reputation Filtering, 9270 Spam Detection, 8708 Email Spoofing, 5799 Scam and Phishing Attempts, 1966 Attachment and Malware Detection



Components (Main infrastructure) Security –

Threat Detection Summary

All Categories: 27.2k Reputation Filtering, 9732 Spam Detection, 9244 Email Spoofing, 9306 Scam and Phishing Attempts, 1605 Attachment and Malware Detection

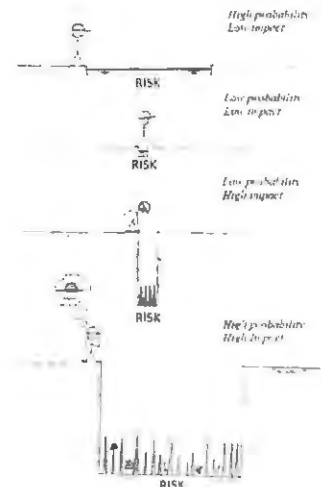


- Phishing and County awareness

Hardware

Other Projects

- OnBase
- Contracts
- **Inventory** – TS will have another surplus list to bring before the BOCC before the next TS update



Next Request Portal Information

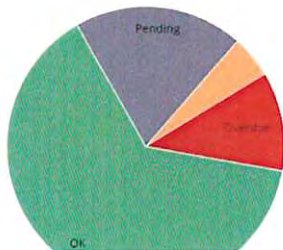
YTD 2022= 566 (last year we did not capture all SO requests, we do now)

LYTD 2021= 171

Current

ADMIN DASHBOARD

 Current



Jun 29, 2022 - Jul 27, 2022

☒ Closed



1430

CLOSED REQUESTS



13.7

Avg BUSINESS DAYS TO CLOSE



6060

DOCUMENTS DOWNLOADED



77

NEW



77

CLOSED



18

AVERAGE DAYS TO CLOSE



5

AVERAGE DAYS TO CLOSE

Select a time period

- GIS data, SO requests are up (65), Community Development is seeing an uptick, Auditor's elections (more than ever regarding ballot processing etc.)

Definitions

ESG – Email Security Gateway

DMS – Document Management System (OnBase)

OCIO = Office of the Chief Information Officer

DAN - Disposition Authority Numbers (Secretary of State retention schedule)

JLARC=Joint Legislative Audit and Review Committee

ACCIS =Association of County, City Information Systems (managers)

API = Application Program Interface

CJIS = Criminal Justice System Information Systems

PRO=Public Records Officer

NDA=Non-disclosure agreement

EOL=End of Life

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

ADA=Americans with Disabilities Act

DOMAIN = A group of computers administered or managed with the same rules and policies and with a common IP range.

IP address = Internet protocol address. A unique string of numbers assigned to each computer to allow communications over network or domain.

11:15 FACILITIES MAINTENANCE

Robert Henry

- b)** Department update and miscellaneous

Walla Walla County Facilities Department

310 W Poplar St, Walla Walla, WA 99362

Update August 1st, 2022

Maintenance:

-Maintenance and grounds teams are continuing to work on the irrigation sprinklers at the courthouse and other county buildings.

Custodial

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

Grounds

-Grounds team is working to get the sprinkler system up and running

-Trimming of grass, bushes and trees is continuing with extra care taken for working in the extreme heat.

Facilities:

-Most of the load transfers for the electric room are complete. We are waiting on an additional breaker for 1 rooftop HVAC unit.

-Old Jail DEMO work is continuing. Structural engineering has reviewed some of the brickwork exposed during the demolition process and will be making recommendations this week for any needed changes.

-Server room renovation is nearing completion. HVAC has been installed. Electrical work is nearing completion, and all equipment is in place.

11:30 COUNTY SHERIFF

Mark Crider

a) Action Agenda Items:

- 1) Proposal 2022 08-01 SO Approval to allow offices/departments to apply for grant applications without Commissioner approval when no matching funds are required

b) Office update and miscellaneous



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
Burbank Dispatch	(509) 545 - 8441
Toll Free	(866) 527 - 3268
Email:	sheriff@co.walla-walla.wa.us

Mark A. Crider
Sheriff

Joe Klundt	<i>Undersheriff</i>
Richard Schram	<i>Chief Criminal Deputy</i>
Ron Varner	<i>Chief Civil Deputy</i>

Date: June 23, 2022

Proposal ID. 2022 08-01 SO

To: BOCC

From: Ron Varner, Chief Civil Deputy, Sheriff's Office

Intent — Decision

Topic — Approval to allow applications for grants when no matching funds are required without BOCC approval

Summary

Currently, under county procedures, it is necessary for any department or agency within the county to obtain permission from the Board of County Commissioners prior to applying for any grant. Sometimes the opportunity for a grant comes up quickly or isn't discovered until nearing the expiration for application.

It is understandable that the Commissioners would want to know and approve applying for any grant that will substantially impact the county funds, such as the requirement for matching money. Many grants, however, do not require matching funds and are simply a grant of funds for specific use. In those situations, we feel that it would be advantageous to allow departments and agencies to apply without prior approval. Some grants are competitive on a first come, first serve basis. One recently was gone prior to even being able to write up the request for approval.

Funding

No funding required for this resolution.

Alternatives Considered NA

Acquisition Method NA

Access NA

Updates from WW Sheriff Office for August 1, 2022 BOCC Meeting:

- 2 graduated from CJTC in Burien on Thursday July 28th. (Tim Williams and Josh Parris) Attending from WWSO will be Sheriff Crider, Chief Schram and myself as well as Detective Greco, Sgt's Duehn and Gifford.
- 3 currently in BLEA in Spokane starting week 4 today (August 1) with graduation on November 15th.
- Lance Britton received his 5 year pin from Sheriff Crider on July 27th. (5 years at the WWSO)

11:45 COUNTY COMMISSIONERS

- a) Discussion/possible action re: seeking "For" and "Against" committee members as provided for in RCW 29A.32.280 to draft statements for ballot Proposition No. 1 authorized by resolution 22-171 of the Walla Walla County Board of Commissioners. This proposition relates to spending funds raised by the existing Juvenile Detention Sales and Use Tax of one-tenth of one percent for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of juvenile detention facilities and jails, and for joint ventures to colocate juvenile detention facilities and to colocate jails, as authorized by RCW 82.14.350. Members of the public interested in participating in either committee are encouraged to attend the meeting either virtually or in-person.

12:00 RECESS

a) **Public Hearing:**

- 1) To consider the Six Year Transportation Improvement Program for Walla Walla County

b) **Action Agenda Items:**

- 1) Resolution – Adopting the Six Year Transportation Improvement Program for Walla Walla County

c) **Consent Agenda Items:**

- 1) Resolution – Signing a Local Agency A&E Professional Services Agreement for Design Engineering Services for Bridge Guardrail Safety Improvements
- 2) Resolution – Initiating a County Road Project designated as CRP 22-03, Wallula Bridge on Wallula Avenue, MP 0.00 to MP 0.20
- 3) Resolution – Initiating a County Road Project designated as CRP 22-04, Five Mile Bridge on Five Mile Road, MP 2.48 to MP 2.82
- 4) Resolution – Initiating a County Road Project designated as CRP 22-05, Deck Repair – Hart Bridge and Gose Street Bridge

d) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING THE
SIX-YEAR TRANSPORTATION
IMPROVEMENT PROGRAM FOR
WALLA WALLA COUNTY

RESOLUTION NO. **22**

WHEREAS, RCW 36.81.121 requires the legislative authority of each County, after one or more public hearings thereon, to prepare and adopt a comprehensive transportation improvement program (TIP) for the ensuing six calendar years; and

WHEREAS, in compliance with said law, a Six-Year Transportation Improvement Program has been prepared for the years 2023 to 2028; and

WHEREAS, this Board of County Commissioners has access to the Engineer's report on deficient Bridges and Priority Array; and

WHEREAS, a public hearing was held at 1:30 P.M. on August 1, 2022 to take comments and consider adopting the Six-Year Transportation Improvement Program; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the attached Six-Year Transportation Improvement Program for the years 2023 to 2028 be adopted.

BE IT FURTHER RESOLVED that the Board, in adopting the current Transportation Improvement Program, requests the Director of the County Community Development Department to insert the current TIP into the Walla Walla County Comprehensive Plan.

*Passed this 1st day of **August, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Diane Harris, Clerk of the Board

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*

PRIORITY ARRAY
2023-2028

PROPOSED TRANSPORTATION IMPROVEMENT PROJECTS	CLASS	TOTAL POINTS	SAFETY POINTS		MAINTENANCE		LEVEL OF SERVICE		AGE AND SERVICEABILITY		LEGAL REQUIREMENTS	COMPETITIVITY
			BASED ON SAFETY ABILITY	POINTS	ISSUE	POINTS	ADT	POINTS	REASON			
NEW PROJECT					Ambling, resurfacing issues = 5 pts Single, resurfacing issue = 3 pts Less severe concerns = 1 pt		ADT = 2000+ 5 pts ADT 500 to 2000 = 3 pts ADT = 500+ 1 pt		SD, Pavement Rating = 50-15 pts FD, Pavement Rating \$124+ 5 pts Pavement Rating 75-50, Other Issues = 2 pts	Adverse Condition = 10 pts Adverse Condition but needs Improvement = 5 pts	Up to 5 pts for projects that priority projects achieved the scored the	
PROJECT DESCRIPTION												
MOLKINIER ROAD MP 0.14 TO MP 1.587	07/16	70	60			3	1465		2	PAVEMENT RATING	5	
HARVEY SHAW ROAD MP 2.0 TO MP 3.35	07	60	50			3	747		2	PAVEMENT RATING	5	
MISSION ROAD MP 0.0 TO MP 1.51	08	58	55			3	503					
FISHHOOK PARK MP 1.4 TO MP 2.92	7	58	50			5	2034					3
WALLULA AVENUE MP 0.20 TO MP 1.84	16	58	55			3	1973					
WALLULA AVENUE MP 0.00 TO MP 0.20 WALLULA BRIDGE	07	58	30		BRIDGE	3	948		15	SD BRIDGE		5
L. HOGGETT ROAD, SUBSTATION BR. MP 0.0 TO MP 0.25	08	56	35			1	164		15	SD BRIDGE	5	
MIDDLE WAITSBURG ROAD MP 11.65 TO MP 13.0	08	56	55			1	208					
MIDDLE WAITSBURG ROAD MP 3.19 TO MP 4.80	08	56	55			1	398					
SCENIC LOOP ROAD MP 2.0 TO MP 4.17	08	56	50		GRAVEL	1	62					
LEWIS PEAK ROAD MP 0 TO MP 9.24	08	56	50		GRAVEL	1	162					
HARVEY SHAW ROAD MP 5.43 TO MP 8.05 (widening)	07	55	50			3	630		2	PAVEMENT RATING		
STATELINE ROAD, PINE CREEK NO. 2 BR. MP 2.1 TO MP 2.63	07	54	30		TIMBER CLIMB/RAIL REPAIR	3	545		15	SD BRIDGE		3
STOVALL ROAD MP 0.9 TO MP 2.0	09	53	50			1	224		2	PAVEMENT RATING		
BRET ROAD MP 0.71 TO MP 1.41	08	53	50			1	321		2	PAVEMENT RATING		
MCKAY ALTO ROAD MP 0.0 TO MP 1.28	07	53	50			3	805					
RISER ROAD MP 3.29 TO MP 5.39	08	53	50			1	140		2	PAVEMENT RATING		
LYONS FERRY ROAD MP 14.2 TO MP 14.6	07	51	30			1	254		15	SD BRIDGE		5
SOUTH FORK COPPEL MP 0.06 TO MP 0.25 GANGUET BRIDGE	09	51	25			1	52		15	SD BRIDGE	5	5
MIDDLE WAITSBURG ROAD MP 14.4 TO MP 16.14	08	51	50			1	208					
HARVEYSHAW ROAD MP 0.3 TO MP 2.0	07	50	45			3	747		2	PAVEMENT RATING		
MCDONALD ROAD MP 0.0 TO MP 1.3	09	48	40		GRAVEL	3	710					
SCHOOL AVENUE MP 0.0 TO MP 1.11	16	48	45			3	1366					
PLAZA WAY MP 0.0 TO MP 0.32	06/16	47	40			5	3354		2	PAVEMENT RATING		
RISER ROAD MP 0.97 TO MP 1.23	08	47	40			5	2327		2	PAVEMENT RATING		
MUD CREEK MP 3.0 TO MP 3.5	09	46	40		GRAVEL	1	138					
TOUCHET NORTH ROAD MP 5.03 TO MP 6.0	07	46	45			1	132					
LOWER DRT CREEK ROAD MP 0.67 TO MP 2.50	07	46	45			1	173					
LUCENBELL ROAD, MARBACH CORNER BR. MP 1.8 TO MP 2.2	08	46	35		TIMBER BRIDGE REPAIRS	1	83		5	FO BRIDGE		
LOWER WAITSBURG ROAD MP 11.40 TO MP 12.4	07	46	45			1	281					
LOWER WAITSBURG ROAD MP 13.50 TO MP 14.78	07	46	45			1	281					
MILL CREEK ROAD MP 10.26 TO MP 10.51 HOOSKINSIE BRIDGE	07	46	25			1	370		15	SD BRIDGE		5
LAST CHANCE MP 1.0 TO MP 1.5	07	45	40			3	554		2	PAVEMENT RATING		
CAN RICE ROAD MP 6.4 TO MP 6.8	09	43	35		GRAVEL	3	526					
RISER ROAD MP 0.49 TO MP 0.97 (farm to Wilbur)	16	42	35			5	2327		2	PAVEMENT RATING		
HUMONIST ROAD E. AT SLOUGH MP 2.2 TO MP 2.78	08	41	40			1	203					
LAKE ROAD MP 0.1 TO MP 1.0	08	41	35			3	1136					3
LOVERS LANE MP 0.0 TO MP 1.25	08	41	35		GRAVEL	1	60					
SHEPHERD ROAD MP 7.3 TO MP 9.4	07	41	40			1	376					
RUSSELL CREEK ROAD MP 2.9 TO MP 3.5	07	41	40			1	266					
PEPPERBIDGE ROAD MP 1.67 TO MP 2.28	17	40	35			3	747		2	PAVEMENT RATING		
ELECTRIC AVE MP 0.00 TO MP 1.07	19	38	35			3	560					
DESPRING ROAD MP 0.0 TO MP 0.75	19	38	35			1	418		2	PAVEMENT RATING		
RUSSELL CREEK ROAD MP 0.0 TO MP 0.86	07/16	38	35			1	370		2	PAVEMENT RATING		
EURBEKA NORTH ROAD MP 2.8 TO MP 3.6	07	38	35			1	303					
LOWER WHETSTONE ROAD MP 0.0 TO MP 2.2	08	36	30		GRAVEL	1	158					
SPRING VALLEY ROAD MP 6.6 TO MP 6.73	09	36	30		GRAVEL	1	57					
SCENIC LOOP ROAD MP 1.47 TO MP 2.0	08	36	35			1	62					
SPRING CREEK ROAD MP 3.85 TO MP 4.3	8	36	35			1	74					

PRIORITY ARRAY
2023-2028

NEW PROJECT	PROPOSED TRANSPORTATION IMPROVEMENT PROJECTS	CLASS	TOTAL POINTS	SAFETY POINTS		MAINTENANCE		LEVEL OF SERVICE		AGE AND SERVICEABILITY		LEGAL REQUIREMENTS	COMPLETITI
				BASED ON SAFETY ARRAY	POINTS	ISSUE	POINTS	ADT	ADT	POINTS	RELXCON		

WALLA WALLA COUNTY
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
2023-2028

\$ = 1,000

Date of Approval
F F

PROJECT NAME	FUNCT CLASS	FUNDING SOURCE	TOTAL COST	2023 LOCAL FUNDS	2023 OTHER FUNDS	2023 TOTAL FUNDS	2024 LOCAL FUNDS	2024 OTHER FUNDS	2024 TOTAL FUNDS	2025 LOCAL FUNDS	2025 OTHER FUNDS	2025 TOTAL FUNDS	2026 LOCAL FUNDS	2026 OTHER FUNDS	2026 TOTAL FUNDS	2027 LOCAL FUNDS	2027 OTHER FUNDS	2027 TOTAL FUNDS	2028 LOCAL FUNDS	2028 OTHER FUNDS	2028 TOTAL FUNDS
IDE FUNDED PROJECTS																					
2023	07	STPR	1,780	830	950	1,780															
	16	STPR/SHIP	733	115	620	733															
	09	CON RET/CON ROAD MP 5.2 TO MP 5.8	7,131	1,426	5,705	7,131															
	06	TO MP 1.80	210	27	183	210															
NETT IMPROVEMENTS																					
2024	07/16	HSIP	380		380	380															
	07	RAP	2,460	6	64	60	250	2,150	2,400												
	07	FEMA	6,100	11	209	220	294	5,986	5,800												
	07	STPR		10	60	70	245	927	1,172												
2025																					
2025	07	FLAP	2,280	14	86	100	14	86	100	280	1,800	2,080									
	07	STPR	910	7	43	50	7	43	50		810	810									
	07	STPR																			
	07	STPR																			
2026																					
2026	07	RAP	2,890	6	54	60	28	12	40	20	20	40	290	2,450	2,750						
	07	STPR	5,052	30	170	200	30	170	200	30	170	200		4,452	4,452						
	07	STPR	4,825	30	170	200	30	170	200	20	130	150		4,075	4,075						
	07	STPR																			
2027																					
2027			34,533	2,512	8,664	11,176	836	9,144	10,042	350	2,930	3,280	290	10,987	11,277						
2028																					
2028																					
IDE FUNDED PROJECTS																					
2024																					
2024	08	COUNTY	975	75		75	900		900												
				75		75	900		900												
2025																					
2025	07/16		3,800				300		300	3,500		3,500									
	07	MP 2.0 TO MP 1.587	2,000				300		300	1,700		1,700									
	08	TO MP 1.51	3,100				300		300	2,800		2,800									
	07	4 TO MP 2.92	3,100				300		300	2,800		2,800									
2026	16	0.20 TO MP 1.84	4,500				300		300	3,900		3,900									
	08	STATION BR. MP 0.0 TO MP 0.25	600				100		100	500		500									
	08	LOAD MP 11.65 TO MP 13.0	2,800				300		300	2,500		2,500									
	08	ROAD MP 3.18 TO MP 4.80	2,100				300		300	1,800		1,800									
2027	08	P 2.0 TO MP 4.17	2,900				300		300	2,400		2,400									
	08	0 TO MP 9.24	10,300				300		300	10,000		10,000									
	07	MP 5.43 TO MP 8.05	3,200				300		300	2,900		2,900									
	07	CREEK NO. 2 BR. MP 2.1 TO MP 2.63	1,200				200		200	1,000		1,000									
2028	09	TO MP 2.0	1,800				300		300	1,500		1,500									
	08	MP 1.41	1,500				300		300	1,300		1,300									
	07	0.0 TO MP 1.28	1,700				300		300	1,400		1,400									
	08	TO MP 5.19	2,400				300		300	2,100		2,100									
2029	07	P 14.2 TO MP 14.8	1,000				200		200	800		800									
IDE PROJECTS (THIS PAGE)			47,800				4,900		4,900	42,300		42,300									
SHEET TOTAL			83,308	2,587	8,664	11,251	6,638	9,144	15,842	43,258	2,930	46,180	290	10,987	11,277						

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SIGNING A
LOCAL AGENCY A&E
PROFESSIONAL SERVICES
AGREEMENT FOR DESIGN
ENGINEERING SERVICES FOR
BRIDGE GUARDRAIL SAFETY
IMPROVEMENTS

}

RESOLUTION NO. **22**

WHEREAS, the Public Works Department does not have the personnel available to provide design engineering for Bridge Guardrail Safety Improvements; and

WHEREAS, Anderson Perry & Associates Inc. was selected to provide design engineering services for said project; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that they do hereby enter into said Local Agency A&E Professional Services Agreement with Anderson Perry & Associates Inc. for design services and the Chair of the Board shall sign same in the name of the Board.

*Passed this 1st day of **August, 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*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INITIATING A
COUNTY ROAD PROJECT
DESIGNATED AS CRP 22-03,
WALLULA BRIDGE ON WALLULA
AVENUE , MP 0.00 – MP 0.20

RESOLUTION NO. 22

WHEREAS, Wallula Bridge, located on Wallula Avenue over Mill Creek, is a 78 foot total span concrete structurally deficient bridge with a sufficiency rating of 38.94; and

WHEREAS, Wallula Bridge was selected to receive federal funding through the Local Bridge Program; and

WHEREAS, Wallula Bridge on Wallula Avenue will be replaced and is listed on the Six Year Transportation Plan; now therefore

BE IT HEREBY RESOLVED that Wallula Bridge on Wallula Avenue, MP 0.00 to MP 0.20, Road Log No. 92440, located in Section 28, Township 7N, Range 35E, be improved as follows:

Replace the existing concrete structure with a single span, prestressed girder bridge with a 32 foot wide driving surface.

This project is declared to be a public necessity and the County Engineer is hereby authorized to proceed with the improvement for Wallula Bridge on Wallula Avenue. The County, acting in the public interest will use its right of eminent domain to acquire property, if necessary, in conformity with the laws of the State of Washington.

IT IS FURTHER RESOLVED that appropriation from the officially adopted road fund budget and based on the County Engineer's estimate be made in the amounts and for the purpose shown:

Funds	Project Funds	Federal Aid Funds	County Road Funds
Preliminary Engineering	\$710,000	\$625,000	\$85,000
Right of Way	\$142,000	\$125,000	\$17,000
Construction	\$4,075,000	\$4,075,000	\$0
Total	\$4,927,000	\$4,825,000	\$102,000

☐ This project is included in the officially adopted annual road program as Item No. ☐

☒ This project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

Passed this 1st day of **August, 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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INITIATING A
COUNTY ROAD PROJECT
DESIGNATED AS CRP 22-04, FIVE
MILE BRIDGE ON FIVE MILE ROAD ,
MP 2.48 – MP 2.82

RESOLUTION NO. **22**

WHEREAS, Five Mile Bridge, located on Five Mile Road over Mill Creek, is a 120 foot total span concrete structurally deficient bridge with a sufficiency rating of 69.57; and

WHEREAS, Five Mile Bridge was selected to receive federal funding through the Local Bridge Program; and

BE IT HEREBY RESOLVED that Five Mile Bridge on Five Mile Road, MP 2.42 to MP 2.82, Road Log No. 97150, located in Section 18, Township 7N, Range 37E, be improved as follows:

Replace the existing concrete structure with a single span, prestressed girder bridge with a 32 foot wide driving surface.

This project is declared to be a public necessity and the County Engineer is hereby authorized to proceed with the improvement for Five Mile Bridge on Five Mile Road. The County, acting in the public interest will use its right of eminent domain to acquire property, if necessary, in conformity with the laws of the State of Washington.

IT IS FURTHER RESOLVED that appropriation from the officially adopted road fund budget and based on the County Engineer's estimate be made in the amounts and for the purpose shown:

Funds	Project Funds	Federal Aid Funds	County Road Funds
Preliminary Engineering	\$766,000	\$675,000	\$91,000
Right of Way	\$142,000	\$125,000	\$17,000
Construction	\$4,452,000	\$4,452,000	\$0
Total	\$5,360,000	\$5,252,000	\$108,000

[] This project is included in the officially adopted annual road program as Item No. []

[X] This project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

Passed this 1st day of **August, 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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INITIATING A
COUNTY ROAD PROJECT
DESIGNATED AS CRP 22-05, DECK
REPAIR – HART BRIDGE AND GOSE
STREET BRIDGE

RESOLUTION NO. **22**

WHEREAS, the Deck Repair - Hart Bridge and Gose Street Bridge project was submitted for funding in the 2022 Local Bridge Program; and

WHEREAS, this Deck Repair – Hart Bridge and Gose Street Bridge project was selected to receive federal Local Bridge Program funds; and

BE IT HEREBY RESOLVED that two bridges will be improved as follows:

Repair deck by modified concrete overlay.

This project is declared to be a public necessity and the County Engineer is hereby authorized to proceed with the improvement for Deck Repair - Hart Bridge and Gose Street Bridge. The County, acting in the public interest will use its right of eminent domain to acquire property, if necessary, in conformity with the laws of the State of Washington.

IT IS FURTHER RESOLVED that appropriation from the officially adopted road fund budget and based on the County Engineer's estimate be made in the amounts and for the purpose shown:

Funds	Project Funds	Federal Aid Funds	County Road Funds
Preliminary Engineering	\$113,500	\$100,000	\$13,500
Construction	\$810,900	\$810,900	\$0
Total	\$924,400	\$910,900	\$13,500

[] This project is included in the officially adopted annual road program as Item No. []

[X] This project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130.

Passed this 1st day of **August, 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 Public Works
990 Navion Lane
Walla Walla, WA 99362



To: Board of County Commissioners

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

Date: 27 July 2022

Re: Director's Report for the Week of 25 July 2022

Board Action: 1 August 2022

Hearings:

In the Matter of a Hearing to Consider the Six-Year Transportation Improvement Program for Walla Walla County

Consent Agenda Items:

In the Matter of Adopting the Six-Year Transportation Improvement Program for Walla Walla County

In the Matter of Signing a Consultant Agreement for Bridge Guardrail Safety Improvements

In the Matter of Initiating a County Road Project Designated as CRP 22-03, Wallula Bridge on Wallula Avenue, MP 0.00 to MP 0.20

In the Matter of Initiating a County Road Project Designated as CRP 22-04, Five Mile Bridge on Five Mile Road, MP 2.48 to MP 2.82

In the Matter of Initiating a County Road Project Designated as CRP 22-05, Deck Repair – Hart Bridge and Gose Street Bridge

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: Contractor is working on earthwork.
- Wallula/Gose Street: Finalizing plan set and specifications. Working on final right of way acquisition and certification.
- Seven Mile Bridge: Preparing rip rap repair project.
- Dell Sharpe Bridge: Working on environmental permitting.

MAINTENANCE/FLEET MANAGEMENT:

- North Crew – Grading roads, cleaning ditches, and installing a culvert on Tracy Road.
- South Crew – Finished Russell Creek Road repairs, grading gravel roads and scrubbing Area Seven for Chip Seal next year.
- Vegetation & Signs – Sign maintenance, brush clean up and finishing paint striping recently chip sealed roads.
- Garage – Routine services and repairs.

ADMINISTRATION:

- Conducted our weekly Road Operations, Engineering and Staff Meetings.
- Attended this month's Economic Development Informational Meeting (EDIM) hosted by the Port of Walla Walla.
- Working on our 2023 Department Budget.

a) Action Agenda Items:

- 1) Resolution – Interlocal Agreement between Office of Superintendent of Public Instruction and Walla Walla County Department of Community Health (Agreement No. 20220710)
- 2) Proposal 2022 08-01 DCH Approval to hire for Temporary Environmental Health Position

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INTERLOCAL
AGREEMENT BETWEEN OFFICE
OF SUPERINTENDENT OF
PUBLIC INSTRUCTION AND
WALLA WALLA COUNTY
DEPARTMENT OF COMMUNITY
HEALTH (AGREEMENT NO.
20220710)

}

RESOLUTION NO. **22**

WHEREAS, the Office of Superintendent of Public Instruction has proposed an agreement with Walla Walla County for the health and sanitation evaluations of vendors providing U.S. Department of Agriculture (USDA) Summer Food Service Program; and

WHEREAS, the agreement benefits the citizens of Walla Walla County; and

WHEREAS, the County Prosecuting Attorney and Risk Manager have also reviewed same; now therefore

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

Passed this 1st day of August, 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*



MEMO

Date: July 22, 2022

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent – Gain BOCC approval to Sign Contract with Office of Superintendent of Public Instruction

Topic – Summer Food Program Inspections

Summary

The Walla Walla Department of Community Health (DCH) provides food safety inspections for the summer food program offered by the Office of Superintendent of Public Instruction.

Cost

.....

Funding

Washington Office of Superintendent of Public Instruction Fee-For-Service Contract

Alternatives Considered

....

Acquisition Method

...

Security

N/A

Access

N/A

Risk

The Summer Food Service Program (SFSP) sponsors are required to notify local health jurisdictions of all site locations, meal types, and mealtimes. Federal regulation 7 CFR 225.5(f) gives the Child Nutrition Services authority to reimburse local health departments for health inspections and it would be in our community and agency best interest for food safety inspections to be completed.

Benefits

Free summer food program for community with reduced risk of foodborne illness.

Conclusion/Recommendation

Recommend the BOCC sign the Interlocal Agreement No. 20220710 with the Office of Superintendent of Public Instruction.

Submitted By

Nancy Wenzel, Administrative Director

Disposition

☐ Approved

Name Department Date

☐ Approved with modifications

☐ Needs follow up information

Name Department Date

☐ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

**INTERLOCAL AGREEMENT
Agreement No. 20220710**

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
600 Washington St. SE, PO Box 47200
Olympia, WA 98504-7200

And

**WALLA WALLA COUNTY
DBA WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH**
P.O.BOX 1753 / 314 W. Main Street
Walla Walla, WA 99362

Federal Identification #91-6001381
UBI# 363-006-535

THIS AGREEMENT is made and entered into by and between the Walla Walla County Department of Community Health, hereinafter referred to as "Health District," and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI."

PURPOSE OF THIS AGREEMENT

This Agreement is necessary for the successful implementation and operation of health and sanitation evaluations of food service management companies (vendors), sponsor food preparation facilities, and feeding sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 2022 as required by 7 CFR Part 225 as a condition to the allocation and expenditure of USDA SFSP funding.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The Walla Walla County Department of Community Health, shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

This Agreement is necessary for the successful implementation and operation of health and sanitation evaluations of food service management companies (vendors), sponsor food preparation facilities, and feeding sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 2022 as required by 7 CFR Part 225 as a condition to the allocation and expenditure of USDA SFSP funding.

The Walla Walla County Department of Community Health, shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

In accordance with the applicable local Walla Walla County Department of Community Health, rules and regulations, the Health District agrees to perform periodic health and sanitation evaluations, as

determined by the Health District in said Walla Walla County Department of Community Health's jurisdiction. This shall include thirty (30) health inspections.

Entities participating in the Summer Food Service Program will contact the Walla Walla County Department of Community Health if they intend to operate the program this year. OSPI will provide the Health District with a list of approved sponsors no later than July 1, 2022. The Walla Walla County Department of Community Health shall contact the sponsor(s) for feeding site and preparation locations prior to inspection. OSPI will report to the Health District any health-related problems discovered on routine visits conducted by site monitors for Health District follow-up, if necessary. The Walla Walla County Department of Community Health shall submit copies of the inspection(s) to both the sponsor and OSPI along with the invoice to OSPI by September 30, 2022.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of execution, and be completed on September 30, 2022, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of three thousand dollars (\$3,000) unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates:

- Thirty (30) health inspections at a rate of one hundred dollars (\$100) per inspection/evaluation.

Funds for the payment of this Contract are provided by federal program Summer Food Service Program (SFSP), Catalog of Federal Domestic Assistance, (CFDA) #10.559.

BILLING PROCEDURE

Walla Walla County Department of Community Health shall submit invoices to the OSPI Contract Manager, Jessica Condon, no later than September 30, 2022, for those inspections/evaluations actually performed for the SFSP. Invoices received after September 30, 2022, WILL NOT BE PAID. The invoice shall include the Agreement number and document to the Contract Manager's satisfaction a description of the work performed, and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to Walla Walla County Department of Community Health, by Agency Financial Services, OSPI. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

Walla Walla County Department of Community Health, certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. Walla Walla County Department of Community Health, further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. Walla Walla County Department of Community Health may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

CERTIFICATION REGARDING COVID-19 VACCINATION VERIFICATION PLAN

Walla Walla County Department of Community Health, represents and warrants that Health District has a current COVID-19 Contractor Vaccination Verification Plan to ensure that Health District's personnel (including subcontractors) who perform this Agreement on-site at OSPI's premises, unless properly excepted or exempted by the Proclamation, are fully vaccinated for COVID-19 as of October 18, 2021, as set forth in the Governor's Proclamation, [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#) (dated September 27, 2021). Walla Walla County Department of Community Health, further represents and warrants that Walla Walla County Department of Community Health:

- a. Has reviewed and understands Health District's obligations as set forth in [Proclamation 21-14 – COVID-19 Vaccination Requirement](#) (dated August 9, 2021) as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement](#) (dated August 20, 2021) and by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement](#);
- b. Has developed a COVID-19 Vaccination Verification Plan for Health District's personnel (including subcontractors) that complies with the above-referenced Proclamation;
- c. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Walla Walla County Department of Community Health, personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;
- d. Complies with the requirements for granting disability and religious accommodations for Walla Walla County Department of Community Health, personnel (including subcontractors) who are subject to the vaccination requirement in the above-referenced Proclamation;

- e. Has operational procedures in place to ensure that any contract activities that occur on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Walla Walla County Department of Community Health, personnel (including subcontractors) will be performed by personnel who are fully vaccinated or properly excepted or exempted as required by the above-referenced Proclamation;
- f. Has operational procedures in place to enable Walla Walla County Department of Community Health, personnel (including subcontractors) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above-referenced Proclamation; and
- g. Will provide to OSPI, upon request, Walla Walla County Department of Community Health's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.

OSPI the right to inquire into compliance with the verification requirements at any time, to include requesting a copy of the verification plan, spot-checking with such personnel and reviewing Walla Walla County Department of Community Health's vaccination verification records.

CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Agreement.

Walla Walla County dba Walla Walla County Dept. of Community Health	OSPI
Andrew Maycumber Contract Manager P.O. BOX 1753 / 314 W. Main Street Walla Walla, WA 99362 Phone: (509) 524-2669 Email: amaycumbr@co.walla-walla.wa.us	Jessica Condron Summer Food Service Program Lead Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 810-0440 Email: Jessica.Condron@k12.wa.us

CREATIVE COMMONS ATTRIBUTION LICENSE

Walla Walla County Department of Community Health, understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials Health District has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, Health District will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If Health District would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

Walla Walla County Department of Community Health, warrants and represents that Health District has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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

- Applicable state and federal statutes and rules
- Attachment A – Intent to Participate
- Attachment B – Federal Grant Terms and Conditions
- Any other provisions of the Agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

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

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESPONSIBILITIES OF THE PARTIES

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

RIGHTS IN DATA

Copyright in all material created by Walla Walla County Department of Community Health and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and Health District may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which Health District provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by Health District or such other party as determined by Copyright Law and/or Health District's internal policies; however, for any such materials, Health District, hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

SEVERABILITY

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

SUBCONTRACTING

Neither Health District, nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of OSPI. Health District is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of Health District, to OSPI for any breach in the performance of Health District duties. This clause does not include contracts of employment between Health District and personnel assigned to work under this Agreement.

If, at any time during the progress of the work, OSPI determines in its sole judgment that any subcontractor is incompetent, OSPI shall notify Walla Walla County Department of Community Health, and Health District shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by OSPI of any subcontractor or the termination of a

subcontractor shall not relieve Walla Walla County Department of Community Health, of any of its responsibilities under the Agreement, nor be the basis for additional charges to OSPI.

TERMINATION

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION DUE TO FUNDING LIMITATIONS OR CONTRACT RENEGOTIATION, SUSPENSION

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion of this Agreement, with the notice specified below and without liability for damages:

- a. At OSPI's discretion, OSPI may give written notice of intent to renegotiate the Agreement under the revised funding conditions.
- b. At OSPI's discretion, OSPI may give written notice to Walla Walla County Department of Community Health, to suspend performance when OSPI determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Health District's performance to be resumed.
 - 1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - 2) When OSPI determines that the funding insufficiency is resolved, it will give Health District written notice to resume performance, and Health District, shall resume performance.
 - 3) Upon the receipt of notice under b. (2), if Health District, is unable to resume performance of this Agreement or if Health District's proposed resumption date is not acceptable to OSPI and an acceptable date cannot be negotiated, OSPI may terminate the Agreement by giving written notice to Walla Walla County Department of Community Health. The parties agree that the Agreement will be terminated retroactive to the date of the notice of suspension. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the retroactive date of termination.
- c. OSPI may immediately terminate this Agreement by providing written notice to Walla Walla County Department of Community Health. The termination shall be effective on the date specified in the termination notice. OSPI shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination. No penalty shall accrue to OSPI in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION PROCEDURE

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require Health District, to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to Walla Walla County Department of Community Health, the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by Health District, and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. OSPI may withhold from any amounts due to Walla Walla County Department of Community Health, such sum as OSPI determines to be necessary to protect OSPI against potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, Walla Walla County Department of Community Health, shall:

- a. Stop work under this Agreement on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of Walla Walla County Department of Community Health, under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;

- f. Complete performance of such part of the work not terminated by OSPI; and
- g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of Walla Walla County Department of Community Health, and in which OSPI has or may acquire an interest.

WAIVER

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

ALL WRITINGS CONTAINED HEREIN

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

Walla Walla County
DBA Walla Walla County Dept. of
Community Health

Superintendent of Public Instruction
State of Washington

Signature Title

Kyla L. Moore, Contracts Administrator

Print Name Date

Date

Who certifies that he/she is the entity identified herein, OR a person duly qualified and authorized to bind the entity so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General



Proposal

Date: July 22, 2022

Proposal ID: 2022 08-01 DCH

To: BOCC

From: Nancy Wenzel, Administrative Director

Intent: Approval to hire for Temporary Environmental Health Position

Topic: Environmental Health

Summary

Our Environmental Health program is in a transition phase and as we thoughtfully plan our future model (staffing, policy/procedures, best practices) I am requesting permission to hire one Temporary FTE Environmental Health Specialist position. This position will assist in food establishment inspections and temporary events. Ideally, we would like a full-time employee but if we need to hire two part-time temporary to make the one FTE we would like approval for this option.

Cost

\$26,093.60 for six months.

Funding

Foundational Public Health and Food Permit Fees

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

No risk noted, except ability to find employees.

Benefits

With the appropriate applicant this position would assist in keeping the Environmental Health food inspection program stable.

Conclusion/Recommendation

Recommend the BOCC allow Community Health to hire a FTE Temporary Environmental Health Specialist.

Submitted By			Disposition	
Nancy Wenzel, DCH			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
			<input type="checkbox"/> Needs follow up information	
Name	Department	Date	<input type="checkbox"/> Denied	

BOCC Chairman		Date
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Additional Requirements to Proposal

☐ Modification

☐ Follow Up

Department of Community Health

08-01-2022 Department Update

- Dr. Kaminsky and Nancy Wenzel met with the following stakeholders:
 - Tyrone Bryan, Director, Walla Walla Comprehensive Health Care
 - Todd Hilberg, Superintendent of Columbia School District
 - Walla Walla Chief of Police Chris Buttice
- We have our Population Health Manager position open
 - Testing a Registered Nurse Recruitment site for the month of August
 - Dr Kaminsky will oversee the clinic nurses
 - Nancy Wenzel will oversee the SNAP and WIC programs.
- We have our Environmental Health Manager position open
 - We are working with Healthspace to upgrade the EH software (still using an old legacy system)
 - This system will allow online payments and we can use cashiering system for all department transaction. This is a bonus since our current cashiering system is no longer supported.
 - We are working the Office of the Washington State Auditor LEAN Program to review and reformulate our EH process and procedures, with a special focus on the septic program.
 - We are working the Walla Walla County legal team to move our septic program towards a “septic designer” program. We will start with a slow transition as we work out legal and program processes.
 - The new software should allow us to work with GIS to put septic as-builts online reducing calls for asbuilts.
 - We will be working on an updated and streamlined process for food inspections while we integrate the updated EH software along with the LEAN process.
 - We will be working on a process to bolster our EH response areas also (water recreation, toxic algae blooms, solid waste, meth homes, etc.)
 - Nancy Wenzel will be taking on the EH Manager role with EH staff taking lead in specific areas – Cody Rawlings Food, Charissa Hodges Septic, Jesse DeLong Living Environment
- HSRI in town August 2 to discuss the Walla Walla County Behavioral Health Assessment.
- DCH was awarded funding for the Rural County Veteran Service Officer Program and awaiting the actual contract. Congratulations to Wendy Cheng, Sam Jackle, Amy Osterman and entire DCH team in this collaborative effort.

- a) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))
- b) Department update and miscellaneous
- c) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- d) **Action Agenda Items:**
 - 1) Proposal 2022 08-01 HR/RM-1 Approving claim for damages (Condon)
 - 2) Proposal 2022 08-01 HR/RM-2 Approval to deny claim for damages (Rivera)

2:15 PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

2:30 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.