

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, JULY 11, 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 wwccommissioners@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) Interview applicants for previously publicized opening on the Walla Walla Fair and Frontier Days Board of Directors
- g) Executive session re personnel (pursuant to RCW 42.30.110(g)), to complete employee personnel evaluations **(11:00 a.m.)**
- h) Possible executive session re: evaluate the qualifications of applicants for boards and committees (pursuant to RCW 42.30.110(g))
- i) Possible discussion/decision re appointments to Walla Walla County Rural Library District Board of Trustees, Walla Walla County Planning Commission and Walla Walla Fair and Frontier Days Board of Directors

12:00 RECESS

1:15 P.M. COUNTY COMMISSIONERS

- a) Public comment period (time limitations may be imposed)
- b) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- c) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for July 5 and 6, 2022
 - 2) Resolution – Setting a date of public hearing to consider amendments to the 2022 Walla Walla County Budget
 - 3) Resolution – Approving an E911 County Equipment Contract FY 2022/23 (E22-309)
 - 4) Resolution – Approval of a contract with Washington State Military Department for Energy Facility Site Evaluation Council (EFSEC) Funds (E23-045)
 - 5) Payroll action and other forms requiring Board approval
- d) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4240939 through 4241162 totaling \$2,431,029.04; 4241163 through 4241174 totaling \$6,805.19 (travel)
 - 2) Proposal 2022 07-11 COMM Approval of Sheriff Office Boat ER&R Program
 - 3) Proposal 2022 07-11 EconDev-Port approval of payment to Port of Walla Walla from Economic Development Sales Tax (Port of Walla Walla 9/10ths Funds) monies for the Prescott Joint Parks and Recreation District for Prescott Pool Repair and Upgrades Improvement Project
 - 4) Resolution – Approving Interagency Agreement with the State of Washington, Administrative Office of the Courts – BECCA Bill Program Services
 - 5) Resolution – Approving an Interlocal Agreement between Walla Walla County and Kittitas County Jail for the housing of inmates
 - 6) Resolution – Approving Grant Agreement #F19-31219-470 between the Washington State Department of Commerce and Walla Walla County Juvenile Justice Center for VOCA – Victims of Child Abuse and Neglect Initiative
- e) Miscellaneous business to come before the Board
- f) Review reports and correspondence; hear committee and meeting reports
- g) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
DATE OF PUBLIC HEARING TO
CONSIDER AMENDMENTS TO
THE 2022 WALLA WALLA
COUNTY BUDGET



RESOLUTION NO. **22**

WHEREAS, subsequent to the establishment of the budgets and adoption of the 2022 Walla Walla County Budget requests have been made to amend the budget; and

WHEREAS, it is necessary to hold a public hearing to consider these matters; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a public hearing shall be set for Monday, July 25, 2022 at the hour of 1:15 p.m., in County Commissioners' Chambers, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington to consider amending the 2022 budget as follows.

Remote public participation and testimony will be allowed via Webex and telephone. Limited participation and testimony at a remote location is available for those who are unable to testify by Webex or Telephone by contacting the Clerk of the Board.

FUND 010 – CURRENT EXPENSE

Revenue	\$100.00
Expenditures	\$100.00

FUND 10800 – LAW & JUSTICE

Revenue	\$130,000.00
Expenditures	\$130,000.00

FUND 11200 – PUBLIC HEALTH

Revenue	\$7,470,705.00
Expenditures	\$7,470,705.00

FUND 12000 – MENTAL HEALTH

Revenue	\$700,000.00
Expenditures	\$700,000.00

FUND 30400 – FAIRGROUNDS BUILDING FUND

Revenue	\$1,650,000.00
Expenditures	\$1,650,000.00

FUND 50300 – RISK MANAGEMENT

Revenue	\$239,133.00
Expenditures	\$239,133.00

BE IT FURTHER RESOLVED that, upon further review of the 2022 Budget at the time of the above-referenced hearing, if other amendments are proposed and necessary for accounting purposes, those amendments will be made a part of the hearing without further advertising.

Passed this 11th day of **July, 2022** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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 APPROVING
AN E911 COUNTY EQUIPMENT
CONTRACT FY 2022/23
(AGREEMENT E22-309)

}

RESOLUTION NO. 22

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

WHEREAS, pursuant to RCW 38.52 the Washington State Military Department has the authority to assist and facilitate the implementation and operation of Enhanced 911 throughout the state; and

WHEREAS, Walla Walla County and the State Military Department have previously entered into an E911 Operations Contract for wireline and wireless operations in the county; and

WHEREAS, an E911 County Equipment Contract FY 2022/23, Agreement E22-309, has been offered to the County for Capital Equipment purchases with reimbursement not to exceed \$214,368; and

WHEREAS, said agreement was submitted to the County Prosecuting Attorney's office for review; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said E911 County Equipment Contract FY 2022/23, and that the Chair of the Board shall sign same in the name of the Board.

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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*

SECO COUNTY Equipment Contract SFY 2022/23
CONTRACT FACE SHEET

1. Contractor Name and Address: Walla Walla County Agency (COUNTY) Post Office Box 1506 Walla Walla, Washington 99362		2. Contract Amount: \$214,368	3. Contract Number E22-309
4. Contractor's Contact Person, phone number: Steven Ruley / 509.527.1959 sruley@wallawallawa.gov		5. Contract Start Date July 1, 2021	6. Contract End Date August 15, 2023
7. MD Program Manager/phone number: Teresa Lewis/253.512.7481 teresa.lewis@mil.wa.gov		8. Unique Entity Identifier Number (UEI #): YVK1PH2ZKGL3	9. UBI # (state revenue): 363-006-535
10. Funding Authority: Washington State Military Department and State 911 Funds			
11. Funding Source Agreement #: RCW 38.52.510, .540, .545 WAC Chapter 118-66	12. Program Index# & Obj/SubObj: 79282 / NZ	13. CFDA # & Title: NA	14. TIN or SSN: 91-6001381
15. Service Districts: (BY LEGISLATIVE DIST): 16th (BY CONGRESSIONAL DIST): 5th		16. Service Area by County(ies): Walla Walla	17. Women/Minority-Owned, State Certified? <input type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: <i>This is a reimbursement contract. Reimbursement is limited to the maximum equipment contract amount, services, and other listed budget categories on an actual cost basis for certain eligible, approved, and incurred equipment expenses as described in WAC 118-66 and the Washington State Military Department (DEPARTMENT) State 911 Coordination Office (SECO) policies, incorporated herein by reference in the amounts described in the Budget Sheet (Attachment E).</i>			
IN WITNESS THEREOF , the DEPARTMENT and COUNTY (Parties) have executed this Contract on the day and year last specified below. This Contract Face Sheet, Special Terms and Conditions (Attachment A), General Terms & Conditions (Attachment B), Statement of Work (Attachment C), SECO Equipment Contract Reimbursement Schedule (Attachment D), Budget Sheet (Attachment E), and the Equipment Maintenance Certification Log (Attachment F) govern the rights and obligations of the Parties to this Contract.			
In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <div style="margin-left: 40px;"> (a) Applicable State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and (e) Any other provisions of the Contract incorporated by reference. </div> This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.			
WHEREAS, the Parties hereto have executed this Contract on the day and year last specified below.			
FOR THE DEPARTMENT:		FOR THE COUNTY:	
<div style="border-top: 1px solid black; margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <div> Regan Anne Hesse, Chief Financial Officer Washington State Military Department </div> </div>		<div style="border-top: 1px solid black; margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> Signature Date </div> <div> Todd L. Kimball, Chair Walla Walla County Board of Commissioners </div> </div>	
APPROVED AS TO FORM Dierk Meierbachtol (signature on file) 3/14/2022 Assistant Attorney General			

STATEMENT OF WORK
SECO COUNTY EQUIPMENT CONTRACT - SFY2022/23
July 1, 2021 – June 30, 2023

BASIC LEVEL OF OPERATING SERVICES

- Maintenance Deliverables
 - The County will maintain the equipment per manufacturer's recommendations.
 - The County will complete and return to the DEPARTMENT the equipment maintenance certification log (See Attachment F).

EQUIPMENT

- Equipment purchases are limited to eligible expenses outlined in WAC 118-66 and in accordance with Budget Sheet (See Attachment E).
- Capital equipment purchases must be pre-approved by the SECO.

SECO EQUIPMENT CONTRACT REIMBURSEMENT SCHEDULE

ELIGIBLE ITEM		STATE REIMBURSEMENT
CPD6	NG911 Modernization	Costs related to modernization of the 911 System as authorized and pre-approved by the State 911 Coordinator.
S1	Customer Premise Equipment (CPE) /Telephone System	Purchase or lease and installation of the hardware and software components required to support a CPE/ Telephone system including spares kit that are compliant or compatible with future NG911 Technology requirements.
S1.2	CPE CPU	Replacement of CPE system Central Processing Units (CPU) at the call receiver workstation based on a five-year life cycle.
S1.3	CPE Server	Replacement of CPE system call processing server at the backroom CPE, based on a five-year life cycle.
S2	ANI/ALI Display Equipment	Replacement of ANI/ALI display equipment. Capped at \$500 per approved PSAP call receiver workstation, based on a five-year life cycle.
S3	PSAP Mapping	Hardware and software capable of converting latitude and longitude (and, when available, altitude) to a map display at the 911 call receiver workstation. Can be part of CPE, Computer Aided Dispatch (CAD) or standalone system, but only eligible under one category.
S3.2	Data migration to new mapping platform/software	Migration to new mapping platform or software is capped at \$15,000 per PSAP.
S3.3	PSAP Mapping CPU	Replacement of PSAP Mapping System Central Processing Units (CPU) at the call receiver workstation based on a five-year life cycle. <i>For stand-alone systems, only.</i>
S3.4	PSAP Mapping Server	For the mapping administrator to manipulate the mapping data prior to movement to the mapping system, based on a five-year life cycle.
B1	Uninterruptible Power Supply (UPS)	Purchase or lease and installation of the hardware and software components required to support PSAP WAC eligible equipment which should provide a minimum of 30 minutes of operations.
B1.2	UPS Battery Replacement	Replacement of batteries, to include an entire battery bank.
B7.1	911 GIS Modernization	Hardware, software, and services used by the 911 MSAG/Mapping/GIS Coordinator to create, edit, and maintain GIS Data used in call routing and synchronization of ALI & GIS data. Calculated at \$10,000 (per contract year).
B8	Instant Call Check	Equipment that records 911 call conversations for immediate playback on demand. One per approved PSAP call receiver workstation, telephone only (i.e. no radio) may be part of CPE system.

B9	Mapping Display Equipment	Equipment capable of displaying 911 call locations on a map. Capped at \$500 per approved PSAP call receiver workstation based on five-year life cycle.
B10	911 Management Information Systems (MIS)	Equipment that collects, stores, and collates 911 call data into reports and statistics.
B11	Call Detail Recorder or Printer	Purchase or lease and installation of the hardware and software components required to support the call detail recorder or printer.
C1	Logging Recorder for 911 Calls	Purchase or lease and installation of the hardware and software components required for basic logging/voice recorder as recommended by NENA standards.
C2	Computer-Aided Dispatch (CAD) System Hardware and Software	Purchase or lease and installation of the hardware and software basic components. At a minimum shall consist of hardware, call entry module, Teletype interface and ANI/ALI controllers. CAD could also include PSAP Mapping.
C2.3	CAD CPU	Replacement of CAD CPU at the PSAP call receiver workstation based on a five-year life cycle.
C2.4	CAD Server	Replacement of CAD call processing server based on a five-year life cycle.
C2.5	CAD Display Equipment	Replacement of display equipment is capped at \$1,000 per approved PSAP call receiver workstation, based on a five-year life cycle.
C3	Auxiliary Generator	Purchase or lease and installation of an auxiliary generator to support 911 telephone services for back-up purposes. Shall not exceed \$40,000 and the expense must be pro-rated if used for other than PSAP operations.
C4	Clock Synchronizer	Purchase or lease and installation of the hardware and software necessary to integrate master clock signaling to the PSAP's electronic systems.
C5	Console Furniture	Purchase of console furniture for 911 call receiving equipment is capped at \$15,000 per approved call receiver workstation with a ten-year life cycle.

BUDGET SHEET
SECO COUNTY EQUIPMENT CONTRACT – SFY2022/23
July 1, 2021 – June 30, 2023

	SFY2022/23
Capital Equipment	\$ 267,960
County Match Amount	\$ 53,592
TOTAL CONTRACT NOT TO EXCEED	\$ 214,368

EQUIPMENT MAINTENANCE CERTIFICATION LOG
SECO COUNTY EQUIPMENT CONTRACT – SFY2022/23
 July 1, 2022 – June 30, 2023

WALLA WALLA County certifies that all maintenance has been scheduled and completed on an annual basis for the following equipment:

<u>Equipment</u>	<u>Vendor/ Inhouse</u>	<u>Vendor Name</u>	<u>Anticipated/Scheduled Timeframe</u>
Customer Premise Equipment (CPE)	Vendor	Intrado	Quarterly
PSAP Mapping	In-house	City of Walla Walla	Ongoing
Uninterruptible Power Supply (UPS)	Vendor	Gruber	6/2023
Instant Call Check	Vendor	Intrado	see CPE
911 Management Information System (MIS)	Vendor	Intrado	Quarterly
Call Detail Recorder/Printer	In-house	City of Walla Walla	Ongoing
Logging Recorder	Vendor	Westek	Ongoing
Computer-Aided Dispatch System	Vendor	Tyler Technologies	Ongoing
Auxiliary Generator	Vendor	Western State Equipment	9/2022
Clock Synchronizer	Vendor	Day Wireless	Only if it fails
Call Receiver Console Furniture	Vendor	Console Cleaning	4/2023


 Signature (name and title)

7-5-2022
 Date

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL
OF A CONTRACT WITH
WASHINGTON STATE MILITARY
DEPARTMENT FOR ENERGY
FACILITY SITE EVALUATION
COUNCIL (EFSEC) FUNDS (E23-
045)



RESOLUTION NO. **22**

WHEREAS, Washington State Military Department Emergency Management Division and the Energy Facility Site Evaluation Council (EFSEC) have offered to provide funding to Walla Walla County Emergency Management Department in the amount of \$34,582; and

WHEREAS, the funding is pass-through dollars (SFY23) for the county's radiological emergency preparedness program relating to the Columbia Generating Station nuclear power plant; and

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

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

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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



Walla Walla County

Emergency Management Department

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

LIZ JESSEE

Director

PATRICK PURCELL

Coordinator

Memo

To: Walla Walla County Commissioners
From: Liz Jessee
Date: June 24, 2022
Re: Energy Facility Site Evaluation Council Funding

I am requesting your authorization to sign a contract with Washington State Military Department Emergency Management Division to receive Energy Facility Site Evaluation Council funds totaling \$34,582. This is a reimbursement grant which we receive annually.

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

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

Sincerely,

/s/ LIZ JESSEE

Director, Emergency Management

Walla Walla County
GRANT QUESTIONNAIRE

Date: 6/24/2022

Office/Department: Emergency Management

Contact Person: Liz Jessee

- 1) Name of Grant/Program Energy Facility Site Evaluation Council (EFSEC)
- 2) New Grant ☐ Renewing Grant ☒ Term (# of years) 1
- 3) Is the grant unchanged, and does not require Current Expense funding?
(If Y, please skip to number 24) Y X N
- 4) How will this grant benefit the county's citizens?

_____.
- 5) Is this a program grant or an equipment grant?

_____.
- 6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last?

_____.
- 7) If this is a new grant how will the grant support a current program OR how will the program change?

_____.
- 8) Does this grant require up front funds? Y N
If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

_____.
- 9) How many employees (new or current) will be paid by the grant? N C
a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded? _____

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

- 11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y_____ N_____
- 12) What fund would support a cash match (if required)? _____
- 13) If required what is the TOTAL cost of the match over the life of the grant? _____
- 14) What fund would support the administration of the grant? _____
- 15) Will the grant allow for the County cost allocation plan to be funded? Y_____ N_____
- 16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements?

- 17) Would the program require use of a county vehicle or personal vehicle? Y_____ N _____
- 18) If so, would the grant provide for the cost of the automobile and/or liability insurance?
Y_____ N_____
- 19) Would the grant require activities by other county offices/departments? (i.e. legal review, technology services assistance, new BARS numbers.) Y_____ N_____ If so, what activities?

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

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

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

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

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

See attached E23-045 Consent Memo

Official signature of requesting office/department:

/s/ Liz Jessee
Elected Official/Department Head

6/24/2022
Date

FOR COMMISSIONERS' OFFICE USE ONLY

Approved by: _____
Chair, Board of County Commissioners Date _____

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

**Washington State Military Department
CONTRACT FACE SHEET**

1. Contractor Name and Address: Walla Walla County Department of Emergency Management 27 North 2nd Ave Walla Walla, WA 99334		2. Contract Amount: <p style="text-align: center;">\$34,582</p>	3. Contract Number <p style="text-align: center;">E23-045</p>
4. Contractor's Contact Person, phone number, email: Liz Jessee, (509) 524-2900 ljesssee@co.walla-walla.wa.us		5. Contract Start Date <p style="text-align: center;">July 1, 2022</p>	6. Contract End Date <p style="text-align: center;">June 30, 2023</p>
7. MD Program Manager, phone number, email: Steven G. Williams, (509) 545-2030 steven.williams@mil.wa.gov		8. Unique Entity Identifier (UEI) # <p style="text-align: center;">YVK1PH2ZKGL3</p>	9. UBI # (state revenue): <p style="text-align: center;">363 006 535</p>
10. Funding Authority: Washington State Military Department (Department) and the Energy Facility Site Evaluation Council (EFSEC)			
11. Funding Source Agreement #: EMD – CGS – EP (2022-23)	12. Program Index # & Obj/Subobj <p style="text-align: center;">73803 / NZ</p>	13. CFDA # & Title: <p style="text-align: center;">NA</p>	14. TIN or SSN: <p style="text-align: center;">91-6001381</p>
15. Service Districts: (BY LEGISLATIVE DISTRICT): 16 (BY CONGRESSIONAL DISTRICT): 4		16. Service Area by County(ies): <p style="text-align: center;">Walla Walla County</p>	
17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____			
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other _____		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Contractor Type (check all that apply): <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: To provide EFSEC pass-through dollars (SFY 2023) for the county to conduct radiological emergency preparedness program duties relating to the Columbia Generating Station nuclear power plant.			
IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract, including all referenced exhibits and attachments which are hereby incorporated in and made part hereof, and have executed this contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions (Exhibit A), General Terms and Conditions (Exhibit B), Statement of Work (Exhibit C), Budget (Exhibit D), and all other documents, exhibits, and attachments govern the rights and obligations of the parties to this contract. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.			
In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and if attached, (e) EFSEC Award Document (f) Any other provisions of the contract incorporated by reference.			
This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.			
WHEREAS, the parties hereto have executed this contract on the day and year last specified below. FOR THE DEPARTMENT: _____ FOR THE CONTRACTOR: _____			
Signature _____ Date _____ Regan Anne Hesse, Chief Financial Officer Washington Military Department		Signature _____ Date _____ Liz Jessee, Director for Walla Walla County Department of Emergency Management	
BOILERPLATE APPROVED AS TO FORM: Dierk Meierbachtol (signature on file) 6/20/2022 Assistant Attorney General			

Form Date: 10/27/00

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

ARTICLE I -- COMPENSATION SCHEDULE:

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

Reimbursement under the contract will only be made consistent with the contract Budget and authorized changes to the Budget.

ARTICLE II -- REPORTS:

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

<u>Financial</u>	<u>#/Copies</u>	<u>Completion Date</u>
Quarterly Invoices	1	No Later than the 15th day following the end of the Quarter
Final Invoice (shall not exceed overall contract amount)	1	July 30, 2023

All contract work must end on June 30, 2023. However, the Contractor has up to 30 days after the Contract end date to submit all final billing.

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

All contract work must end on June 30, 2023. However, the Contractor has up to 30 days after the expiration date to submit all final reports and/or deliverables.

ARTICLE III -- KEY PERSONNEL:

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

CONTRACTOR:**MILITARY DEPARTMENT:**

Name:	Liz Jessee	Name:	Steven G. Williams
Title:	Director	Title:	Program Manager
Email:	ljesssee@co.walla-walla.wa.us	Email:	steven.williams@mil.wa.gov
Phone:	(509) 524-2902	Phone:	(509) 545-2030

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

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

STATEMENT OF WORK
Energy Facility Site Evaluation Council (EFSEC)
SFY23 Walla Walla County Radiological Emergency Preparedness (REP) Program

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

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

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

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

BUDGET SHEET
Energy Facility Site Evaluation Council (EFSEC)

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

ITEM DESCRIPTION	COST
A. Salaries and Wages	\$ 23,203
B. Benefits	\$ 11,379
C. Personal Contracts	\$ 0
E. Goods & Services	\$ 0
G. Travel	\$ 0
J. Capital Outlay	\$ 0
TOTAL	\$ 34,582

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

NOTE: Maintain expenditures within the listed budget categories.



Proposal

Date: July 5, 2022

Proposal ID. 2022 07-11 COMM

To: BOCC

From: Diane Harris, Clerk of the Board, Board of County Commissioners

Intent – Approval of Sheriff Office Boat ER&R Program

Topic – Approval of one-time payment of replacement costs for boat for Sheriff's Office

Summary

The Sheriff's has all the vehicles including a boat. In December, 2021 an MOU was signed by the Commissioners Office, Sheriff and Public Works Director regarding a four year plan for replacement of vehicles. During this process the replacement costs for the boat were not included. Currently ER&R only charges maintenance and operation costs for the boat (#232).

The Sheriff's Office has completed a grant application to purchase a boat with possible award in September/October 2022. During a meeting with the Sheriff's Office, Public Works ER&R Department and Commissioner Mayberry, there was discussion that there is a need to continue to pay replacement costs for the boat until the grant is awarded for a new boat.

Once notice is received about the status of the grant, then the Sheriff's Office will need to have discussion with the Commissioners about a replacement plan for the boat if the grant is not awarded. When the 2022 budget for ER&R was completed the estimated monthly cost was higher than the actual costs. Currently there is \$22,000 as of June 30, 2022 that can be put towards the replacement of the Sheriff's Office Boat.

Cost

\$22,000

Funding

Current Expense Miscellaneous – ER&R

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Approve one-time payment of \$22,000 for boat replacement cost to ER&R for Sheriff Office boat, vehicle #232.

Submitted By

Diane Harris, Commissioners 7/05/2022

Name Department Date

Signature

Disposition

___ Approved

___ Approved with modifications

___ Needs follow up information

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



MEMO

Date: July 5, 2022

Proposal ID. 2022 07-11 ECON DEV – PORT

To: BOCC

From: Diane Harris, Clerk of the Board, Board of County Commissioners

Intent – Approval of payment to Prescott Joint Parks and Recreation District (Port of Walla Walla 9/10^{ths} Funds)

Topic – Approval of release of Port of Walla Walla Economic Development Sales Tax Fund monies to the Prescott Joint Parks and Recreation District (PJPRD) for Prescott Pool Repair and Upgrades Improvement Project.

Summary

In March, 2022 the Prescott Joint Parks and Recreation District applied for funding from the Port of Walla Walla's Economic Development Sales Tax Fund for the Prescott Pool Repair and Upgrades Improvement Project. By Proposal 2022 04-25 Econ Dev-Port, the County (Board of County Commissioners) approved the Port of Walla Walla's request during an open, public session of the board.

On July 8, 2022 Pat Reay, Port of Walla Walla Executive Director, requested the payment of the grant funds from the Economic Development Sales Tax Fund monies. The Port of Walla Walla is requesting the concurrence of the County, and at such time a warrant will be vouchered for payment to the Prescott Joint Parks and Recreation District for the following:

Port of Walla Walla – 9/10ths funds - \$100,000

Cost

see above

Funding

9/10ths Funds (Port of Walla Walla portion)

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Approve payment to Prescott Joint Parks and Recreation District in the amount of \$100,000 from the Port of Walla Walla 9/10ths Economic Development Funds.

Submitted By

Diane Harris, Commissioners 7/05/2022

Name Department Date

Signature

Disposition

☐ Approved

☐ Approved with modifications

☐ Needs follow up information

☐ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERAGENCY AGREEMENT
IAA23828 BETWEEN WASHINGTON
STATE ADMINISTRATIVE OFFICE
OF THE COURTS AND WALLA
WALLA COUNTY JUVENILE COURT
FOR BECCA PROGRAMS AND
SERVICES

RESOLUTION NO. **22**

WHEREAS, the State of Washington, Administrative Office of the Courts, has offered a continuing contract with Walla Walla County, Washington, to provide "Becca Bill" Programs and Services, consisting of Truancy, At-Risk Youth, and Child in Need of Services programs in compliance with Interagency Agreement #IAA23828; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2022, and a new Agreement has been offered to the County for the period July 1, 2022 through June 30, 2023; and

WHEREAS, the Walla Walla County Corrections Director has reviewed said Interagency Agreement and recommends approval; and

WHEREAS, said Interagency Agreement was submitted to the County Prosecuting Attorney and County Risk Manager for review; now therefore

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

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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

**INTERAGENCY AGREEMENT IAA23828
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
Columbia/Walla Walla COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES**

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Columbia/Walla Walla County Juvenile Court (Contractor).

PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

STATEMENT OF WORK

The Contractor will administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

- a. CHINS petitions;
- b. ARY petitions; and,
- c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

Reporting schedule:

Period	Report Due
07/01/22 - 12/31/22	01/31/23
01/01/23 - 06/30/23	07/31/23

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2022** regardless of the date of execution and it shall end on **June 30, 2023**, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$55,484 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.
- b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Contractor shall use BECCA Cost Guidelines (Exhibit A) as a guide for determining what costs should be reimbursed.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (Exhibit B) is received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19 and Becca Monthly Detail Report (Exhibit B). Invoices are to be sent via email to AOC Financial Services at payables@courts.wa.gov. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

a. **Background Check/Criminal History**

In accordance with Chapters 110-700 WAC, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles.

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. **Sexual Misconduct**

Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

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 service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement 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.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

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.

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. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

TERMINATION

a. Termination for Convenience

Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

b. Termination for Cause

If 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 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 party.

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, agreement 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:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the Agreement including materials incorporated by attachment or reference.

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.

SAVINGS

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, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction without terminating the contract as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this agreement.

COUNTERPARTS

Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 Sondra.Hahn@courts.wa.gov (360) 705-5276	Norrie Gregoire Juvenile Court Director PO Box 1754 Walla Walla, WA 99362-0033 ngregoire@co.walla-walla.wa.us 509-524-2810

ENTIRE AGREEMENT

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 contract shall be considered to exist or to bind any of the parties to this Agreement unless otherwise stated in this Agreement.

AGREED:

**THE ADMINISTRATIVE OFFICE
OF THE COURTS**

**Columbia/Walla Walla
COUNTY JUVENILE COURT**

Signature Date

Christopher Stanley

Name

Chief Financial and Management Officer

Title

Signature Date

Norrie Gregoire

Name

Title

EXHIBIT A

BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. GENERAL

Becca allowable costs are only those costs associated with “processing and case management of truancy, children in need of services, and at-risk youth referrals.” See [ESSB 5092 Section 115 \(2\)\(a\) and \(b\) \(2021\)](#).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central contact with the court
- Approves invoices and submitted supporting documentation for Becca reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the Becca agreement

3. Management Services Director

- Resolves policy and procedural issues related to Becca funding

4. AOC Comptroller

- Determines Becca annual fund allocation based on monies received from the legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves Becca agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with Becca

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management must be kept locally. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g. clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral must be kept locally. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to

determine the rate. Documentation must be on file locally and available to AOC and State Auditor. The vendor invoices must also be on file locally.

2. Professional Services

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Defense Attorney – Invoice must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Prosecutor - Invoice to include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. Goods

- Supplies
 - Actual Costs - Supplies should be necessary for Becca case processing or management and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
 - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must be on file locally.

4. Equipment

- Actual Costs - Reimbursement request does not need to include the vendor invoice if directly related to Becca; however, it must be kept locally and equipment is used solely for case processing or management. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than \$500 or where the service/maintenance period on the equipment is greater than one year and could exceed \$500 in total

maintenance costs. Vehicle and other high cost items are not allowable purchases.

- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual Becca Conference is provided, not to exceed the published AOC travel and per diem rates.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates.
 - Supporting Documentation –All travel reimbursement requests must be kept locally for audit purposes.
 - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the “actual” daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must be kept locally for audit purposes.

Becca Allocation Process

Each biennium, an appropriation is provided by the WA State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. The appropriations are provided from the State General Fund (SGF) as proviso, and are partitioned by fiscal year. In the 2021-2023 Biennium, the amounts provided were \$7 million per fiscal year.

Allocation of the funding is based on caseload data from each county for CHINS, ARY, and Truancy filings. The CHINS and ARY filing data is available through the AOC online caseload reports. Truancy data is researched and uploaded by the AOC Comptroller.

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated CHINS, ARY, and Truancy data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts that are available to counties. The formula is developed according to provisions set forth in the 2021-2023 omnibus operating budget. Specifically the operating budget states, in part:

“The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs.”

Audit Process

The AOC Comptroller will periodically audit court Becca reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to Becca reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of Becca in that county.

Following this review, the AOC Comptroller (or designee) will contact the court if reimbursement request(s) do not meet the criteria and file the attached report in the AOC Becca audit file. See next page for sample report.

**State of Washington
Administrative Office of the Courts**

I, [AOC Comptroller name], have reviewed the Becca reimbursement documents and supporting documentation provided by [county and county designee name] for the time period Fiscal Year [20XX], and do hereby declare that:

- ☐ Documentation is in compliance with Becca cost reimbursement requirements.
- ☐ Documentation is **not** in compliance with Becca cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

AOC Comptroller/Designee

Date

BECCA MONTHLY DETAIL REPORT

Exhibit B Report

*Administrative Office of the Courts
(submit monthly with A-19 invoice)*

COURT: _____

MONTH/YEAR: _____

STAFF/FTE

- Judicial officer salary & benefits
- Other court staff salary & benefits

Total \$ -

PROFESSIONAL SERVICES

- General vendor services
- Defense attorney
- Other (specify)

Total \$ -

GOODS

- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total \$ -

EQUIPMENT

- Computer Set-Up
- Other (specify)

Total \$ -

TRAINING

- Becca-specific

Total \$ -

TRAVEL

- Mileage
- Per Diem

Total \$ -

DETENTION

- Daily rate detention costs or actual costs

Total \$ -

GRAND TOTAL

\$ -

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERLOCAL AGREEMENT
BETWEEN WALLA WALLA
COUNTY AND KITTITAS COUNTY
JAIL FOR THE HOUSING OF
INMATES

RESOLUTION NO. **22**

WHEREAS, Kittitas County owns and operates the Kittitas County Jail, located in Ellensburg, Washington; and

WHEREAS, Walla Walla County and the law enforcement agencies within Walla Walla County employ law enforcement officers who arrest persons for misdemeanors, or felonies, which may result in jailing of the person arrested; and

WHEREAS, Walla Walla County seeks to contract for jail facilities and services from Kittitas County Jail for confinement of Walla Walla County prisoners; and

WHEREAS, Kittitas County has expressed a willingness to provide jail facilities and services to Walla Walla County; and

WHEREAS, the Interlocal Cooperation Act (RCW Chapter 39.34.080) and the "City and County Jails Act" (RCW Chapter 70.48), authorizes contracts for jail services made between two counties; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into an Agreement for the housing of inmates as authorized and provided for by RCW 39.34.080 and other Washington law; and

WHEREAS, the Director of Corrections recommends approval of said Agreement; and

WHEREAS, the County Prosecuting Attorney's Office and Risk Manager have reviewed said Contract and recommend approval; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Interlocal Agreement between Kittitas County and Walla Walla County.

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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*

**INTERLOCAL AGREEMENT BETWEEN
WALLA WALLA COUNTY, WASHINGTON
AND KITTITAS COUNTY, WASHINGTON,
FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 21st day of June, 2022 by and between Kittitas County, Washington, a Washington municipal corporation, hereinafter referred to as "Kittitas County", "The County" or "KCJ" on behalf of Kittitas County Jail, and Walla Walla County, Washington, also a Washington Municipal Corporation, hereinafter referred to as "Walla Walla County", each party having been duly organized and now existing under the laws of the State of Washington. Both entities may be referred to in this Agreement collectively as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, Kittitas County owns and operates the Kittitas County Jail (KCJ), located in Ellensburg, Washington; and

WHEREAS, Walla Walla County and the law enforcement agencies within Walla Walla County employ law enforcement officers who arrest persons for misdemeanors, gross misdemeanors, or felonies, which may result in jailing of the person arrested; and

WHEREAS, Walla Walla County seeks to contract for jail facilities and services from KCJ for confinement of Walla Walla County prisoners; and

WHEREAS, KCJ has expressed a willingness to provide jail facilities and services to Walla Walla County; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) and the "City and County Jails Act" (Chapter 70.48 RCW), authorizes contracts for jail services made between two counties; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Interlocal Agreement (ILA) for the Housing of Inmates by action taken at a regular meeting; and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

I. Governing Law

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

II. Term

This agreement shall be effective from date fully executed and signed by all parties as listed and shall extend until midnight, December 31, 2023, subject to earlier termination as provided herein.

III. Notice

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Walla Walla County: Walla Walla County Corrections Department
300 West Alder Street
Walla Walla, WA 99362

Primary Contact: Norris Gregoire, Director of Corrections
Phone: 509-524-2822

Secondary Contact: Commander Matt Stroe
Phone: 509-524-5434

To the County of Kittitas: Kittitas County Jail
205 W 5th Ave, Ste 1
Ellensburg WA 98926

Primary Contact: Commander Steve Panattoni
Secondary Contact Lt. Edward Buntin
Phone: 509-962-7527

IV. Definitions

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

A. Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending at 23:59:59 p.m.

B. Inmate Classifications. Shall be pursuant to the Kittitas County Jail Objective Jail Inmate Classification which is modeled after the National Institute of Corrections Jail

Classification.

- i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

- C. Walla Walla Prisoner (or may also be referred to as offender in this Agreement) means a person arrested by a Law Enforcement Officer of Walla Walla County or another law enforcement agency located within Walla Walla County, either on behalf of Walla Walla County or on behalf of municipalities within Walla Walla County and booked into the Kittitas County Jail (KCJ) at any time and for any reason, including after sentencing. It is anticipated that prisoners confined at KCJ will be those sentenced to terms of incarceration in jail for periods of three hundred sixty-five days (365) or less, but may also be, as deemed appropriate, be prisoners not yet convicted under the same terms and conditions as those serving sentences. Transportation of all prisoners confined at KCJ pursuant to this ILA shall be the responsibility of Walla Walla County, including all costs.
- D. Access of legal counsel to such prisoners shall be pursuant to the policies and schedule of KCJ, and no cost of such counsel shall be the responsibility of the KCJ. Kittitas County is in the process of implementing video conferencing for court proceedings and attorney access, and upon implementation thereof, Walla Walla County will be allowed to make use of this technology and process at its own expense.
- E. Any bond to be posted for Walla Walla County Prisoners shall be posted in accordance with the orders of the court setting the pre-trial conditions, and all such prisoners shall be transported to Walla Walla County by and at the expense of Walla Walla County, except that KCJ and Walla Walla County may come to agreement for alternative transport options, paid for by Walla Walla County, including but not limited to the purchase of a bus ticket from Ellensburg to Walla Walla, the cost of which would be reimbursed to KCJ.

V. **Criteria for Determining Prisoner Status**

For the purposes of this agreement:

- A. Walla Walla Prisoners being booked into the Kittitas County Jail shall remain the responsibility of the Walla Walla County Transport Officers and shall not be deemed an inmate of that facility until the Walla Walla County Prisoner is accepted by KCJ

Corrections staff at the time of booking. Only Transport Staff authorized by Walla Walla County may present a prisoner for confinement in KCJ pursuant to this ILA unless previously arranged and approved in writing by the Jail Commander or his/her designee or superior. Any prisoner transported by Walla Walla County to the KCJ with documentation showing that the prisoner is being held pursuant to an order entered by any court in Walla Walla County will be presumed to be acceptable for confinement except as otherwise provided herein.

- B. If a Walla Walla County Offender behaves in such a manner that disciplinary action is needed to correct the behavior, the Walla Walla County offender will be subjected to the same disciplinary process utilized by the County for the KCJ offenders. If a sanction applied results in loss of good time, KCJ will notify the Walla Walla County contact. If the offender behavior is to the level that KCJ determines they are no longer appropriate for KCJ, notice will be made to Walla Walla County and the offender removed from KCJ via either the regularly scheduled transport or as can be reasonably arranged by Walla Walla County through special transport.

VI. Jail and Medical Services

- A. Inmates deemed Walla Walla Prisoners for medical purposes shall mean any person incarcerated pursuant to this ILA. These prisoners shall receive such medical, psychiatric, and dental treatment when emergent and necessary to safeguard their health while housed in the Kittitas County Jail in the same manner and to the same extent as any other prisoner. KCJ will provide or arrange for providing of such medical, psychiatric, and dental services. Except for routine minor medical services provided by the County within the Kittitas County Jail, Walla Walla County shall ultimately be responsible and pay directly or reimburse the KCJ for any and all costs associated with the delivery of any emergency or necessary medical service provided to Walla Walla Prisoners. Walla Walla County shall be responsible for any and all emergent or necessary medical, dental, and psychiatric treatment provided outside of the Kittitas County Jail and shall be billed thereafter.
- B. If the County becomes aware that a Walla Walla Prisoner is in need of medical health care requiring the assistance of a medical health care services provider outside of the Kittitas County Jail, then the County shall make reasonable effort to notify Walla Walla County prior to obtaining said service. In the case of emergency, the County may notify Walla Walla County after the service has been provided. Due to the realities of transporting prisoners between Walla Walla County and the KCJ, it is anticipated that other than routine medical appointments scheduled in advance, KCJ shall perform such transport and other obligations needed to address the health needs of Walla Walla Prisoners in the same manner as any other inmate of KCJ. Walla Walla County shall be responsible for the cost of all transport and other arrangements. To the extent possible, the parties agree that Walla Walla County will not seek to place its prisoners in KCJ if significant medical care is reasonably anticipated.

- C. An adequate record of all such services shall be kept by the County for Walla Walla County's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to Walla Walla County as soon as time permits. If the offender is transferred back to Walla Walla County, a discharge summary containing information concerning health care provided at KCJ shall accompany the offender via the Transport team.
- D. Should medical, psychiatric, or dental services require hospitalization, Walla Walla County agrees to compensate KCJ dollar for dollar any amount expended or cost incurred in providing the same.
- E. Upon payment to KCJ by Walla Walla County for a Walla Walla Prisoner's health care expense, the County will assign to Walla Walla County, if requested by Walla Walla County, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130.
- F. Walla Walla County agrees to pay directly or reimburse the County for any and all medical expenses, as defined in Section VI.A, incurred for Walla Walla Prisoners which are not performed by medical staff on contract with the County within the Kittitas County Jail, or paid by the Department of Social and Health Services, including medical, psychiatric, and dental bills as well as prescription medication expenses.

VII. Transportation

Kittitas County shall be responsible for the transportation of all prisoners from KCJ to local medical services and back. Walla Walla County shall pay the actual costs for Kittitas County personnel required to appropriately and safely transport and maintain custody of prisoners during medical treatment, including overtime as needed to maintain staffing for operations. Kittitas County will contact Walla Walla County with regard to any pre-planned major medical treatment to allow Walla Walla County to consider the option of using its own personnel for transport and security, including provision of female personnel for medical matters specific to women.

Walla Walla County shall be responsible for transporting all inmates to and from custody between Walla Walla County and KCJ. KCJ shall provide Walla Walla County adequate and sufficient notice of a Walla Walla County offender release date from KCJ so that Walla Walla County can arrange transport on the scheduled transport back to Walla Walla County, to prevent an inmate from being held beyond their release date. All inmates shall be picked up and transported to Walla Walla County not less than 24 hours from discharge, with the exceptions noted under Section IV (E) for offenders released once bond had been posted. Walla Walla County shall provide all documentation related to the booking of inmates, including court orders and the date and time at which custody commenced and is to end.

VIII. Compensation

- A. Kittitas County agrees to accept and house Walla Walla Prisoners for compensation per prisoner at the rate of \$69.83 per day for the year 2022 and \$73.32 per day for the year 2023 (also see Section VI herein) except as provided below. This rate includes minimum, medium and maximum classification inmates. The parties agree that the County will not charge Walla Walla County a separate booking fee in addition to such rate.
- B. The rate of compensation for any inmate requiring additional or specialized conditions of incarceration to the extent that they must be placed alone in a single cell designed for double occupancy shall be \$139.65 per day for the year 2022 and \$146.63 per day for the year 2023. KCJ will promptly notify Walla Walla County if an offender is placed alone in such a cell unless that housing is incidental to moving the offender or for short term disciplinary separation.
- C. The date of booking into, and the date of release from, the Kittitas County Jail of the Walla Walla Prisoners, no matter how little time of a twenty-four hour day it constitutes, shall count as one day for billing purposes and shall be billed to Walla Walla County as a day of custody in Kittitas County.

IX. Billing and Billing Dispute Resolution Procedures

- A. The County shall transmit billings to the designated contact for Walla Walla County on the following dates: April 15th, July 15th, October 15th, and January 15th. Within forty-five (45) days after receipt, Walla Walla County shall pay the full amount billed or withhold any portion thereof related to disputed medical costs and provide the County written notice specifying the amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed.
- B. The designated person for billing is:
Keri Weber, Executive Assistant
Walla Walla County Corrections Department
300 West Alder Street
Walla Walla, WA 99362
Phone: 509-524-5441
kweber@co.walla-walla.wa.us
- C. Interest on unpaid balances not paid within 45 days of billing shall be computed at 1% of the unpaid balance per month, provided that an exception may be made by KCJ in the event of an unforeseen event beyond the control of the parties. In this event, Walla

Walla County will notify KCJ as soon as it possible of the situation.

- D. Withholding of any amount billed shall constitute a dispute to be resolved as follows:
- i) The Sheriff and Prosecuting Attorney of Kittitas County and the Director of Corrections and Prosecuting Attorney for Walla Walla County or their designees shall attempt to resolve the dispute by negotiation. Negotiation meetings may be conducted once per quarter, meeting in the months of January, April, July, and October if requested. If negotiations are unsuccessful, the dispute shall be referred to the Chairs of the Kittitas and Walla Walla County legislative bodies for settlement. If not resolved by them within thirty (30) days of referral, the Chairs of the respective Boards of County Commissioners may, by mutual written consent, apply to the Kittitas County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay their own costs, expenses and fees for arbitration or litigation. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.
 - ii) Any amount withheld from a billing, plus interest thereon as set forth in Sec IX (B) determined owed to Kittitas County pursuant to the billing dispute resolution procedure described above shall be paid by Walla Walla County within thirty (30) days of the negotiated resolution, arbitrator's decision, or court finding.
- E. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the amount shall be applied to the next quarter and subsequent quarter's payments until the credit has been exhausted. Any unused credit, which exists at the termination of this agreement, shall be refunded within thirty (30) days of the date of termination.
- F. Billing Statements. The County shall provide a billing statement each quarter in accordance with section IX (A).
- G. Unpaid balances over 60 days in arrears may result in cancellation of access to KCJ for booking of Walla Walla Prisoners.
- H. Upon cancellation or expiration of this agreement, all Walla Walla Prisoners shall be taken into Walla Walla County's custody on or before the effective date.

X. Termination

- A. Termination for Material Breach. In the event either party believes the other party has materially breached any obligations under this agreement, such party shall so notify the breaching party in writing, stating the basis upon which breach is claimed and the

specific provisions of this agreement claimed to have been violated. The breaching party shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the thirty (30) days, the non-breaching party shall have the right to terminate this agreement by providing ninety (90) days prior written notice to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090. The ninety-day notice shall state the grounds for termination and the specific plan for accommodating the affected jail population.

- B. Termination by Mutual Agreement. This Agreement may be terminated by written notice from either party to the other party and to Washington State Office of Financial Management, as provided in RCW 70.48.090, stating the grounds for said termination and specifying plans for accommodating the affected inmates. The notice must be delivered by regular mail to the contact persons identified in Section IV herein. Termination shall become effective ninety (90) working days after receipt of such notice.
- C. Removal of Inmates Following Notice of Termination. Within the ninety (90) day notice period set forth in subsection A or B above, or within such other period of time as may be agreed upon in writing by the parties, Walla Walla County agrees to remove its inmate(s) from Kittitas County Jail. In the event of termination of this agreement, Walla Walla County shall compensate the County for prisoners housed by KCJ after notice of such termination until Walla Walla County retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

XI. Responsibility for Offender's Custody

It shall be the responsibility of the County to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the prisoners' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the County, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require the County to provide services, treatment, facilities, or programs to Walla Walla Prisoners above, beyond or in addition to that which is required by applicable law.

XII. Right of Refusal

The County shall have the right to refuse to accept any prisoner from Walla Walla County

who, in the judgment of the County, has a current health condition which may adversely affect the safety of the individual or the safe operations of the Kittitas County Jail or will cause the reasonable operational capacity limits of KCJ to be reached or exceeded.

KCJ does not have the capability to house and care for inmates with serious medical or mental health diagnoses. Such inmates are not eligible to be incarcerated in KCJ. To ensure that such inmates are not presented to KCJ, all relevant records or other information of whatever nature in the possession of or known to Walla Walla County shall be provided to KCJ in advance. That information may be exchanged via phone call. KCJ shall secure such records in a manner consistent with applicable State and Federal law and destroy them promptly upon the decision to not accept such an inmate.

XIII. Indemnification

- A. Kittitas County shall defend, indemnify, and hold harmless Walla Walla County, its agents, employees, and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of Kittitas County, its agents, employees or officers. Such liability shall include but not be limited to, intentional acts, negligence, and violations of prisoner's constitutional rights.
- B. Walla Walla County shall defend, indemnify and hold harmless Kittitas County, its agents, employees and officers from any and all liability arising out of the performance of this agreement, whether by act or omission of Walla Walla County, its agents, employees, or officers. Such liability shall include, but is not limited to, false arrest and false imprisonment.
- C. The Parties' obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of the other Party, its agents, officers, employees or sub-consultants.
- D. The Parties' obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties or of the Parties and a third party other than an officer, agent or employee of the Parties, shall apply only to the extent of the negligence or willful misconduct of each Party.
- E. The parties agree to cooperate in defense of any and all claims made, of whatever nature, to the extent possible.
- F.

XIV. Entire Contract

This agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

XV. Modification

This agreement may be modified and amended only in writing and signed by the parties hereto.

XVI. Independent Contractor

In providing services under this Interlocal Agreement, Kittitas County is an independent contractor and neither it nor its officers, agents or employees are employees of Walla Walla County for any purpose, including but not limited to, responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Interlocal Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of Walla Walla County under any applicable law, rule, or regulation.

XVII. General Provisions:

- A. Purpose. The purpose of this Interlocal Agreement is to permit the joint use of the Kittitas County Jail for confinement of prisoners of the parties to the Interlocal Agreement, thereby promoting maximum use and efficiency of the Kittitas County Jail.
- B. Administrator. Pursuant to RCW 39.34.030(4)(a), the administrator for this agreement shall be the Superintendent of the Kittitas County Jail.
- C. Property. Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this Agreement shall remain the property of that party initially owning it.
- D. Venue. Venue for any lawsuit shall be determined pursuant to RCW 36.01.050.
- E. Filing. This Agreement shall be filed with the Kittitas County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.
- F. Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not

affect the remaining provisions.

- G. Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.
- H. Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.
- I. Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.
- J. Access to Records. The parties hereby agree that authorized representatives of the parties shall have access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of six years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings, or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the above and foregoing Interlocal Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

WALLA WALLA COUNTY:

Recommended for Approval:

Norris Gregoire Date

Approved as to form:

Prosecuting Attorney Date

Approved:

Accepted for Walla Walla County:

**COUNTY OF WALLA WALLA
BOARD OF COUNTY COMMISSIONERS**

Chairman

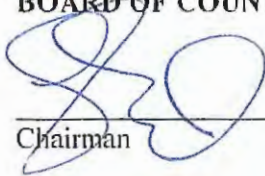
Vice-Chairman

Commissioner

Attest:

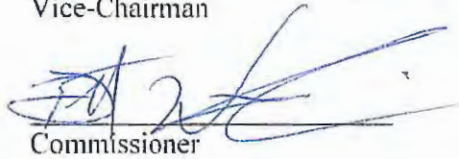
Clerk of the Board of Walla Walla County Commissioners

COUNTY OF KITTITAS
BOARD OF COUNTY COMMISSIONERS

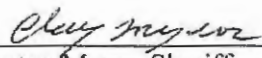

Chairman

ABSENT

Vice-Chairman

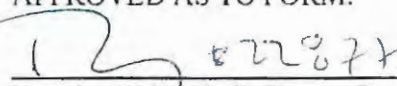

Commissioner

COUNTY OF KITTITAS
SHERIFF'S OFFICE


Clayton Myers, Sheriff



APPROVED AS TO FORM:


Douglas R. Mitchell, Deputy Prosecuting Attorney

- ☒ Clerk of the Board- Julie Kjorsvik
☐ Deputy Clerk of the Board- Mandy Buchholz

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
GRANT AGREEMENT F19-31219-470
BETWEEN THE WASHINGTON
STATE DEPARTMENT OF
COMMERCE, COMMUNITY
SERVICES AND HOUSING DIVISION,
OFFICE OF CRIME VICTIMS
ADVOCACY AND WALLA WALLA
COUNTY JUVENILE JUSTICE
CENTER FOR VOCA – VICTIMS OF
CHILD ABUSE AND NEGLECT
INITIATIVE

RESOLUTION NO. 22

WHEREAS, the State of Washington, Department of Commerce, has offered a grant to the Juvenile Justice Center Child to enhance the Walla Walla Child Advocate Program with an additional Volunteer Coordinator to expand the current capacity to serve abused and neglected children in our community; and

WHEREAS, the term of this Agreement for said services is for the 12 month period July 1, 2022, through June 30, 2023; in an amount not to exceed \$75,000.00; and

WHEREAS, the Walla Walla County Director of Corrections has reviewed said Agreement and recommends approval; and

WHEREAS, said Agreement was submitted to the County Prosecuting Attorney's office and Risk Manager for review and approval; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall grant the Director of Corrections authorization to sign Agreement (F19-31219-470).

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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*

FACE SHEET

Grant Number: F19-31219-470

**Washington State Department of Commerce
Community Services and Housing Division
Office of Crime Victims Advocacy
VOCA Victims of Child Abuse and Neglect Initiative**

1. Grantee Walla Walla, County Of JUVENILE JUSTICE CENTER WALLA WALLA WA 99362		2. Grantee Doing Business As (optional) Walla Walla County Juvenile Justice Center	
3. Grantee Representative Kati Brown CASA Program Supervisor klbrown@co.walla-walla.wa.us (509) 524-2801		4. COMMERCE Representative Jenna Osterman Program Coordinator Phone: (360) 725-2884 jenna.osterman@commerce.wa.gov PO Box 42525 98504-8304 1011 Plum Street SE Olympia WA 98501	
5. Grant Amount \$75,000.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date 07/01/2022
8. End Date 06/30/2023			
9. Federal Funds (as applicable) \$75000.00	Federal Agency: Department of Justice, Office for Victims of Crime	CFDA Number: 16.575	Indirect Rate (if applicable):
10. SWV # SWV0003171-00	11. UBI # 363006535	12. UEI # CTDRL57SJ7U5	
13. Grant Purpose To provide services to victims of child abuse and neglect.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment A – Scope of Work; Attachment B – Budget; Attachment C – Victims of Crime Act (VOCA) Program Rule; and Grantee's Application for funding.			
FOR GRANTEE _____ Signature Norrie Gregoire _____ Name Juvenile Court Administrator _____ Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

ATTACHMENT A

SCOPE OF WORK
VOCA Victims of Child Abuse and Neglect Initiative
07/01/2022 through 06/30/2023

Walla Walla County Juvenile Justice Center shall furnish goods and services necessary to accomplish the activities under the VOCA Victims of Child Abuse and Neglect Initiative grant funding during the grant period.

This Grant is not a benefit or entitlement to the Grantee. It is not to be used to acquire property or services for the federal government's direct benefit. The principle purpose of this Grant is to provide funding for Walla Walla County Juvenile Justice Center to accomplish a public purpose.

Funding from this Grant must be used to support the services outlined and approved in the VOCA Victims of Child Abuse and Neglect Initiative funding application.

DATA REQUIREMENTS

Grantees will submit quarterly reports on VOCA Victims of Child Abuse and Neglect Initiative activities to their grant manager.

Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter. Grantees will also submit semi-annual narrative reports on VOCA Victims of Child Abuse and Neglect Initiative activities.

DELIVERABLES

1. Reports – As described in Special Terms and Conditions
2. Vouchers – Must be submitted at least quarterly

PERFORMANCE MEASURES

Provision of the deliverables listed above will be measured using the following performance measures:

1. 90% of required reports will be submitted on time
2. 100% of required audits will be completed on time

BUDGET

Budget	Unassigned	Total
Salaries	\$47,904.00	\$47,904.00
Benefits	\$24,336.00	\$24,336.00
Goods and Services	\$2,760.00	\$2,760.00
Total	\$75,000.00	\$75,000.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Grantee and OCVA, including approval from the Grantee's signature authority and the relevant OCVA Section Manager.

Travel expenses incurred or paid by Grantee shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at <https://ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf>.

Any purchase over \$5,000 must be pre-approved by COMMERCE.

a) **Action Agenda Items:**

- 1) Executing a Small Works Contract for the Fuel System Upgrades

b) **Consent Agenda Items:**

- 1) Resolution – Approving FEMA Grant and PA Supplemental Contracting Signature Authority
- 2) Resolution – Signing a Local Agency Real Estate Professional Services Consultant Agreement for Seven Mile Bridge right of way acquisition services
- 3) Resolution – Reimbursable Agreement with the City of Walla Walla
- 4) Resolution – Setting a hearing to consider the Six (6) Year Transportation Improvement Program for Walla Walla County

c) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF FEMA GRANT
AND PA SUPPLEMENTAL
CONTRACTING SIGNATURE
AUTHORITY

}

RESOLUTION NO. **22**

WHEREAS, FEMA Grant and PA Supplemental Contracting allows for the purpose of obtaining federal and/or State Emergency or Major Disaster Assistance; and

WHEREAS, Walla Walla County Commissioners need to authorize an alternate representative for Walla Walla County for Disaster 4539-DR-WA (severe storms, flooding landslides and mudslides), for the purpose of obtaining assistance funds; and

WHEREAS, the Board of Walla Walla County Commissioners delegates alternate authority to execute all contracts, certify completion of projects, request payments and prepare all required documentation for funding requirements to the following individuals;

Tony Garcia Morales - Walla Walla County Public Works Director/County Engineer
Melissa Pike - Walla Walla County Public Works Chief Fiscal Office

Now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that said authority for FEMA Grant and PA Supplemental Contracting Signature Authority be authorized as stated above.

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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 SIGNING A
LOCAL AGENCY REAL ESTATE
PROFESSIONAL SERVICES
CONSULTANT AGREEMENT FOR
SEVEN MILE BRIDGE RIGHT OF WAY
ACQUISITION SERVICES

}

RESOLUTION NO. **22**

WHEREAS, the Public Works Department does not have the personnel available to provide right of way acquisition; and

WHEREAS, Epic Land Solutions, Inc. was selected to provide right of way services for Seven Mile Bridge project; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that do hereby enter into said Local Agency Real Estate Professional Services Consultant Agreement with Epic Land Solutions, Inc. for right of way services and the Chair of the Board shall sign same in the name of the Board.

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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 A REQUEST FOR
REIMBURSABLE WORK WITH THE
CITY OF WALLA WALLA

}

RESOLUTION NO. **22**

WHEREAS, the County has planned a road project in the vicinity of Abbott Road (MP 0.25 to MP 0.50), between the intersections of Fern Avenue and Scarpelli Drive; and

WHEREAS, the City has various water distribution utility features located along Abbott Road under a franchise agreement that specifies the City as the responsible party for any necessary utility relocation; and

WHEREAS, it would be in the public's best interests if the improvements to the City's water system were completed as part of the Abbott Road (MP 0.25 to MP 0.50) improvement project; and

WHEREAS, the parties have agreed to combine the project work and enter into an agreement for the reimbursement of City related projects costs to the County, now therefore;

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

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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 SETTING A
HEARING DATE TO CONSIDER THE
SIX (6) 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 program for the ensuing six calendar years, now therefore,

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners that a hearing to consider adopting the 2023 to 2028 Walla Walla County Six Year Transportation Improvement Program be set for 1:30 p.m., Monday, August 1, 2022 in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington. Those participating at said hearing may testify for or against the proposed application. Remote Public Participation and testimony will be allowed via Webex and telephone (see call-in information below). Written testimony, which will be made a part of the record, may be sent to: Walla Walla County Commissioners, P.O. Box 1506, Walla Walla, WA 99362.

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

Meeting link:

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

Passed this 11th day of July, 2022 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

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: 6 July 2022

Re: Director's Report for the Week of 4 July 2022

Board Action: 11 July 2022

Consent Agenda Items:

In the Matter of FEMA Grant and PA Supplemental Contracting Signature Authority

In the Matter of Signing a Local Agency Real Estate Professional Services Consultant Agreement for Seven Mile Bridge Right of Way Acquisition Services

In the Matter of a Reimbursable Agreement with the City of Walla Walla

In the Matter of Setting a Hearing Date to Consider the Six (6) Year Transportation Improvement Program for Walla Walla County

Action Agenda Items:

In the Matter of Executing a Small Works Contract for the Fuel System Upgrades

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: Contractor is working on clearing and grubbing.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Contractor is paving roadway
- Fishhook Park Road: Working on project design.
- Wallula/Gose Street: Working on plan set and final right of way acquisition.
- Abbott Road Sidewalk: Project is out on advertisement.

MAINTENANCE/FLEET MANAGEMENT:

- North Crew – Repairing Donnelly Road, ditching, and brooming recent chip seal roads.
- South Crew – Reser shoulder work and repairing Russell Creek Road.
- Vegetation & Signs – Sign maintenance, brush work, and started paint striping recent chip sealed roads.
- Garage – Routine maintenance and repairs.
- Miscellaneous: Working on Department of Natural Resources (DNR) paperwork for the reclamation of the Greenville Quarry. Also working on the mid-year ER&R rates and the HVAC upgrades.

ADMINISTRATION:

- Conducted weekly: Staff, Road Ops, and Engineering meetings.
- Conducted monthly Finance Review meeting.
- Attended our Fuel System Upgrades Pre-Construction meeting.
- Attended the Benton Franklin Council of Governments (BFCG) July Technical Advisory Committee (TAC) Meeting.
- Working on our 2023 Department Budget.

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Execute Memorandum of Understanding between Walla Walla County and Teamsters Local Union No. 839 representing Walla Walla County Corrections
- d) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

2:00 PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

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.