

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, NOVEMBER 14, 2022**

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

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

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

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

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

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

**Chairman Kimball**

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

- a) Roll call and establish a quorum
- b) Silence cell phones
- c) Approval of agenda
- d) Declarations re: conflict of interest
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- h) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners' proceedings for November 7 and 8, 2022
  - 2) Resolution – Setting a hearing date to consider adoption of the 2023 Walla Walla County Property Tax Levies
  - 3) Resolution – Adopting central services simplified indirect cost allocation plan for year ended December 31, 2021 – Fiscal year 2023
  - 4) Resolution – Setting a date of public hearing to consider amendments to the 2022 Walla Walla County Budget
  - 5) Payroll action and other forms requiring Board approval
- i) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_; \_\_\_\_\_ through \_\_\_\_\_ totaling \_\_\_\_\_ (travel)
  - 2) Resolution – Approving out of state travel for Fair Board Members (Nevada)
  - 3) Authorizing Vice Chair to sign Operating Agreement between Walla Walla Fair and Frontier Days and the Frontier Days Foundation
  - 4) Authorize Chairman to sign Interagency Reimbursement Agreement Amendment 1 between Washington State Administrative Office of the Courts and Walla Walla County

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

IN THE MATTER OF SETTING A  
HEARING DATE TO CONSIDER  
ADOPTION OF THE 2023 WALLA  
WALLA COUNTY PROPERTY  
TAX LEVIES



**RESOLUTION NO. 22**

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that, pursuant to RCW 84.52.070 a public hearing to consider adoption of the 2023 Walla Walla County property tax levies shall be set for Monday, November 28, 2022, at the hour of 1:15 p.m., or as close thereto as possible, in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla. Remote public participation and testimony will be allowed via Webex and telephone.

**WHEREAS**, the public may participate in the hearing in person or by attending through the following options:

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

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

**BE IT FURTHER RESOLVED** that copies of said levies shall be available from the office of the Walla Walla County Auditor or the county website.

*Passed this 14<sup>th</sup> day of November, 2022 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

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

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

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

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

IN THE MATTER OF ADOPTING  
CENTRAL SERVICES SIMPLIFIED  
INDIRECT COST ALLOCATION  
PLAN FOR YEAR ENDED  
DECEMBER 31, 2021 – FISCAL  
YEAR 2023

RESOLUTION NO. **22**

**WHEREAS**, Walla Walla County receives Federal Grant Dollars; and

**WHEREAS**, according to the United States Office of Management & Budget, 2 CFR Part 200, Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), Walla Walla County needs to adopt a Central Services Simplified Indirect Cost Allocation Plan; and

**WHEREAS**, the County Auditor has determined the Indirect Cost Rate to be 12.17%, based on the fair and equitable distribution base of direct salaries & wages of each department/fund; and

**WHEREAS**, the County Auditor has certified the Indirect Cost Rate of 11.67%; a reduction from the actual calculation to allow for a margin of error; and

**WHEREAS**, the attached documentation shows the calculations of the Indirect Cost Plan for Walla Walla County as per the requirements for 2 CFR Part 200, Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance); now therefore

**BE IT HEREBY RESOLVED** that the Board of County Commissioners adopts the Indirect Cost Rate for Walla Walla County at 11.67%, based on the fair and equitable distribution base of direct salaries & wages, for federal grant reimbursement as certified by the County Auditor, effective January 1, 2023.

*Passed this 14<sup>th</sup> day of **November, 2022** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

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

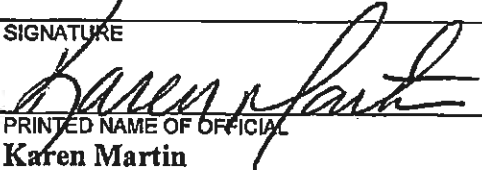
\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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



## Certificate of Indirect Costs

**Walla Walla County**  
NAME OF SUBRECIPIENT

CONTACT'S NAME <b>Karen Martin</b>	
CONTACT'S TELEPHONE NUMBER (INCLUDE AREA CODE) <b>509-524-2550</b>	CONTACT'S EMAIL ADDRESS <b>kmmartin@co.walla-walla.wa.us</b>
INDIRECT COST PROPOSAL RATE <b>11.67%</b>	TIME PERIOD THE RATE COVERS FROM <b>01/01/23</b> TO <b>12/31/23</b>
<p>This is to certify that I have reviewed the indirect cost rate submitted with this contract and to the best of my knowledge and belief:</p> <ol style="list-style-type: none"><li>1. All costs included in this rate proposal (date) <u>01/01/23</u> to establish billing or final indirect costs rates for (period covered by rate) <u>01/01/23-12/31/23</u> are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR 200, Subpart E, "Cost Principles." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.</li><li>2. All costs included in this proposal are properly allocated to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.</li></ol> <p>I declare that the foregoing is true and correct.</p>	
SIGNATURE 	DATE OF EXECUTION <b>11/4/22</b>
PRINTED NAME OF OFFICIAL <b>Karen Martin</b>	TITLE <b>County Auditor</b>

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

<u>Identifiable Indirect Costs</u>	\$2,047,268	Indirect Cost Rate	12.17%
Direct Salaries & Wages	\$16,821,355		
Less error margin			0.50%
<b>INDIRECT COST ALLOCATION RATE FOR WALLA WALLA COUNTY</b>			<b>11.67%</b>

**WALLA WALLA COUNTY**  
**CERTIFICATE OF COST ALLOCATION PLAN**

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal (actual costs the year ended December 31, 2021) are to establish cost allocations or billings starting January 1, 2023, are allowable in accordance with the requirements of 2 CFR Part 200, "Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards" and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to Federal awards based on a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: Walla Walla County, WA

Signature: 

Name of Official: Karen Martin

Title: Walla Walla County Auditor

Date of Execution: January 1, 2023

The 2022 rate approved is 11.67%

**WALLA WALLA COUNTY**  
**SIMPLIFIED INDIRECT COST ALLOCATION PLAN**  
**For the Year Ended December 31, 2021**  
**Fiscal Year 2023**

Walla Walla County has opted to adopt a simplified Central Services Indirect Cost Allocation Plan in order to comply with federal regulations, 2 CFR Part 200, "Uniform Administration Requirements, Cost Principles and Audit Requirements for Federal Awards".

This Central Services Indirect Cost Plan is for accounting, human resources, facilities operating and maintenance costs, general fund depreciation allowance, and other general and administrative expenses. This is a process whereby these central services costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. This central service cost allocation plan provides that process and is fair and equitable.

This central services plan uses actual expenditures for the year 2021 and direct salary and wages for the year 2021. The expenditures for the year ended December 31, 2021, used in this plan have been audited by the State Auditor's Office. Direct salaries and wages were used as the base to which indirect costs were allocated.

The departments are separated into two categories: Indirect Functions that Provide Services to the Service Providing Units and Departments that provide Direct Services to the Citizens of the County. The Indirect functions are departments that provide Central Services to each County Department. The other Departments provide services directly to the citizens. Those departments may have some indirect costs.

**Indirect Functions**

**Auditor – Accounting**

The accounting division is responsible for the budgeting, accounting, and auditing for the county. The total Auditor's accounting division actual expenses for 2021 were \$348,575. Included in the 2021 accounting expenses is 16.67% of the County Auditor's salary. The Auditor is responsible for 5 sub-departments: accounting, recording, vehicle licensing, elections and voter registration. The Auditor would be responsible for 20% of their time for administration of the accounting department. Since 50% of the Auditor's salary is charged directly to elections and voter registration, the result is only 16.67% charged to the accounting division. The accounting division issues warrants on behalf of the junior taxing districts and maintains accounting reports for the expenditures made by these districts during the year. 2021 Expenditures for junior taxing districts were \$15,106,910, 19.43% of \$77,756,082 total expenditures. The 19.43% was used to figure the costs unallowable. There were no unallowable costs for capital outlay purchased in 2021 for the accounting division.

Total Expenditures	\$348,575
Less: Cost not allowed/excluded	<u>-67,723</u>
Total Included Costs	\$280,852

### Facilities Maintenance

The Facilities Maintenance department provides maintenance and janitorial services to the county buildings. There were no capital outlay expenses in 2021 in this department. Total included allowable costs were \$857,061. There were no unallowable costs for capital outlay purchases in 2021 for the Facilities Maintenance department.

Total Expenditures	\$857,061
Less: Cost not allowed/excluded	<u>0</u>
Total Included Costs	\$857,061

### Treasurer – Other than investment

The County Treasurer is responsible for the collection of taxes, receipting of all money from all departments/funds, investments, and the redemption of all county warrants. The total Treasurer's office actual expenses for 2021 were \$467,488. The County Treasurer handles 90% of the investing duties. Investing duties normally average 2-3 days per month. 85% of the County Treasurer's salary is charged to the general fund and 15% is charged directly to the investment pool fund. Therefore, for the investing duties, 15% of the Treasurer's salary charged to the general fund is shown under Treasurer – Investing in the Departments that provide Direct Services category. The County Treasurer's office redeems the warrants and collects taxes on behalf of the junior taxing districts. As mentioned in Auditor- Accounting division, the same 22.80% was used to figure costs unallowable.

Total Expenditures	\$467,488
Less: Cost not allowed/excluded	<u>- 90826</u>
Total Included Costs	\$376,662

### Building and Equipment Depreciation

Capital assets are defined by the County as assets with an initial, individual cost of more than \$1,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Costs for additions or improvements to capital assets are capitalized when they increase the effectiveness or efficiency of the asset. The costs of normal maintenance and repairs are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation costs for buildings were based on the original costs of the buildings and the cost of improvements. A 3% use allowance was included for general fund buildings acquired less than 30 years ago for a total of \$307,739.

Equipment of the primary government is depreciated using the straight-line method over their estimated useful lives of 5 – 20 years. The total general fund equipment depreciation for 2021 was \$107,822.

### Miscellaneous

The total miscellaneous expenses for 2021 were \$112,608. Included costs are payments made by the general fund for insurance for a total of \$516, labor negotiator services for a total of \$20,979, and state auditor costs of \$91,113.



### Commissioners - Personnel Department

The Personnel Department administers various programs involving recruitment, compensation, benefits, collective bargaining, and personnel policy. The salary and benefits for the Human Resources Risk Manager and Human Resources Coordinator are the only expenses included in the indirect costs, the total for 2021 was \$154,340.

### Current Expense Building

Expenditures for the maintenance and repair of current expense buildings are included in the current expense building fund. The total expenses for 2021 were \$77,637. The excludable costs for principal and interest payments on loans were \$-0-. There were unallowable costs of \$0 for capitalized improvements. The total amount of allowable included costs was \$77,637.

### Internal Service Funds

Internal service funds account for Equipment Rental and Revolving, Risk Management, County Unemployment Compensation, Technology Services, and Technology Services Reserve provided to other departments or funds of the county, or to other governmental units, on a cost reimbursement basis. The costs of services are direct charged to the using departments during the year and the net income (loss) for the funds was included in the Indirect Cost Pool.

### **Central Services Indirect Cost Calculation**

The total county indirect costs are \$2,047,268. The County elects to use the simplified method for the rate computation based upon salaries and wages. The total County indirect costs divided by direct wages. The direct salaries and wages paid in 2021 were \$16,821,355. The resulting indirect cost rate is 12.17% of total direct salaries and wages. The rate was reduced to 11.67% to provide a margin for possible errors in the various direct and indirect cost pools.

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN**  
**WALLA WALLA COUNTY**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

INDIRECT FUNCTIONS THAT PROVIDE SERVICES TO THE SERVICE PROVIDING UNITS	TOTAL COSTS	COSTS NOT ALLOWED/ EXCLUDED	INDIRECT COSTS	DIRECT WAGES & SALARIES	ALL OTHER DIRECT COSTS
Auditor Accounting	\$348,575	\$67,723	\$280,852		
Facilities Maintenance All Units	\$857,061		\$857,061		
Treasurer Other than investment	\$467,488	\$90,826	\$376,662		
Building Depreciation Allowance	\$307,739		\$307,739		
Equipment Depreciation Allowance	\$107,822		\$107,822		
01020 Commissioners - Personnel Dept All Units	\$154,340		\$154,340		
Commissioners - Public Records Office All Units	\$0		\$0		
Insurance All Units	\$516		\$516		
Labor Negotiator All Units	\$20,979		\$20,979		
03200 State Examiner All Units	\$91,113		\$91,113		
301 Current Expense Bldg	\$77,637		\$77,637		
Equipment Rental & Revolving	\$2,957,454	\$3,359,129	(\$401,675)		
Risk Management	\$768,063	\$654,912	\$113,151		
County Unemployment Compensation	\$10,574	\$10,574	\$0		
Central Services	\$1,137,144	\$1,297,242	(\$160,099)		
Central Services Cap Fund	\$210,299	(\$10,871)	\$221,170		
 SUBTOTALS	 \$7,516,804	 \$5,469,536	 \$2,047,268	 \$0	 \$0

Note: The indirect costs for the HR Risk Manager and HR Coordinator are the salaries plus benefits only. These costs are deducted from the Commissioners department on the expense status report.

Personnel Dept	\$154,340
Labor Negotiator	\$20,979
Public Records Officer	\$0
Commissioner	<u>\$605,848</u>
Total Per Expense Status Reports	<u>\$781,166</u>

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

DEPARTMENTS PROVIDING DIRECT SERVICES TO THE CITIZENS OF THE COUNTY		TOTAL COSTS	COSTS NOT ALLOWED/ EXCLUDED	INDIRECT COSTS	DIRECT WAGES & SALARIES	ALL OTHER DIRECT COSTS
<b>CURRENT EXPENSE</b>						
Agriculturist	All Units	\$186,395			\$80,877	\$105,518
Alcoholic Treatment	All Units	\$1,915			\$0	\$1,915
Assessor	All Units	\$1,103,398			\$672,085	\$431,333
Auditor	Recording/Licensing	\$180,104			\$103,381	\$76,723
Elections	All Units	\$330,224			\$110,752	\$219,472
Voter Registration	All Units	\$153,485			\$92,011	\$61,474
Licensing	All Units	\$295,570			\$176,157	\$119,413
Board of Equalization	All Units	\$25,106			\$16,788	\$8,319
Boundary Review	All Units	\$0			\$0	\$0
Civil Service	All Units	\$6,915			\$3,295	\$3,620
Clerk	All Units	\$706,374	\$10,585.41		\$446,502	\$249,287
Commissioners	All Units	\$605,848			\$358,146	\$247,702
Commissioners - Misc	All Units	\$0			\$0	\$0
Burn Control	All Units	\$102,570			\$0	\$102,570
Coroner	All Units	\$191,463			\$94,474	\$96,989
District Court	All Units	\$1,052,194	\$12,789.27		\$700,687	\$338,718
Hort Board	All Units	\$4,768			\$3,419	\$1,349
Indigent Legal Services	All Units	\$1,020,181			\$0	\$1,020,181
Law Library	All Units	\$21,399			\$4,151	\$17,249
Miscellaneous	All Units	\$1,735,097	\$12,953.66			\$1,722,143
Prosecuting Attorney	All Units	\$1,491,828			\$1,031,186	\$460,642
Sheriff - Admin	All Units	\$677,237			\$458,762	\$218,475
Sheriff - Patrol Admin	All Units	\$275,166			\$214,218	\$60,948
Sheriff - Investigation	All Units	\$615,577			\$431,097	\$184,480
Sheriff - Patrol	All Units	\$1,618,678	\$45,935.26		\$1,004,635	\$568,108
Sheriff - Special Units	All Units	\$0			\$0	\$0
Sheriff - Safe Boating Program	All Units	\$9,132	\$0.00		\$7,575	\$1,557
Sheriff - Training	All Units	\$53,718			\$0	\$53,718
Sheriff - Reserve Deputy	All Units	\$0			\$0	\$0
Sheriff - Canine	All Units	\$1,673			\$0	\$1,673
Sheriff - Search & Rescue	All Units	\$470			\$0	\$470
Corrections - (Jail)	All Units	\$2,557,005	\$0.00		\$1,329,881	\$1,227,124
Superior Court	All Units	\$870,059	\$8,589.67		\$383,374	\$478,095
Courthouse Facilitator	All Units	\$15,000			\$0	\$15,000
Treasurer- Investing	All Units	\$22,644			\$10,678	\$11,966

SPECIAL REVENUE FUNDS

Community Development	\$989,386		\$575,750	\$413,637
Waste Manangement	\$9,523		\$6,045	\$3,478
Emergency Management	\$271,815	\$24,176	\$135,993	\$111,646
Sheriff's Block Grant	\$0		\$0	\$0
Hote/Motel Tax	\$272,369		\$0	\$272,369
Juvenile Justice	\$1,939,305	\$0	\$1,073,804	\$865,500
Law & Justice	\$2,824,153	\$16,398	\$1,505,828	\$1,301,927
Auditor's O & M	\$79,065		\$16,582	\$62,483
Treasurer's O & M	\$23,847		\$14,113	\$9,734
Pros Victim Witness	\$93,343		\$56,203	\$37,140
Public Health	\$7,285,113	\$92,370	\$1,654,157	\$5,538,586
County Road	\$11,586,356	\$3,623,903	\$2,486,107	\$5,476,346
Walla Walla fair	\$1,660,227	\$104,749	\$268,020	\$1,287,458
Human Services	\$1,380,784		\$139,301	\$1,241,483
County Mental Health .01%	\$976,991		\$225,837	\$751,154
Soldier's Relief	\$59,096		\$0	\$59,096
Pros Child Support	\$150,061		\$80,807	\$69,255
Fairgrounds Properties	\$12,343		\$4,217	\$8,125
Youth Special Services	\$287,526		\$186,596	\$100,930
Mill Creek Flood Control	\$31,617		\$9,741	\$21,876
Stormwater Mgmt Utility Dist	\$245,951		\$96,164	\$149,787
Noxious Weeds	\$19,017		\$14,097	\$4,921
Election Equipment Res	\$123,213	\$5,798	\$0	\$117,415
REET Electronic Technology	\$1,908		\$0	\$1,908
Trial Court Improvement Fund	\$223,432		\$149,497	\$73,935
Current Exp - Retirement Fund	\$33,812		\$0	\$33,812
Sup Court & Indigent Defense Emerg	\$105,837		\$0	\$105,837
Emergency Medical Services	\$208,438		\$109,371	\$99,067
EMS Taxes	\$3,538,060		\$0	\$3,538,060
911	\$701,536		\$0	\$701,536
Public Fac Improv Fund	\$655,000		\$0	\$655,000
Community Outreach	\$169		\$0	\$169
Investment Pool	\$64,481		\$20,187	\$44,294
CE Medical Insurance Reserve	\$0			\$0
LEOFF 1	\$0			\$0
County Treasurer Service Fund	\$0		\$0	\$0
Low Income Housing	\$52,596		\$0	\$52,596
Homeless Housing	\$362,882		\$17,791	\$345,091
Affordable Housing	\$0			\$0
CARES Funding	\$0	\$0	\$0	\$0
ARPA Funding	\$2,855,302	\$5,798	\$207,526	\$2,641,979
Jail Inmate Welfare	\$46,428		\$27,780	\$18,648
Reward	\$0		\$0	\$0
DARE	\$0		\$0	\$0
Boating Safety	\$7,952		\$5,731	\$2,221
Sheriff's Drug Investigative Fund	\$1,843		\$0	\$1,843

Schedule A  
Cost Pools

Juvenile Detention Debt Serv

\$0

\$0

Schedule A  
Cost Pools

**CAPITAL PROJECTS**

Law & Justice Bldg	\$268,757	\$189,702	\$0	\$79,055
Juvenile Detention Bldg	\$0		\$0	\$0
Fairgrounds Bldg	\$0		\$0	\$0
Public Communications Bldg	\$1,829		\$0	\$1,829
Capital Improvements	\$165,373		\$0	\$165,373
CE Vehicle	\$0		\$0	\$0
Human Service Capital Projects	\$0		\$0	\$0

<b>TOTALS</b>	<b>\$63,064,734</b>	<b>\$9,623,283</b>	<b>\$2,047,268</b>	<b>\$16,821,354.53</b>	<b>\$34,572,829</b>
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**Reconciliation To Expenditure Report By Fund/Object:**

Total Expenditures Reported	\$62,649,172	Total Sch 1 Exp	\$126,288,670.92
Depreciation Not On Expenditure Report: Building	\$307,739.27	Minus Tsfs	\$3,403,782.41
Equipment	\$107,821.96	Minus EFB	\$60,235,716.08
		Minus JDDS	
		Minus PPA	\$0.00
	<u>\$63,064,734</u>		

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**Pro-ration of County Auditor's Office**

Because there were no time records for the Auditor's salary, it has been divided equally between auto licensing, document recording and accounting. This is a more liberal pro-ration than actual, due to the fact 50% of the Auditor's salary is directly charged to elections and voter registration. The end result is that only 16.67% of the Auditor's salary is charged to accounting.

Walla Walla County Share of Expenditures	80.57%
Junior Taxing District Share of Expenditures	19.43%

	TOTAL	AUTO LIC	RECORDING	ACCOUNTING
<b>Salaries:</b>				
Auditor - 6 mos	\$41,873.44	\$13,957.81	\$13,957.81	\$13,957.81
Chief Deputy	\$66,997.56	\$16,749.39		\$50,248.17
Recording Coord	\$51,390.00		\$51,390.00	
Accounting Tech	\$0.00			\$0.00
OA 2 - Lic Clerk	\$0.00	\$0.00		
Recording Coord	\$7,326.24		\$7,326.24	
Chief Finance Manager	\$88,068.90			\$88,068.90
Assistant Finance Manage	\$50,428.37			\$50,428.37
OA 2 - Lic Clerk	\$0.00	\$0.00		
OA 2 - Lic Clerk	\$0.00	\$0.00		
OA 2 - Lic Clerk	\$0.00	\$0.00		
Overtime	\$4,390.79			\$4,390.79
<b>Total Salaries</b>	<b>\$310,475.30</b>	<b>\$30,707.20</b>	<b>\$72,674.05</b>	<b>\$207,094.04</b>
		10%	23%	67%
<b>Benefits:</b>				
Medical-Dental-Life	\$72,379.49	\$7,158.61	\$16,942.12	\$48,278.76
Social Security	\$23,599.21	\$2,334.05	\$5,523.95	\$15,741.21
Retirement	\$33,843.75	\$3,347.28	\$7,921.93	\$22,574.55
Industrial Insurance	\$1,010.04	\$99.90	\$236.42	\$673.72
State Paid Med Leave	\$476.49	\$47.13	\$111.53	\$317.83
<b>Total Benefits</b>	<b>\$131,308.98</b>	<b>\$12,986.96</b>	<b>\$30,735.96</b>	<b>\$87,586.06</b>
<b>Other Costs:</b>				
Supplies	\$7,401.68		\$3,700.84	\$3,700.84
Professional Services	\$54,827.91	\$5,422.69	\$12,833.76	\$36,571.46
Communications	\$12,315.23	\$1,218.02	\$2,882.67	\$8,214.54
Postage for Lic Plates	\$0.00	\$0.00		
Travel	\$0.00	\$0.00	\$0.00	\$0.00

Advertising	\$292.03			\$292.03
Operating Rentals	\$388.00	\$38.37	\$90.82	\$258.80
Repairs & Maint	\$5,812.60	\$574.89	\$1,360.58	\$3,877.14
Misc	\$1,469.50	\$145.34	\$343.97	\$980.19
Workfirst Reimb	\$0.00	\$0.00		
Dues & Memberships	\$300.00		\$300.00	
Small Tools & Minor Equip	\$0.00		\$0.00	
Major Equipment	\$4,088.11		\$4,088.11	
<b>Total Other Costs</b>	<b>\$86,895.06</b>	<b>\$7,399.32</b>	<b>\$25,600.75</b>	<b>\$53,894.99</b>
<b>Total Costs</b>	<b>\$528,679.34</b>	<b>\$51,093.49</b>	<b>\$129,010.76</b>	<b>\$348,575.09</b>
<b>Pro-ration:</b>	<b>Indirect Costs 80.57%</b>	<b>Not Allowable 19.43%</b>	<b>Direct Costs</b>	<b>Total</b>
Auto Licensing			\$30,707.20	\$30,707.20
Recording			\$72,674.05	\$72,674.05
Accounting	\$166,858.59	\$40,235.45		\$207,094.04
<b>Total</b>	<b>\$166,858.59</b>	<b>\$40,235.45</b>	<b>\$103,381.26</b>	<b>\$310,475.30</b>
<b>Benefits</b>	<b>\$70,569.32</b>	<b>\$17,016.74</b>	<b>\$43,722.92</b>	<b>\$131,308.98</b>
<b>Other Costs</b>	<b>\$43,423.96</b>	<b>\$10,471.04</b>	<b>\$33,000.07</b>	<b>\$86,895.06</b>
<b>Other Cost Not Allowed</b>		<b>\$0.00</b>		<b>\$0.00</b>
	<b>\$280,851.87</b>	<b>\$67,723.22</b>	<b>\$180,104.25</b>	<b>\$528,679.34</b>

**NOTES:** Benefits and other costs were allocated based on the wages/salaries ratio



**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**Pro-ration of County Treasurer's Office**

All employees do all tasks in the office, including but not limited to, receipting in money, redeeming warrants, and investing residual cash for the departments and Junior Taxing Districts.

Note: The Treasurer handles 90% of the investing duties, for these duties and other "not allowed" duties, 15% of the Treasurer salary was designated "other not allowed". This is adequate in that investing duties normally average 2-3 days per month. 15% of Treasurers salary is paid directly out of Investment Pool as of 2014.

Walla Walla County Share of Expenditures	80.57%
Junior Taxing District Share of Expenditures	19.43%

	TOTAL	WALLA WALLA COUNTY	NOT ALLOWED JUNIOR TAXING DISTRICTS	OTHER NOT ALLOWED
<b>Salaries:</b>				
Treasurer	\$71,184.96	\$48,751.52	\$11,755.70	\$10,677.74
Chief Deputy	\$63,647.63	\$51,281.79	\$12,365.84	
Finance Specialist	\$38,470.80	\$30,996.47	\$7,474.33	
OA 2 - Seg Deputy	\$0.00	\$0.00	\$0.00	
Admin Sec	\$0.00	\$0.00	\$0.00	
Account Tech II	\$38,790.00	\$31,253.65	\$7,536.35	
Account Tech I	\$31,635.68	\$25,489.31	\$6,146.37	
Foreclosure/Coll Deputy	\$14,113.15	\$11,371.16	\$2,741.99	
Office Assistant I	\$18,887.35	\$15,217.80	\$3,669.55	
Extra Labor	\$0.00	\$0.00	\$0.00	
 Total Salaries	 \$276,729.57	 \$214,361.71	 \$51,690.12	 \$10,677.74
		77%	19%	4%
<b>Benefits:</b>				
Medical-Dental-Life	\$74,108.32	\$57,406.18	\$13,842.64	\$2,859.51
Social Security	\$21,194.58	\$16,417.86	\$3,958.92	\$817.80
Retirement	\$32,242.70	\$24,976.01	\$6,022.59	\$1,244.10
Industrial Insurance	\$1,131.81	\$876.73	\$211.41	\$43.67
State Pd Medical	\$405.99	\$314.49	\$75.83	\$15.67
 Total Benefits	 \$129,083.40	 \$99,991.26	 \$24,111.40	 \$4,980.75
<b>Other Costs:</b>				
Supplies	\$6,343.15	\$5,110.77	\$1,232.38	
Small Tools & Minor Eqp	\$1,018.15	\$820.34	\$197.81	
Professional Services	\$5,222.15	\$4,207.56	\$1,014.59	

Communications	\$12,629.60	\$10,175.85	\$2,453.75	
Travel	\$1,627.65	\$1,311.42	\$316.23	
Repairs & Maint	\$50,462.85	\$40,658.63	\$9,804.22	
Misc	\$30.00	\$24.17	\$5.83	
Dues & Memberships	\$2,419.08			\$2,419.08
Equipment	\$4,565.96			\$4,565.96
Total Other Costs	\$84,318.59	\$62,308.73	\$15,024.82	\$6,985.04
Total Costs	\$490,131.56	\$376,661.70	\$90,826.33	\$22,643.53

NOTES: Benefits were allocated based on the wages/salaries ratio

Other costs were allocated based on the share of expenditures ratio

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN**  
**WALLA WALLA COUNTY**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

**BUILDING DEPRECIATION**

Building	Year Acquired	Total Original Cost	Improvements	Total Currently Recorded Costs	Depreciation Method	Life	Annual Amount Allowed	Payor
County Service Bldg	1951	101,441		101,441		Depleted		Current Exp
County Serv Bldg Restor	2008		3,428,599	3,428,599	3% Allowance	30 Years	102,857.97	Current Exp
County Serv Bldg Door	2009		5,449	5,449	3% Allowance	30 Years	163.46	Current Exp
Old Jail	1906	32,017		32,017		Depleted		Current Exp
Storage Bldg	1981	40,000		40,000		Depleted		
District Court	1992	200,000		200,000	3% Allowance	30 Years	6,000.00	Current Exp
Courthouse	1916	154,545		154,545		Depleted		Current Exp
Courthouse Energy Retro	2007		2,242,536	2,242,536	3% Allowance	30 Years	67,276.08	Current Exp
Courthouse Fire Escape	2009		44,265	44,265	3% Allowance	30 Years	1,327.94	Current Exp
Law Library/Hall of Records	1891	30,171		30,171		Depleted		Current Exp
Law Library Restoration	2009		381,014	381,014	3% Allowance	30 Years	11,430.43	Current Exp
Walls in Treas Office	2011		6,302	6,302	3% Allowance	30 Years	189.06	
New Jail	1985	2,886,653		2,886,653		Depleted		Sheriff
Jail Expansion	2004	1,217,149		1,217,149	3% Allowance	30 Years	36,514.46	Sheriff
911 Service Ctr	1996	250,000		250,000	3% Allowance	30 Years	7,500.00	Current Exp
Juvenile Just Ctr	1997	2,749,849		2,749,849	3% Allowance	30 Years	82,495.47	Juv Just Ctr
Improv to HVAC	2007		2,268	2,268	3% Allowance	30 Years	68.03	Juv Just Ctr
Improv to AC Unit	2010		16,216	16,216	3% Allowance	30 Years	486.47	Juv Just Ctr
Juvenile Classroom	2015	171,661		171,661	3% Allowance	30 Years	5,149.84	Court Svcs
Duplex	2003	442,362		442,362	3% Allowance	30 Years	13,270.86	Human Svcs
Duplex	1992	69,900		69,900	3% Allowance	30 Years	2,097.00	Human Svcs
1 Family Dwelling	1994	146,850		146,850	3% Allowance	30 Years	4,405.50	Human Svcs
1 Family Dwelling	1992	66,900		66,900	3% Allowance	30 Years	2,007.00	Human Svcs
Comm Soc Serv Ctr	2010	2,498,205		2,498,205	3% Allowance	30 Years	74,946.15	Human Svcs
Extension Office	1966	17,000		17,000		Depleted		Current Exp
Pavilion Restoration	2008		913,650	913,650	3% Allowance	30 Years	27,409.51	Fairgrounds
Pavilion Kitchen	2010		5,228	5,228	3% Allowance	30 Years	156.84	Fairgrounds
Pavilion Kitchen	2011		21,299	21,299	3% Allowance	30 Years	638.97	Fairgrounds
Horse Barn #1 New Roof	2008		63,780	63,780	3% Allowance	30 Years	1,913.40	Fairgrounds
1 Family Dwelling	2005	83,000		83,000	3% Allowance	30 Years	2,490.00	Fairgrounds
Rental	1986	35,000		35,000		Depleted		Fairgrounds

Schedule D  
Building Depreciation

Rental	1977	19,500		19,500		Depleted		Fairgrounds
Rental	2000	46,942		46,942	3% Allowance	30 Years	1,408.26	Fairgrounds
Storage Bldg	1998	45,000		45,000	3% Allowance	30 Years	1,350.00	Fairgrounds
Improv to Main Office	2006		367	367	3% Allowance	30 Years	11.00	Fairgrounds
Electrical to campgrounds	2006		37,311	37,311	3% Allowance	30 Years	1,119.34	Fairgrounds
Electrical to Grounds	2007		113,323	113,323	3% Allowance	30 Years	3,399.69	Fairgrounds
Lot 5 Project	2010		59,994	59,994	3% Allowance	30 Years	1,799.82	Fairgrounds
Improv to PM Bldg	2006		378	378	3% Allowance	30 Years	11.35	Fairgrounds
Improv to Show Barn	2012		1,161	1,161	3% Allowance	30 Years	34.83	Fairgrounds
Gate 9 and Paddock Impr	2012		9,116	9,116	3% Allowance	30 Years	273.48	Fairgrounds
Pepsi Stage Improv	2012		37,594	37,594	3% Allowance	30 Years	1,127.82	Fairgrounds
Grandstand Steps Improv	2013		13,525	13,525	3% Allowance	30 Years	405.75	Fairgrounds
1 Family Dwelling	2007	136,000		136,000	3% Allowance	30 Years	4,080.00	Fairgrounds
Rental	2010	37,037		37,037	3% Allowance	30 Years	1,111.11	Fairgrounds
Rental	2011	87,872		87,872	3% Allowance	30 Years	2,636.16	Fairgrounds
Rental	2012	77,736		77,736	3% Allowance	30 Years	2,332.08	Fairgrounds
Rental	2018	83,215		83,215	3% Allowance	30 Years	2,496.45	Fairgrounds
Public Safety	2002	2,482,663		2,482,663	3% Allowance	30 Years	74,479.88	Current Exp
Public Service	1966	67,000		67,000		Depleted		1/3 Health; 2/3 CE
		14,275,668	7,403,374.85	21,679,043		Total	548,871.46	
						CE Only	307,739.27	

Schedule D  
Building Deprecation

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**EQUIPMENT DEPRECIATION**

**GENERAL FIXED ASSET ACCOUNT GROUP:**

Total Equipment & Vehicles	\$4,682,798
Less: Equip & Vehicles funded by grants	<u>(\$2,831,707)</u>
 Total Equipment & Vehicles to Depreciate	 \$1,851,091
 X Depreciation Rate	 <u>5.82%</u>
	 <u>\$107,822</u>

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

Accumulation of Inventory from Fund/Dept Inventory Worksheets

<u>Fund/ Dept</u>	<u>Description</u>	<u>2021 Balance</u>	<u>Current Depreciation</u>		
00100	Agriculturist	\$18,331	\$1,887.55		
00400	Assessor	\$76,305	\$4,872.91		
00500	Auditor	\$79,397	\$2,125.99		
00510	Elections	\$5,786	\$170.40		
00530	Vehicle Licensing	\$7,882	\$694.21		
00900	Clerk	\$37,418	\$3,676.92		
01000	Commissioners	\$50,884	\$1,721.32		
01200	Coroner	\$0			
10100	Planning	\$0			
01400	Court House	\$22,903	\$457.50		
01401	Facilities Maint Redeployment	\$4,561			
01600	District Court - WW	\$67,809	\$1,793.85		
01900	Emergency SVCS	\$1,457			
03100	Law Library	\$0			
3200	CE Misc	\$285,657	\$25,991.33		
3201	TS Redeployment	\$14,480	\$157.09		
03300	Prosecuting Attorney	\$16,291	\$1,191.55		
03400	Sheriff -admin	\$9,394	\$0.00		
03410	Sheriff - investigation	\$0	\$0.00		
03420	Sheriff - patrol	\$356,514	\$25,279.80		
3440	Sheriff - safe boating	\$1,879	\$375.71		
03450	Sheriff - training	\$8,251	\$708.51		
03460	Sheriff - facilities	\$83,991	\$4,135.99		
03480	Sheriff - communications	\$0	\$0.00		
03493	Sheriff - canine	\$12,384	\$1,102.50		
3499	Sheriff/Corrections	\$27,834	\$0.00		
3500	Corrections	\$89,803	\$9,837.57		
3510	Corrections-Kitchen	\$9,828	\$982.83		
03700	Superior Court	\$23,688	\$670.91		
03800	Treasurer	\$80,913	\$2,190.93		
10800	Law & Justice	\$444,415	\$16,492.98		
30100	Current Expense Bldg	\$8,036	\$803.61		
30600	Capital Improvements	\$5,000	\$500.00		
30700	CE Vehicle	\$0	\$0.00	\$1,851,091	\$107,821.96
Grant Funded:					
10100	Community Development	\$16,678	1176.72		
10200	Waste Management	\$2,178	\$217.78		
10300	Emergency Management	\$55,599	\$4,905.61		
10400	Sheriff's BJA Grant	\$30,961	\$0.00		
10700	Juvenile Justice Center	\$150,465	\$8,703.90		
10900	Auditor's M&O	\$167,829	\$4,395.34		
11100	Pros Victim-Witness	\$0	\$0.00		
11200	Public Health	\$246,320	\$11,085.38		
11500	County Road	\$100,106	\$4,546.57		
11800	Walla Walla Frontier Days	\$274,675	\$8,620.19		

11900	Human Services	\$106,322		\$301.06	
12000	County Mental Hlth .01%	\$0		\$0.00	
12200	Pros Child Support	\$0		\$0.00	
12300	Fairground Properties	\$37,571		\$2,504.70	
12400	Youth Special Services	\$1,457		\$80.96	
12600	Mill Creek Flood Control	\$0		\$0.00	
13200	Election Equipment Reserve	\$165,098		\$11,997.95	
13500	Trial Court Improv Fund	\$7,846		\$0.00	
14600	Emergency Medical Services	\$11,261		\$0.00	
16300	Cares	\$1,074,709		\$168,857.67	
19000	Jail Inmate Welfare	\$0		\$0.00	
19200	DARE Program	\$0		\$0.00	
19400	Sheriff's Drug Investigative Fund	\$9,777		\$977.74	
30000	Law & Justice Bldg	\$347,642		\$13,877.86	
30300	Juvenile Detention Bldg	\$16,205		\$0.00	
30400	Fairgrounds Building	\$7,549		\$503.29	
61500	Sheriff Investigative Fund	\$1,458	\$2,831,707		242752.72
	Total	\$4,682,798	\$4,682,798	\$350,575	\$350,575

**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY**

**FOR THE YEAR ENDED DECEMBER 31, 2021**

**NON COUNTY PERCENTAGE**

	County	Non-County	Total
	Expenditures	Expenditures	Expenditures
	\$62,649,172	\$ 15,106,910	\$77,756,082
Share of Expenditures	80.57%	19.43%	100.00%

**Notes:**

1. The County Auditor and County Treasurer provide limited financial services to Non-County Taxing Districts. These districts are independent political units such as fire districts, sewer districts, water districts, and cemetery districts. The County Auditor issues warrants on behalf of these districts and maintains accounting books of record for the expenditures made by these districts during the year. The County Treasurer redeems the warrants and collects taxes on behalf of these districts.
2. When issuing warrants to vendors, the Auditor's Office combines County payments into a single payment that was sent to each vendor, but does not combine the Non County payments. Therefore, the number of warrants could not be used for allocating the costs of the Auditor's Office and the Treasurer's Office. As an alternative, total expenditures amounts were used to make the allocations.



**SIMPLIFIED INDIRECT COST ALLOCATION PLAN  
WALLA WALLA COUNTY  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**COST EXCLUSIONS**

**CURRENT EXPENSE BUILDING:**

COST INCLUDED AS CAPITAL OUTLAY & DEPRECIATED	\$0.00
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**EQUIPMENT RENTAL & REVOLVING:**

EXPENSES WERE PAID BY INTERFUND CONTRACTUAL FEES	\$3,359,129
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**RISK MANAGEMENT:**

EXPENSES WERE PAID BY INTERFUND PREMIUMS & FEES	\$654,912.11
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**COUNTY UNEMPLOYMENT COMPENSATION:**

EXPENSES WERE PAID BY INTERFUND PREMIUMS	\$10,574.18
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**CENTRAL SERVICES:**

EXPENSES WERE PAID BY INTERFUND CONTRACTUAL FEES	\$1,286,372
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**LAW & JUSTICE BUILDING:**

COST INCLUDED AS CAPITAL OUTLAY & DEPRECIATED	\$189,702
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**FAIRGROUNDS BUILDING:**

COST INCLUDED AS CAPITAL OUTLAY & DEPRECIATED	\$0
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**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, November 28, 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 115 – COUNTY ROAD**

Revenue	\$1,436,983.00
Expenditures	\$1,436,983.00

**FUND 503 – RISK MANAGEMENT**

Revenue	\$0
Expenditures	\$0

**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 14<sup>th</sup> day of November, 2022 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

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

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

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

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

IN THE MATTER OF  
APPROVING OUT OF STATE  
TRAVEL FOR FAIRGROUNDS  
MANAGER AND FAIR BOARD  
MEMBERS (NEVADA)

**RESOLUTION NO. 22**

**WHEREAS**, Fairgrounds Manager Greg Lybeck has requested out of state travel for Walla Walla Fair and Frontier Days Board of Directors and Committee members Darren Goble, Sandi Rowe, Bill Jordan, Charlie Barron, Kevin Smith, Sandy Goble, Nathan Rowe, Kathy Jordan, Tracy Barron and Chelsea Smith to attend the Professional Rodeo Cowboys Association (PRCA) Convention and Trade Show held in Las Vegas, Nevada, November 27 through December 4, 2022; and

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

**WHEREAS**, Mr. Lybeck has advised that no County funds will be used for associated travel costs; now therefore

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

**BE IT FURTHER RESOLVED** that additional time to travel to or from said event, if needed, is also approved.

*Passed this 14<sup>th</sup> day of **November, 2022** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

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

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

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

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

Date of Request 11.14.2022

<b>Employee Attending:</b> Darren Goble, Sandi Rowe, Bill Jordan, Charlie Barron, Kevin Smith, Sandy Goble, Nathen Rowe, Kathy Jordan, Tracy Barron, Chelsey Smith	<b>Estimate of Cost (Includes all costs even prepaid)</b>	
	<b>Transportation</b>	
	<input type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input type="checkbox"/> County Vehicle	\$
	<input type="checkbox"/> Private Vehicle _____ miles @ _____	\$
<b>Meeting/Training:</b> Start time/date: 11.28.22      End time/date: 12.1.22	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus	\$
<b>Location:</b> South Point Hotel City: Las Vegas      State: NV	<b>Lodging</b>	
<b>Title of Meeting/Training:</b> PRCA Natl. Convention (Attach agenda/training brochure)	_____ night(s) @ \$	\$
<b>Departure Date:</b> 11.27.22* <b>Time:</b>	<b>Meals</b>	
<b>Return Date:</b> 12.4.22* <b>Time:</b>	Breakfast(s) _____ @ \$	\$
<b>*Various departure and return dates</b>	Lunch(s) _____ @ \$	\$
<b>Place of Lodging:</b> South Point Hotel	Dinner(s) _____ @ \$	\$
<b>Phone Number:</b> 702/796-7111	<b>Registration/Tuition</b>	
	Cancel Date:	\$ 600.00
	<b>Total Expenses</b>	
		\$ 600.00

Credit Card Use:    ☒ Yes      ☐ No      Date Needed: \_\_\_\_\_

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

*Dreg Lybeck*

Date: 11.9.2022

Signature of Employee

Recommended: ☒ Yes      ☐ No

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

Supervisor Signature

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

Approved: ☐ Yes      ☐ No

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

Elected Official/Department Head



# NATIONAL CONVENTION VEGAS

[Home](#)[Schedule](#)[Topics](#)[FAQs](#)[Registration](#)[Contact Us](#)

## 2022 SCHEDULE

### MONDAY - NOVEMBER 28

Registration Desk Open | 12:00 - 4:00pm

- South Point Hotel Convention Desk

Trade Show Setup | 12:00 - 4:00pm

- South Point Hotel Exhibit Hall

Contract Personnel Mixer | 4:00 - 5:00 pm

- South Point Hotel Convention Center Napa CD

14th Annual Wrangler Gold Buckle Gala | 6:00pm

- South Point Hotel Grand Ballroom (ProRodeo Hall of Fame)

### TUESDAY - November 29

Registration Desk Open | 7:00am - 4:30pm

- South Point Hotel Convention Desk

State of the PRCA | 8:00 - 9:00am

Guest Speaker | 9:00 - 10:00 am

- South Point Hotel Grand Ballroom

PRCA Convention Breakout Sessions | 10:00am - 12:00 pm

- South Point Convention Center

Session 1: 10:00 - 10:50 am

Session 2: 11:00 - 11:50 am

\*Committees can choose 2 of the 4 topics to attend

- Topic 1 (Sonoma A)

- Topic 2 (Sonoma B)

- Topic 3 (Sonoma C)

- Topic 4 (Sonoma D)

CP Meeting: Specialty Acts | 10:00 am - 12:00 pm (Napa AB)

CP Meeting: Stock Contractor | 10:15 am - 12:15pm (ShowRoom)

CP Meeting: Pickup Men | 12:30 - 1:30 pm (ShowRoom)

Contract Personnel Trade Show | 12:00 - 4:30pm

- South Point Hotel Exhibit Hall

2022 NFR Welcome Reception | 6:00pm

- South Point Hotel Grand Ball Room

### WEDNESDAY - November 30

Registration Desk Open | 7:00am - 4:30pm

2023 Focus & PRCA Leadership Round Table Discussion 8:00 - 9:00 am

Guest Speaker | 9:00 - 9:45am

- South Point Hotel Grand Ballroom

PRCA Convention Breakout Sessions | 10:00am - 12:00 pm

- South Point Convention Center

Session 1: 10:00 - 10:55 am

Session 2: 11:00 - 11:50 am

\*Committees can choose 5 of the 4 topics to attend



[Home](#)[Schedule](#)[Topics](#)[FAQs](#)[Registration](#)[Contact Us](#)

- South Point Hotel Exhibit Hall

PRCA Awards Banquet | 6:00pm  
- South Point Hotel Grand Ballroom

**THURSDAY - DECEMBER 1**

Registration Desk Open | 7:00am - 12:00pm  
- South Point Convention Desk

**\*Contract Personnel Group Sessions**

CP Meeting: Music Directors | 8:00 - 9:45 am (Napa AB)  
CP Meeting: Photographers | 10:00 - 11:45 am (Napa AB)

**\*Rodeo Committee Exec. Council Group Sessions**

- South Point Convention Center (Napa CD)  
\$20k & Under | 8:00 - 9:30am  
\$21k & Over | 9:45 - 11:15am

**Contract Personnel Trade Show | 9:00 - 11:00 am**

- South Point Hotel Exhibit Hall  
- Trade Show Tear down | 11:00 am - 12:00 pm

Wrangler National Finals Rodeo | 5:45pm

**\*MEETING LOCATIONS WILL BE POSTED ON-SITE**

CP: Photographers | TBD  
CP: Announcers | TBD  
CP: Secretary & Timers | TBD  
CP: Specialty Acts | TBD  
CP: Music Director | TBD  
CP: Pickup Men | TBD  
CP: Clown-Barrelman/Bullfighter | TBD

*OVERALL SCHEDULE SUBJECT TO CHANGE*

© 2022 PRCA ProRodeo | National Convention | Nov. 28 - Dec. 1, 2022



101 Pro Rodeo Drive  
Colorado Springs, CO 80919

[www.prorodeo.com](http://www.prorodeo.com)

Tel: 719.593.8840

## OPERATING AGREEMENT

Between

WALLA WALLA FAIR AND FRONTIER DAYS

And the

FRONTIER DAYS FOUNDATION

Whereas, the Frontier Days Foundation, was organized and incorporated for the sole purpose of generating, receiving, holding, investing, managing and allocating funds for the benefit and advancement of the Walla Walla Fair and Frontier Days, and Walla Walla community events related to agricultural education of community youth; and

Whereas, the parties of this agreement wish to enter into an agreement whereby the Frontier Days Foundation will operate as a nonprofit charitable and agricultural educational organization to provide support and promote the Walla Walla Fair and Frontier Days and youth activities through the acquirement of public donations and support relating to the Walla Walla Fair and Frontier Days, and Walla Walla community events related to agricultural education of community youth; and

Whereas, the Walla Walla County Commissioners Resolution No. 95-062 gives the Walla Walla Fair and Frontier Days the authority to enter into an agreement with the Frontier Days Foundation, and for the parties to maintain separate operations to engage in and conduct the business, directly or, to the extent specifically authorized, in this agreement; and

Whereas, the Frontier Days Foundation is an independent 501 (c) (3) nonprofit corporation established and pursuant to the provisions of the corporation, bylaws and the nonprofit Corporation Act; and

Therefore, the parties wish to enter into this agreement for the purpose of establishing the rights and responsibilities of the parties and the terms and conditions on their respective roles for the support of the Walla Walla Fair and Frontier Days.

### **Obligations and Responsibilities:**

### **Walla Walla Fair and Frontier Days**

1. The Walla Walla Fair and Frontier Days Board shall provide the Frontier Days Foundation exclusive rights to the overall policy and direction, and management of public donations and support relating to the Walla Walla Fair and Frontier Days and other Walla Walla community events related to agricultural education of community youth.
2. The Walla Walla Fair and Frontier Days Board shall provide the Frontier Days Foundation exclusive rights to the overall policy and direction, and management of the sales of sponsorship, advertising packages and public donations relating to the Walla Walla Fair and Frontier Days, and their events.
3. Within the provisions established by the Walla Walla County Commissioners, the General Manager has day-to-day responsibilities for the Fairgrounds, including carrying out the Fairground's goals and policies, and in a manner consistent with this agreement, the Walla Walla Fair and Frontier Days Board will work through the Fairgrounds General Manager to determine the annual financial requirements.
4. The General Manager shall identify financial requirements, and communicate to the Walla Walla Fair and Frontier Days Board at a monthly meeting outlining the requirements and the amount of the funding. The Walla Walla Fair and Frontier Days Board will approve the request which shall be recorded in the meeting minutes.
5. The General Manager shall be the liaison between the Walla Walla Fair and Frontier Days Board and the Frontier Days Foundation. The General Manager shall convey the approved funding request from the Walla Walla Fair and Frontier Days Board to the Frontier Days Foundation and the Foundation will review and dispense the requested funds.
6. The Walla Walla Fair and Frontier Days Board agrees to provide at no cost to the Frontier Days Foundation access to other services that include office supplies, telephone, technology support, printing, audio-visual, duplicating, postage, public relations, event scheduling and related facilities, provided however, that the access for services shall be used solely for the purpose of promoting and encouraging public donations and support for fair activities.
7. In consideration for value received in this agreement, and for the Frontier Days Foundation's services and contributions to the Walla Walla Fair and Frontier Days Board, the Frontier Days Foundation Board members shall receive car passes, badges, gate passes, and other documents as necessary, for the different activities prompted by the



Walla Walla Fair and Frontier Days, to promote and encourage public donations and support for fair activities. The value of these items will not exceed \$500 per Foundation Board member.

**Obligations and Responsibilities:**

**Frontier Days Foundation**

1. The Frontier Days Foundation's primary purpose is to manage, invest and allocate the source of funds to provide financial support and promote the Walla Walla Fair and Frontier Days operation and events.
2. The Frontier Days Foundation shall conduct its activities in such a manner as to maintain its status as a tax-exempt charitable, industrial and agricultural educational organization under state and federal laws.
3. The Frontier Days Foundation, with the assistance of the General Manager, shall perform annually a review of the financial program, and every 5 years engage a Certified Public Accountant to perform agreed upon procedures as determined by the Foundation Board. The Foundation Board will select the Certified Public Accountant.
4. The Frontier Days Foundation shall maintain meeting minutes, records, documents, procedures and practices relevant to or affecting this agreement.
5. The Frontier Days Foundation's allocation of funds shall be made in accordance with the Foundation's By-laws and the Articles of Incorporation, and may be made from time to time as determined by the Walla Walla Fair and Frontier Days Board, but at least annually.

**Term:**

This agreement shall be in affect from the date of this agreement. The agreement shall automatically extend itself by an additional year on June 1<sup>st</sup> of each year, provided that either party shall have the rights to notify the other, in writing, prior to June 1<sup>st</sup> that they wish not to have the agreement extended.

THE PARTIES AGREE THAT THE OCTOBER 10, 2022, LETTER FROM THE BOARD OF COMMISSIONERS OF WALLA WALLA COUNTY INDICATING TERMINATION OF THE OPERATING AGREEMENT IS RESCINDED CONTEMPORANEUOSLY WITH THE EXECUTION OF THIS AGREEMENT.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Walla Walla County

Frontier Days Foundation


\_\_\_\_\_  
Jennifer R. Mayberry

  
Linda Miller

Vice Chair, Walla Walla County Commissioners

President

Approved as to Form only:

 4/14/2022  
\_\_\_\_\_  
~~James L. Nagle~~ Sebastian Roberts  
Prosecuting Attorney Deputy

**INTERAGENCY REIMBURSEMENT AGREEMENT AMENDMENT 1**  
**BETWEEN**  
**WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS**  
**AND**  
**Walla Walla County**

THIS REIMBURSEMENT Amendment is entered into by and between the Administrative Office of the Courts (AOC) and Walla Walla County, for the purpose of reimbursing for extraordinary costs that arise from the County's role in operating the state's criminal justice system including resentencing, vacating prior convictions for simple drug possession, making refunds and certifying refunds of legal financial obligations (LFOs) and collection costs under the *Blake* decision.

**PURPOSE**

The purpose of this Amendment is to bring the existing Interagency Reimbursement Agreement in line with the amended budget provisos in ESSB 5693; to continue to make reimbursements of costs and LFO payments; and, when appropriate, to change the amount available for reimbursements, all with the objective of assisting Counties that have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Superior Court and District Court are affected by the *State v. Blake* decision. The amount available for reimbursement is set forth below.

Additionally, Subsection b) of section 4. **TERMS OF REIMBURSEMENT** is amended to read as follows:

b) By May 1, 2023, the County agrees to report any allocated funds under either Sections 1A. or 1B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate to other counties funds that are reported to be unable to be spent.

Finally, the Project Manager for AOC is updated.

**THE AMENDMENTS**

1. The Reimbursement and Period of Performance are amended to read as follows:

**REIMBURSEMENT**

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the County AOC shall reimburse the County up to a maximum of \$374,100 for extraordinary judicial, clerk, and prosecution-related costs of that arise from the County's role in operating the state's criminal justice system for the resentencing, vacating prior convictions for simple drug possession and certifying refund of legal financial obligations and collections costs of defendants whose convictions or sentences are affected by the *State v. Blake*

decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 1A will be denied unless AOC has reallocated amounts as provided in Section 4(b) of this Agreement. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.

- B. LFO Reimbursement. AOC will reimburse the County up to a maximum of \$473,272 for payments made by the County during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations previously paid by the defendant. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2B will be denied unless the amount is revised after reallocation by AOC as provided in Section 4(b). If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties. Nothing in this Agreement requires the County to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.
- C. General. AOC shall provide reimbursement to the County for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.
- D. The maximum combined reimbursement under this contract is the sum of the amounts specified in Subsection 1A and 1B, and subject to modification as set forth herein.

## **PERIOD OF PERFORMANCE**

Performance under this Amendment begins **July 1, 2021**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes. The parties recognize and anticipate that in 2023 a centralized LFO Refund Bureau will be established to make direct reimbursements of LFO to persons entitled to refunds.

## **AGREEMENT MANAGEMENT**

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

<b>AOC Program Manager</b>	<b>Court Program Manager</b>
<b>Sharon Swanson</b> Blake Implementation Manager PO Box 41170 Olympia, WA 98504-1170 360-704-4062 Sharon.Swanson@courts.wa.gov	<b>Diane Harris</b> Clerk of the Board PO BOX 1506 Walla Walla, WA 99362 509-524-2506 DHarris@co.walla-walla.wa.us

**ENTIRE AGREEMENT**

All other provisions of the existing Interagency Reimbursement Agreement between the County and AOC that is not modified by this amendment remains in effect. This Amendment together with the Reimbursement Agreement constitutes the entire agreement of the parties.

**AGREED:****Administrative Office of the Courts****Walla Walla County***Signature**Date**Signature**Date*

Christopher Stanley

*Name*

G Tompkins

*Name**Title**Title*

## **COUNTY COMMISSIONERS (Continued)**

### **i) Action Agenda Items (Continued):**

- 5) Resolution – Approval of an Agreement with Washington State Military Department for a Homeland Security Grant (E23-097)
- 6) Proposal 2022 11-14 EMD Approval of selection of Emergency Notification System for Walla Walla County
- 7) Proposal 2022 11-14 SO Approval of funding for replacement of portable radios via sealed bid for the Sheriff's Office
- 8) Proposal 2022 11-14 EconDev (Port) Approval of Port of Walla Walla expending funds from the Port's portion of the Economic Development Sales Tax Funds for the City of College Place – Lions Park Renovation Project

j) Miscellaneous business to come before the Board

k) Review reports and correspondence; hear committee and meeting reports

l) Review of constituent concerns/possible updates re: past concerns

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

IN THE MATTER OF APPROVAL  
OF AN AGREEMENT WITH  
WASHINGTON STATE MILITARY  
DEPARTMENT FOR A HOMELAND  
SECURITY GRANT (E23-097)

**RESOLUTION NO. 22**

**WHEREAS**, Washington State Military Department Emergency Management Division and the U.S. Department of Homeland Security (DHS) have offered to provide funding to Walla Walla County Emergency Management Department in the amount of \$100,126; and

**WHEREAS**, this Homeland Security grant is provided to state and local jurisdictions to enhance the capability to prevent, deter, respond to, and recover from incidents of terrorism and/or catastrophic events; and

**WHEREAS**, Walla Walla County Emergency Management will pass-thru \$40,000 of the grant funds to the City of Walla Walla Police Department for purchase of an Unmanned Aerial System (UAS); and

**WHEREAS**, Walla Walla County Emergency Management will use the remainder of the funds to perform emergency preparedness planning, training, exercise, organization and emergency operations coordination; and

**WHEREAS**, the reimbursement contract does not require any matching funds and is authorized to be used for salaries and wages, benefits, and goods and services; 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 agreement and reimbursement authority be approved.

*Passed this 14<sup>th</sup> day of November, 2022 by Board members as follows:        Present or        Participating via other means, and by the following vote:        Aye        Nay        Abstained        Absent.*

**Attest:**

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

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

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

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

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



# Walla Walla County

## Emergency Management Department

27 N. 2<sup>nd</sup> Avenue  
Walla Walla, WA 99362  
Phone: (509) 524-2900 • Fax: (509) 524-2910  
[www.wwemd.info](http://www.wwemd.info)

**LIZ JESSEE**  
Director

**PATRICK PURCELL**  
Coordinator

## Memo

**To:** Board of Walla Walla County Commissioners  
**From:** Liz Jessee  
**Date:** November 2, 2022  
**Re:** State Homeland Security Program Emergency Preparedness Grant

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I am requesting your authorization to sign contract E23-097 with Washington State Emergency Management Department for a State Homeland Security Program (SHSP) emergency preparedness grant.

This grant is provided to state and local jurisdictions to enhance the capability to prevent, deter, respond to, and recover from incidents of terrorism involving the use of Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) weapons, cyberattacks and catastrophic events through the Federal Fiscal Year 2022 Homeland Security Grant Program, SHSP emergency preparedness grant.

The funding will be used for purchase of an Unmanned Aerial System (drone and accessories) for the Walla Walla Police Department, salary and benefits, and for the annual fee for our Emergency Notification System. There is no local match required for this grant. This is an annually recurring grant that Emergency Management has been receiving since after 9-11.

Sincerely,

/s/

LIZ JESSEE

Director, Emergency Management



Walla Walla County  
GRANT QUESTIONNAIRE

Date: 11/2/2022

Office/Department: Emergency Management

Contact Person: Liz Jessee

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

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

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

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

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

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?

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

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

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

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

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

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

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

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

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

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

**See attached E23-097 WWEM SHSP21 Consent Memo.**

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

Official signature of requesting office/department:

/s/ Liz Jessee  
Elected Official/Department Head

November 2, 2022  
Date

**FOR COMMISSIONERS' OFFICE USE ONLY**

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

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

# SIGNATURE AUTHORIZATION FORM

WASHINGTON STATE MILITARY DEPARTMENT  
Camp Murray, Washington 98430-5122

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

NAME OF ORGANIZATION Walla Walla County Emergency Management	DATE SUBMITTED 11/2/22
PROJECT DESCRIPTION Washington State Military Department and the U.S. Department of Homeland Security	CONTRACT NUMBER E23-097

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

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

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

## INSTRUCTIONS FOR SIGNATURE AUTHORIZATION FORM

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

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

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

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

**Washington Military Department**  
**HOMELAND SECURITY GRANT PROGRAM AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Walla Walla, County of Emergency Management 27 N. 2nd Avenue Walla Walla, WA 99362-1801</b>		2. Grant Agreement Amount: <b>\$100,126</b>		3. Grant Agreement Number: <b>E23-097</b>	
4. Subrecipient Contact, phone/email: <b>Liz Jessee, 509-524-2902 ljesssee@co.walla-walla.wa.us</b>		5. Grant Agreement Start Date: <b>September 1, 2022</b>		6. Grant Agreement End Date: <b>October 31, 2024</b>	
7. Department Contact, phone/email: <b>Michael Alston, 253-512-7083 michael.alston@mil.wa.gov</b>		8. Unique Entity Identifier (UEI): <b>YVK1PH2ZKGL3</b>		9. UBI # (state revenue): <b>363-006-535</b>	
10. Funding Authority: <b>Washington Military Department (the Department) and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Funding Identification #: <b>EMW-2022-SS-00056-S01</b>		12. Federal Award Date: <b>09/02/2022</b>		13. Assistance Listings # & Title: <b>97.067 - 22HSGP (SHSP)</b>	
14. Total Federal Award Amount: <b>\$13,905,347</b>		15. Program Index # & OBJ/SUB-OBJ: <b>723SZ, 723SH, 723SB, 723SL, 723SC, 723SQ / NZ</b>			16. EIN <b>91-6001381</b>
17. Service Districts: <b>BY LEGISLATIVE DISTRICTS: 16 BY CONGRESSIONAL DISTRICTS: 5</b>		18. Service Area by County(ies): <b>Walla Walla</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient 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			23. Subrecipient 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"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: <p>The objective of the Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (22HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 22HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 22HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.</p> <p>The Department is the Recipient and Pass-through Entity of the 22HSGP DHS Award Letter for Grant No. EMW-2022-SS-00056-S01 ("Grant"), which is incorporated in and attached hereto as Attachment C and has made a subaward of funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement.</p>					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced attachments which are hereby incorporated, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); DHS Award Letter (Attachment C); Work Plan (Attachments D-1, D-2, D-3); Budget (Attachment E); Timeline (Attachment F); and all other documents and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:					
1. Applicable federal and state statutes and regulations		4. Special Terms and Conditions			
2. DHS/FEMA Award and program documents		5. General Terms and Conditions, and,			
3. Work Plan, Timeline, and Budget		6. Other provisions of the Agreement incorporated by reference.			
WHEREAS, the parties have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature		_____ Date		_____ Signature	
Regan Anne Hesse, Chief Financial Officer Washington Military Department				Liz Jessee, Director Walla Walla County Emergency Management	
BOILERPLATE APPROVED TO FORM: Dierk Meierbachtol 9/28/2022 Assistant Attorney General			APPROVED AS TO FORM (if applicable):  _____ Signature		
			_____ Date		

**SPECIAL TERMS AND CONDITIONS****ARTICLE I. KEY PERSONNEL**

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	<b>Liz Jessee</b>	Name	<b>Michael Alston</b>
Title	<b>Director</b>	Title	<b>Program Coordinator</b>
Email	<b>ljesssee@co.walla-walla.wa.us</b>	Email	<b>michael.alston@mil.wa.gov</b>
Phone	<b>509-524-2902</b>	Phone	<b>253-512-7083</b>
Name	<b>Patrick Purcell</b>	Name	<b>Reagan Bush</b>
Title	<b>Coordinator</b>	Title	<b>Program Manager</b>
Email	<b>ppurcell@co.walla-walla.wa.us</b>	Email	<b>Reagan.bush@mil.wa.gov</b>
Phone	<b>509-524-2901</b>	Phone	<b>253-512-7463</b>
Name		Name	<b>Courtney Bemus</b>
Title		Title	<b>Program Assistant</b>
Email		Email	<b>courtney.bemus@mil.wa.gov</b>
Phone		Phone	<b>253-512-7145</b>

**ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS**

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of "*The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program*" (hereafter "the NOFO") document, the *FEMA Preparedness Grants Manual* document, Version 3, published May 2022 (hereafter "the Manual"), the DHS Award Letter for the Grant, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The *DHS Award Letter* is incorporated in this Agreement as Attachment C.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

**A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:**

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

**1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS**

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.331.
- b. If the Subrecipient also becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient, the Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 22HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 22HSGP funds, including, but not limited to, those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to

the 22HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the NOFO, the Manual, the DHS Award Letter for the Grant in Attachment C, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 22HSGP federal award funds provided to its subrecipients are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment C of this Agreement.

## **2. BUDGET, REIMBURSEMENT, AND TIMELINE**

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), additional documentation is required based on the applicable situation. As described in 2 CFR 200.414 and Appendix VII to 2 CFR 200:
  - i. If the Subrecipient receives direct funding from any Federal agency(ies), documentation of the rate must be submitted to the Department Key Personnel per the following:
    - A. More than \$35 million, the approved indirect cost rate agreement negotiated with its federal cognizant agency.
    - B. Less than \$35 million, the indirect cost proposal developed in accordance with Appendix VII of 2 CFR 200 requirements.
  - ii. If the Subrecipient does not receive direct federal funds (i.e., only receives funds as a subrecipient), the Subrecipient must either elect to charge a de minimis rate of ten percent (10%) or 10% of modified total direct costs or choose to negotiate a higher rate with the Department. If the latter is preferred, the Subrecipient must contact Department Key Personnel for approval steps.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.475 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <https://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without prior written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Attachment F).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department, and federal, state, and local auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment F). For waived or extended reimbursement due dates, all allowable costs should be submitted on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a



waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within forty-five (45) days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's subproject(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline [Attachment F]) will prohibit the Subrecipient from being reimbursed until such reports are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. For SHSP and UASI Subrecipients, a written amendment will be required if the Subrecipient expects cumulative transfers among subproject totals, as identified in the Budget (Attachment E), to exceed ten percent (10%) of the Grant Agreement Amount. If a Subrecipient has only one subproject, cumulative transfers among solution areas within the subproject that exceed ten percent (10%) of the Grant Agreement Amount shall require an amendment to this Agreement.
- m. For OPSG Subrecipients, any deviations from the approved, direct budget categories will require additional federal approvals and a written amendment.
- n. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachments D-1, D-2, D-3) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the *Department an Audit Certification/FFATA Form*. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.317 through 200.327 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-

- federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iii. Inventory system records shall include:
    - A. Description of the property;
    - B. Manufacturer's serial number, model number, or other identification number;
    - C. Funding source for the property, including the Federal Award Identification Number (FAIN) (Face Sheet, Box 11);
    - D. Assistance Listings Number (Face Sheet, Box 13);
    - E. Who holds the title;
    - F. Acquisition date;
    - G. Cost of the property and the percentage of federal participation in the cost;
    - H. Location, use and condition of the property at the date the information was reported;
    - I. Disposition data including the date of disposal and sale price of the property.
  - iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of the equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
  - vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
  - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
  - viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
    - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
    - B. For Equipment:
      - 1) Items with a current per-unit fair-market value of five thousand dollars (\$5,000) or less may be retained, sold, transferred, or otherwise disposed of with no further obligation to the federal awarding agency.

- 2) Items with a current per-unit fair-market value in excess of five thousand dollars (\$5,000) may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six (6) years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six- (6-) year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable equipment categories for the grant program are listed on the Authorized Equipment List (AEL) located on the FEMA website at <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program; the AEL includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under the grant program, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants, located at <https://www.cisa.gov/safecom/funding>, ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
- f. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018). Recipients and subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the Manual and applicable NOFO.

Per subsections 889(f)(2)-(3) of the FY 2019 NDAA, and 2 CFR 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- g. For OPSG Subrecipients, items budgeted as equipment in an approved Operations Order should be marked prominently with "Purchased with DHS funds for Operation Stonegarden Use" when practicable.
  - h. The Subrecipient must pass through equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

## 5. ENVIRONMENTAL AND HISTORICAL PRESERVATION

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. EHP program information can be found at <https://www.fema.gov/grants/guidance-tools/environmental-historic> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, **including, but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures, and facilities; or new construction, including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- d. The Subrecipient agrees that, to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval must be received by the Subrecipient before any work is started** for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient may not be reimbursed.

## 6. PROCUREMENT

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR 200.317 through 200.327 and as specified in the General Terms and Conditions (Attachment B, A.10).
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

## **7. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. Review of financial and performance reports;
  - ii. Monitoring and documenting the completion of Agreement deliverables;
  - iii. Documentation of phone calls, meetings (e.g., agendas, sign-in sheets, meeting minutes), e-mails, and correspondence;
  - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Work Plan (Attachments D-1, D-2, D-3), Budget (Attachment E), and federal requirements;
  - v. Observation and documentation of Agreement-related activities, such as exercises, training, events, and equipment demonstrations; and
  - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a corrective action plan.

## **8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <https://www.lep.gov>.

## **9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for



multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.

- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive federal preparedness funding from the Department, the Subrecipient must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives located at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

## **B. HSGP SPECIFIC REQUIREMENTS**

1. The Subrecipient must use HSGP funds only to perform tasks as described in the Work Plan (Attachments D-1, D-2, D-3), as approved by the Department, and in compliance with this Agreement.
  - a. SHSP-funded projects must assist state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
  - b. UASI-funded projects must assist high-threat, high-density Urban Area efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
  - c. OPSG-funded projects must support enhanced cooperation and coordination among Customs and Border Protection, United States Border Patrol, and federal, state, local, tribal, and territorial law enforcement agencies to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. State, local, tribal, and territorial law enforcement agencies utilize their inherent law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.
  - d. State agencies, including law enforcement, must comply with RCW 43.17.425 and may not use agency funds (including this grant), facilities, property, equipment, or personnel, to investigate, enforce, cooperate with, or assist in the investigation or enforcement of any federal registration or surveillance programs or any other laws, rules, or policies that target Washington residents solely on the basis of race, religion, immigration, or citizenship status, or national or ethnic origin, except as provided in RCW 43.17.425 (3).
2. The Budget (Attachment E) may include the following caps and thresholds:
  - a. If funds are allotted for Management and Administration (M&A), such expenditures must be related to administration of the grant. The maximum percentage of the Grant Agreement Amount that may be used for M&A costs when allocated under this Agreement shall not exceed five percent (5%) but may be less.
  - b. At least thirty percent (30%) of the combined HSGP award allocated under SHSP and UASI must be dedicated to law enforcement terrorism prevention activities (LETPA). To meet this requirement, the Subrecipient has agreed, at a minimum, to meet the LETPA percentage indicated in the Budget. **If the Subrecipient anticipates spending less than the indicated amount, a budget amendment is required.**
  - c. The maximum percentage of the Grant Agreement Amount that may be used for personnel expenses under this Agreement is identified in the Budget. **If the Subrecipient anticipates spending more on personnel costs, an amendment is required.** Additional approval steps may also be required before the personnel percentage can be increased.
3. If funding is allocated to a Fusion Center investment, the Subrecipient must ensure all Fusion Center analytical personnel demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum

categories of training needed for intelligence analysts. All training to ensure baseline proficiency in intelligence analysis and production must be completed within six (6) months of hiring unless the analyst has previously served as an intelligence analyst for a minimum of two (2) years. Proof of satisfaction of this requirement must be accessible to the Department Key Personnel as applicable.

4. If funding is allocated to non-DHS FEMA training, the Subrecipient must request **prior** written approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Information Bulletin No. 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants, [https://www.fema.gov/sites/default/files/2020-04/Training\\_Course\\_Review\\_and\\_Approval\\_IB\\_Final\\_7\\_19\\_18.pdf](https://www.fema.gov/sites/default/files/2020-04/Training_Course_Review_and_Approval_IB_Final_7_19_18.pdf), the training must fall within the FEMA mission scope and be in alignment with the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.
5. For SHSP and UASI, Subrecipients are required to complete the annual Nationwide Cybersecurity Review (NCSR) <https://www.cisecurity.org/ms-isac/services/ncsr> to benchmark and measure progress of improvement in their cybersecurity posture.
6. Except for an elevated National Terrorism Advisory System alert, **prior** written approval is required before SHSP and UASI funds may be used for operational overtime. Requests must be submitted to the Department Key Personnel in advance of the expenditure to ensure all additional approval steps can be met.
7. SHSP Subrecipients shall participate in the State's annual Stakeholder Preparedness Review (SPR), the State's Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessments, and data calls. Non-participation may result in withholding of funding under future grant years.
8. UASI Subrecipients shall participate in the annual UASI SPR and THIRA process
9. Subrecipients should document their preparedness priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Subrecipients are encouraged to participate in the State's annual Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional IPPW. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at <https://www.fema.gov/HSEEP> and <https://preptoolkit.fema.gov/>.

#### **C. DHS TERMS AND CONDITIONS**

As a subrecipient of 22HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 22HSGP Award Letter and its incorporated documents, which are incorporated in and made a part of this Agreement as Attachment C.

**Washington Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **"Stakeholders Preparedness Report (SPR)"** The SPR is an annual three-step self-assessment of a community's capability levels based on the capability targets identified in the THIRA.
- f. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "Subrecipient" is the same as in 2 CFR 200.1 for all other purposes.
- g. **"Threat and Hazard Identification and Risk Assessment (THIRA)"** The THIRA is a three-step risk assessment. The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps during the SPR process.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.



A.5 ASSURANCES

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion* form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' "Debarred Vendor List" (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

A.8 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW

39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318, General procurement standards, through 200.327, Contract provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "*Equal Employment Opportunity*" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "*Amending Executive Order 11246 Relating to Equal Employment Opportunity*," and implementing regulations at 41 CFR part 60, "*Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "*Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction*"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*," and any implementing regulations issued by the awarding agency.
- 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "*Debarment and Suspension*." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 10) Procurement of recovered materials – As required by 2 CFR 200.323, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only

items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
- 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
- 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.
- 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 16) Pursuant to Executive Order 13858 "*Strengthening Buy-American Preferences for Infrastructure Projects*," and as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as required in 2 CFR Part 200.322, in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- 17) Per 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by *section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)*.

- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.317 through 200.327. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.11 DISCLOSURE

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

#### A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution board to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The board shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The determination of the dispute resolution board shall be final and binding on the parties hereto. Each party shall bear the cost for its member of the dispute resolution board and its attorney fees and costs and share equally the cost of the third board member.

**A.13 LEGAL RELATIONS**

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, FEMA, is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

**A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE**

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

**A.15 LOSS OR REDUCTION OF FUNDING**

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 or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

**A.16 NONASSIGNABILITY**

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

**A.17 NONDISCRIMINATION**

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

- a. Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory,

mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

- b. The Subrecipient shall take action to ensure that employees are employed and treated during employment without discrimination because of their race, color, sex, sexual orientation religion, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

**A.18 NOTICES**

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

**A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/ISHA)**

The Subrecipient represents and warrants that its workplace does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

**A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

**A.21 POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**A.23 PUBLICITY**

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

**A.24 RECAPTURE PROVISION**

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right



of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

#### A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

#### A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

#### A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity"

means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

**OR**

**[Contracts.Office@mil.wa.gov](mailto:Contracts.Office@mil.wa.gov)**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.29 SUBRECIPIENT NOT EMPLOYEE**

The Subrecipient, and/or employees or agents performing under this Agreement, are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Subrecipient make any claim, demand, or application to or for any right, privilege or benefit applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW; OFM Reg. 4.3.1.1.8.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the State of Washington in their own right.

If the Subrecipient is an individual currently employed by a Washington State agency, the Department shall obtain proper approval from the employing agency or institution before entering into this contract. A statement of "no conflict of interest" shall be submitted to the Department.

**A.30 TAXES, FEES AND LICENSES**

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and



expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

**A.31 TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part ten (10) business days after emailing notice to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**A.32 TERMINATION OR SUSPENSION FOR LOSS OF FUNDING**

The Department may unilaterally terminate or suspend all or part of this Grant Agreement, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Grant Agreement. The Department will email the Subrecipient ten (10) business days prior to termination.

**A.33 TERMINATION OR SUSPENSION FOR CAUSE**

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a termination for convenience.

**A.34 TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require

the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

#### **A.35 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). To the extent possible, the Subrecipient will solicit and encourage minority-owned and women-owned business enterprises who are certified by the OMWBE under the state of Washington certification program to apply and compete for work under this contract. Voluntary numerical MWBE participation goals have been established, and are indicated herein: Minority Business Enterprises: (MBE's): 10% and Woman's Business Enterprises (WBE's): 6%.

#### **A.36 VENUE**

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.37 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

**22HSGP Award Letter  
EMW-2022-SS-00056-S01**Award Letter

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U.S. Department of Homeland Security  
Washington, D.C. 20472

Bret Daugherty  
Washington Military Department  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No. EMW-2022-SS-00056

Dear Bret Daugherty:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Homeland Security Grant Program has been approved in the amount of \$13,905,347.00. You are not required to match this award with any amount of non-Federal funds.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Homeland Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, appearing to read "P.S. Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pamela S. Williams  
Assistant Administrator  
Grant Programs Directorate

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Homeland Security Grant Program**

**GRANTEE:** Washington Military Department  
**PROGRAM:** Homeland Security Grant Program  
**AGREEMENT NUMBER:** EMW-2022-SS-00056-S01

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#### **Article I - Summary Description of Award**

The purpose of the FY 2022 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$6,190,947, Urban Area Security Initiative (UASI) funding in the amount of \$6,250,000 (Seattle Area, \$6,250,000), and Operation Stonegarden (OPSG) funding in the amount of \$1,464,400. The following counties shall receive OPSG subawards for the following amounts: Adams, \$75,000; Clallam, \$100,000; Ferry, \$112,500; Island, \$100,000; Lower Elwha Tribe, \$75,000; Makah Tribe, \$75,000; Nooksack, \$99,000; Okanogan, \$100,000; Pend Oreille, \$150,000; San Juan, \$100,000; Spokane, \$155,000; Stevens, \$150,000; Swinomish Tribe, \$72,900; Whatcom, \$100,000. These grant programs fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

#### **Article II - DHS Standard Terms and Conditions Generally**



The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### **Article III - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

### **Article IV - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **Article V - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **Article VI - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **Article VII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

## **Article VIII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

## **Article IX - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

## **Article X - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article XI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## **Article XII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## **Article XIII - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## **Article XIV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

## **Article XV - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XVI - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XVIII - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XIX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XX - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### **Article XXI - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXII - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXIII - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXIV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For

additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXV - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXVI - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXVIII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXIX - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXX - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XXXI - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### **Article XXXIII - Reporting of Matters Related to Recipient Integrity and Performance**

#### **General Reporting Requirements:**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### **Article XXXIV - Reporting Subawards and Executive Compensation**

#### **Reporting of first tier subawards:**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

### **Article XXXV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### **Waivers**

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

#### **Article XXXVI - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXVII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXVIII - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XXXIX - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XL - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XLI - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLIII - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to

initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLIV - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XLV - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XLVI - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XLVII - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XLVIII - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#### **Article XLIX - HSGP Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

**Article L - Operation Stonegarden Program Hold**

The recipient is prohibited from drawing down OPSG funding under this award or reimbursing OPSG subrecipients of this award until each unique, specific, or modified county level, tribal, or equivalent Operations Order or Fragmentary Order (FRAGO) has been reviewed by FEMA/GPD and Customs and Border Protection/United States Border Patrol (CBP/USBP). The recipient will receive the official notification of approval from FEMA/GPD.

**Article LI - OPSG Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Assessment (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

**BUDGET COST CATEGORIES**

Personnel	\$552,103.00
Fringe Benefits	\$201,516.00
Travel	\$9,665.00
Equipment	\$0.00
Supplies	\$8,446.00
Contractual	\$13,028,663.00
Construction	\$0.00
Indirect Charges	\$104,954.00
Other	\$0.00



# **Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMW-2022-SS-00056-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04579N2022T , WX04583N2022T , WX04580N2022T
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6. RECIPIENT NAME AND ADDRESS Washington Military Department Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
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9. NAME OF RECIPIENT PROJECT OFFICER Gail Cram	PHONE NO. 2535127472	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
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11. EFFECTIVE DATE OF THIS ACTION 09/02/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2022 To: 08/31/2025 Budget Period 09/01/2022 08/31/2025
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## 1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Homeland Security Grant Program	97.067	2022-FA-GG01-P410- -4101-D	\$0.00	\$6,190,947.00	\$6,190,947.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GG02-P410- -4101-D	\$0.00	\$1,464,400.00	\$1,464,400.00	See Totals
Homeland Security Grant Program	97.067	2022-FA-GH01-P410- -4101-D	\$0.00	\$6,250,000.00	\$6,250,000.00	See Totals
			\$0.00	\$13,905,347.00	\$13,905,347.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Homeland Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

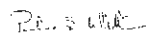
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)  
Gail Cram,

DATE  
Sun Sep 18 01:22:54 GMT  
2022

18. FEMA SIGNATORY OFFICIAL (Name and Title)

DATE  
Fri Sep 02 19:56:50 GMT  
2022

  
Pamela S. Williams  
Assistant Administrator  
Grant Programs Directorate

PAMELA SUSAN WILLIAMS,

## 22SHSP Investment Justification

Washington is comprised of 39 counties with geography including forests, mountains, islands, rainforests, rivers, lakes, and plains. The U.S. Bureau of Economic Analysis ranked Washington 8 of 50 states for gross domestic product in 2021; several world-class organizations headquarter their operations within the state. Washington has marine, aviation, rail, and road transportation infrastructure to support its position as a bustling trade center. Over half of Washington's 7.77 million population lives in the Seattle metropolitan area located along the Puget Sound. This area is the center of transportation, business, and industry and is the fastest growing region in the state. A vast majority of the state's population lives in densely settled urbanized areas. Understanding Washington's population is critical in order to mitigate vulnerabilities, respond to incidents, and effectively concentrate recovery efforts.

Furthermore, Washington is subject to 10 natural and 7 human-caused hazards. The THIRA focuses on eight of those risks: cyber-attack, earthquake, explosive devices (terrorism), flood, hazmat release (radiological), pandemic- human (biological), tsunami, and wildland fire. The 2022 Washington State Risk Profile scored the state's relative risk as 8.77, ranking it as the 12th highest at-risk state. Washington State has consistently had a high relative risk score (ranked in the top 25% of states for the past seven years) and must be prepared to prevent, respond to, mitigate, and recover from acts of terrorism.

The FY22 projects were selected to build upon or sustain a range of Core Capabilities identified in the 2021 SPR as having significant gaps as well as to support the six National Priority Areas. The investments support the Planning, Organization, Equipment, Training, and Exercise solution areas with a focus in the following Core Capabilities: Access Control & Identity Verification; Community Resilience; Critical Transportation; Cybersecurity; Forensics & Attribution; Infrastructure Systems; Interdiction & Disruption; Logistics & Supply Chain Management; Mass Care Services; Mass Search & Rescue Operations; On-Scene Security, Protection, & Law Enforcement; Operational Communications; Operational Coordination; Physical Protective Measures; Planning; Public Health, Healthcare, & Emergency Medical Services; Public Information & Warning; Screening, Search, & Detection; Situational Assessment; and Supply Chain Integrity & Security.

### Region 8 terrorist targets include:

Government Facilities  
 Electric Grid  
 Water Systems  
 Nuclear Power Plant  
 Department of Energy's Hanford Site  
 Chemical Industry w/ Extremely Hazardous Substances  
 Agriculture  
 Communications Systems  
 Institutions of Higher Learning  
 Fairs and Festivals - County fairs and community festivals



## 22SHSP ENDURING NEEDS SUBPROJECTS WORK PLAN

### Walla Walla County Emergency Management

**ENDURING NEEDS AMOUNT**

**\$36,126**

#### Investment #1: WA SHSP Sustainment

The State is divided into 9 Regions which differ in geography (marine to desert), major industry (large business to agricultural), and population (dense urban settings to rural). Each region develops projects to address their specific risks and hazards which sustain previously built capabilities or close identified gaps. Most initiatives can be tied back to building regional capability to prevent, protect, respond, and recover and be in a state of readiness should a natural or human-caused catastrophic incident occur.

Gaps identified in: -Community Resilience: Need to incorporate equity and social justice and access and functional needs -Critical Transportation: Transportation needed for the delivery of vital response personnel, equipment, and services into the affected areas - Cybersecurity: Lack of a vulnerability analysis, outdated servers and workstations -Interdiction & Disruption: Special teams do not have access to updated equipment -Infrastructure Systems: Lack of proper network access to link to remote city/county facilities -Mass Care Services: Lack of adequate mass care facilities, lack of local mass care volunteers and training opportunities -Mass SAR Operations: Need to train responders to the Structural Collapse Tech Level, lack of heavy lifting/shoring and cutting/breaching rescue equipment -On-Scene Security, Protection, & LE: Lack of local funding to maintain and replace aging and/or expiring equipment and PPE -Operational Comms: Geographical challenges and changes in communications technology hamper the reliability of communications -Operational Coord: Lack of regional coordination to prioritize projects, connect partners, and share products -Physical Protective Measures: Lack of surveillance cameras and alarm systems in local jurisdictions -Planning: ESF plans are out of date, lack of updated continuity plans -Public Information & Warning: Lack of robust public education campaigns, lack of reliable and consistent messaging -Screening, Search, & Detection Lack of screening and monitoring equipment for large public festivals and events within local jurisdictions -Situational Assessment: Lack of common operating picture and information sharing.

#### EN PROJECT #8: SHSP Region 8- Homeland Security Project

Region 8 will address priorities based on regionally identified gaps. The region is challenged by the lack of funding to adequately plan, train, and exercise for a terrorist attack. Specific gaps include Planning due to plans being incomplete or needing to be updated based on lessons learned; Operational Communications due to the inability to provide radio communications for command staff at varying locations and the inability for agencies to effectively communicate because of differing radio technologies; Interdiction & Disruption due to lack of night vision equipment; Cybersecurity due to the need to update systems to avoid future intrusions; Physical Protective Measures due to a lack of surveillance cameras and alarm systems at unstaffed remote radio sites; and On-Scene Security, Protection, & Law Enforcement due to the lack of equipment for Special Teams.

Through planning, organization, and equipment, activities will include: Planning: Draft and revise emergency plans and standard operating procedures. Operational Communications: Purchase communications equipment to outfit command staff at varying on-scene locations and fund development of an engineering study of the best governance options for the VHF radio system for emergency communications. Interdiction & Disruption: Purchase night vision devices for regional SWAT team. Cybersecurity: Upgrade or replace network equipment for the computer forensics lab. Physical Protective Measures: Purchase and install security cameras, software, and associated hardware/equipment at remote radio sites. On-Scene Security, Protection, & Law Enforcement: Purchase equipment for special teams or tactical response. The funding priorities will support the region in their effort to address identified capability gaps related to terrorist-related risks, which will enhance the ability to prepare for, respond to, and recover from terrorism events.

#### SUBPROJECT #1

#### Planning & Operational Coordination

#### CORE CAPABILITIES

Planning (EN & CS, IIS, DVE, ET)		Core Capability #1
Sustaining or Enhancing?	<i>Sustaining</i>	
Operational Coordination (EN & All NPAs)		Core Capability #2 (optional)
Sustaining or Enhancing?	<i>Sustaining</i>	

#### SOLUTION AREAS

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$36,126.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,126.00

***GAP(S) IDENTIFIED***

Some ESF plans out of date. Page 8, 2021 State SPR

Need an update to the state [county] CEMP to better reflect the state's [county's] actual roles and responsibilities in emergencies. Page 8, 2021 State SPR

Additional gaps have been identified in the recovery of pandemic/infectious disease and catastrophic disaster planning as many plans are incomplete or need to be updated based lessons learned and best practices from COVID have confused roles and responsibilities during the emergency response operations. Pages 33 - 34, 2021 State SPR

Share response plans across jurisdictional boundaries during preparedness planning efforts to increase knowledge of capabilities during incidents. Page 161, 2021 State SPR

Comprehensive plans are needed across local jurisdiction in the state. Page 176, 2021 State SPR

Local jurisdictions need to further develop plans/resources. Page 376, 2021 State SPR

***ACTIVITIES TO BE PERFORMED***

Partial funding for EM Director and EM Coordinator to:

- Prepare and revise emergency plans and standard operating procedures, as necessary
- Enhance and improve communication, planning, and response between regional agencies through collaboration and coordination

***ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)***

- Further clarification of roles and responsibilities within the region and within each agency, as well as the understanding of operations, procedures, and processes common across a variety of emergencies
- Ability for all agencies in the region to be able to communicate effectively during an emergency

***DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)***

Enhanced regional capability to respond and recover from a natural or human-caused catastrophic incident.

***NEXUS TO TERRORISM***

An all-hazards approach is used for emergency planning. This integrated approach focuses on a full spectrum of emergencies or disasters, including man-made emergencies (possibly terrorism) or a natural disaster.

22SHSP NATIONAL PRIORITY AREA PROJECTS WORK PLAN	
<i>Walla Walla County Emergency Management</i>	
	AMOUNT \$64,000
<b>National Priority Areas</b> <p>In assessing the national risk profile for FY 2022, six priority areas attracted the most concern. Due to the unique threats that the nation faces in 2022, DHS/FEMA has determined that these six priorities should be addressed by both allocating specific percentages of HSGP funding to certain areas as well as allocating the remaining percentage across the remaining priorities. The following are the six priority areas for FY 2022:</p> <ol style="list-style-type: none"> <li>1) Enhancing the protection of soft targets/crowded places (ST/CP)</li> <li>2) Enhancing information and intelligence sharing and analysis (IIS)</li> <li>3) Combating domestic violent extremism (DVE)</li> <li>4) Enhancing cybersecurity (CS)</li> <li>5) Enhancing community preparedness and resilience (CP&amp;R)</li> <li>6) Enhancing election security (ES)</li> </ol> <p>Washington State will meet the 22SHSP priorities across multiple state and local projects.</p>	
<b>Investment #2: WA SHSP National Priority: Soft Targets and Crowded Places</b> <p>Soft targets and crowded places (ST-CPs) are increasingly appealing to terrorists and other violent extremist actors because of their relative accessibility and the large number of potential targets. This challenge is complicated by the prevalent use of simple tactics and less sophisticated attacks. Segments of our society are inherently open to the general public, and by nature of their purpose do not incorporate strict security measures. Given the increased emphasis by terrorists and other violent extremist actors to leverage less sophisticated methods to inflict harm in public areas, it is vital that the public and private sectors collaborate to enhance security of locations such as transportation centers, parks, restaurants, shopping centers, special event venues, and similar facilities. Per the DHS Soft Targets and Crowded Places Security Plan Overview, "Reducing the risk of attacks against ST-CPs and reducing impacts of attacks that do occur is a shared mission..."</p> <p>In the 2021 State SPR, the following gaps were identified related to preventing and preparing for to a terrorist attack on a ST-CP: - Operational Communications: Radio communication gaps in local jurisdictions due to aging equipment and infrastructure, changes in technology and the inability to keep pace, and challenges due to mountainous terrain; -On-Scene Security, Protection, &amp; LE: LE needs UAS during large festivals and public events to identify and monitor suspicious activity; and -Screening, Search, &amp; Detection: Lack of surveillance equipment and a need for specialized equipment for LE and specialty department agencies for continued support to LE and the communities they serve. For response, gaps will be addressed in the following: -Mass SAR Operations: Lack of Mass SAR equipment, and PPE in local jurisdictions, especially for specialty teams and a need to maintain equipment and training to ensure readiness; -Interdiction &amp; Disruption: Lack of equipment; a need to replace expiring equipment and improve electronics, ballistic protection, communication, and other equipment used in LE operations; and lack of training and awareness of the working environment; and -Operational Coordination: Staff turnover may have created gaps in training in some departments.</p> <p>Through a collaborative ranking and selection process, Washington has identified several key projects to address gaps and sustain/enhance core capabilities directly related to the ST-CPs National Priority Area.</p>	
<b>PROJECT #1</b>	<b><i>NP ST/CP: Unmanned Aerial System (Investment 2, Project 10)</i></b>
<b>NATIONAL PRIORITY AREA</b> Soft Targets/Crowded Places <b>BRIEF PROJECT DESCRIPTION</b> <p>The City of Walla Walla has experienced protests that have raised awareness about the need to establish a common operating picture early in the incident as well as the need to maintain it throughout the incident. This common operating picture allows law enforcement to make well-informed and timely decisions related to the size, scope, impact, and nature of the incident and therefore make more effective decisions on how to respond to incident. The existing UAS program maintained by the Walla Walla Police Department is inadequate due to the limited capability (no infrared and limited flying distance) of the existing UAS equipment. The proposed UAS program purchase will be critical to maintaining and enhancing the common operating picture by allowing real-time monitoring of events, and for the sharing of the information provided by the UAS aircraft.</p>	

**CORE CAPABILITIES**

Operational Coordination (EN & All NPAs)		Core Capability #1
Sustaining or Enhancing?	Enhancing	
Situational Assessment (EN & CS)		Core Capability #2 (optional)
Sustaining or Enhancing?	Enhancing	

**SOLUTION AREAS**

PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL
\$0.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00

**GAP(S) IDENTIFIED**

- Law enforcement needs UAV technology during large festivals and public events to identify and monitor suspicious activity. Page 293, 2021 State SPR
- Responders in urban [rural] areas have a lack of situational awareness when initially determining the appropriate response to a given potential threat. Page 294, 2021 State SPR

**ACTIVITIES TO BE PERFORMED**

- Purchase of UAS, AEL Code 03OE-07-SUAS.

**COLLABORATION**

WWPD will share the UAS as part of the Multi-County All Hazards Mutual Aid Agreement, which includes all of the jurisdictions within the county and region. WWPD has provided use of existing equipment and its operator during the February 2020 flood event (DR-4537-WA) to determine search and rescue needs, for damage assessment, and situational awareness. The UAS was deployed during an investigation by the Walla Walla County Sheriff's Office, Internal Revenue Service and WA Gambling Commission illegal horse racing investigation in the county. These are some examples of the collaboration that has already taken place. Equipment with greater capability (improved camera zoom features, infrared, distance and flying time) will enhance WWPD's ability to collaborate with its response partners.

**ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)**

- The purchase of the UAS will help close the gap in Region 8 for surveillance, monitoring, and analysis of potential and real-time hazards by adding improved capability to the City of Walla Walla Police Department (WWPD) unmanned aircraft system (UAS) program.
- New equipment immediately provides WWPD with a UAV that is compliant with a new FAA ruling (mid-2022) specifying UAV equipment must have a Remote ID (current equipment does not).

**DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)**

- Enhanced reporting and analysis. – In conjunction with an aerial perspective, mapping software can play a significant role in the reconstruction of traffic collisions or crime scenes. Officers can use photographs and maps produced by automated UAV camera software to analyze an incident and document the series of events related to an incident.
- Improved response time for search and rescue operations. – A UAV can cover territory much more quickly and efficiently than officers can on foot or even by vehicle. Moreover, drones can go under tree cover or between buildings, enabling access to locations that helicopters can't. Drones equipped with thermal cameras mean that officers can easily spot a lost or missing person hidden under debris or undergrowth, even at night.
- Increased tracking capability. – Law enforcement can apprehend subjects on the run with the aid of a UAS program. The drone can also provide more information on the suspect scenario as the situation develops.
- Increased Officer Safety. – An aerial perspective can provide vital information in dangerous situations such as active shooter scenes or in an investigation of illegal operations. A UAV can discreetly assess the situation from a distance, getting both the big picture and minute details with zoom cameras while increasing the safety of law enforcement officers. High-risk traffic stops also can be made safer by the use of drones. In situations where a suspect is refusing to get out of a vehicle, the officers can deploy a drone to assess the situation or even provide two-way communication while keeping a safe distance.
- Improved crowd control management. – By monitoring with a UAV, operators can scan the entire scene for suspicious behavior in crowd monitoring scenarios or otherwise locate individuals in distress. Zoom and thermal cameras play a vital role in their ability to see the overall view and the tiniest of details in the scene.
- Improved capability to assess the impacts of man-made and natural disasters. – UAS will give responders a "bird's eye view" of the locations impacted by a disaster which will enable them to establish priorities and a common operating picture. The result will be a reduction in common operating conflicts in a multi-agency response.



## NEXUS TO TERRORISM AND NPA

- The UAS program assists WWP, and the agencies they support through mutual aid, in the performance of their duties to include disaster response, monitoring or evaluating critical incidents such as civil unrest, fires, traffic or railroad crashes, and mass casualty events.
- Enhancing the security of soft targets is based largely on the ability of responders to quickly and accurately assess the risk to the target, and respond based on the risk as it presents. A robust UAS program and the equipment in the program will help with the rapid and accurate assessment of risk and will enhance the coordination of the response to threats by giving leaders real time visual feedback on the response.

## Investment #6: WA SHSP National Priority: Community Preparedness and Resilience

Community organizations are the backbone of civic life and therefore, must have the capabilities to withstand acts of terrorism and provide essential services, especially to members of underserved communities, in the aftermath of an attack. Focus on equity and investing in strategies that meet the needs of underserved communities will strengthen the whole of community system of emergency management. The whole community includes children; older adults; individuals with disabilities, and others with access and functional needs; those from religious, racial, and ethnically diverse backgrounds; and people with limited English proficiency. Additionally, equity in emergency management requires proactively prioritizing actions that reinforce cultural competency, accessibility, and inclusion, as well as reflect the historical context of specific groups of people.

As communicated in 2021 State SPR, the Community Preparedness & Resilience (CP&R) capability gaps that will be addressed are: - Public Information & Warning: a need to establish a process for promptly distributing emergency communications in the identified top languages; a need for an updated unified public education strategy to include better coordinated public messaging procedures, policies, and training; and a lack of clarity regarding who will be issuing messages and how quickly they will provide accurate and reliable statements to the public; -Operational Coordination: Staff turnover has created gaps in training and a need for integrated training and exercises between emergency response agencies, healthcare providers, the private sector, and the community to facilitate unified command operations; -Community Resilience: Large segments of the population (individuals, families, communities, organizations) that have the ability to become prepared have not been motivated/interested in taking action to prepare for emergencies and more trained volunteers are needed (Community Resilience gaps are derived from the 2021 Seattle UASI SPR, which rolls up within the State SPR.); and -Logistics & Supply Chain Management: Most jurisdictions need developed plans for maintaining and restoring the supply chain after a natural, terrorist, or biological event.

Through a collaborative ranking and selection process, Washington State has identified several key projects within this Investment to address gaps and sustain/enhance core capabilities directly related to the CP&R National Priority Area.

### PROJECT #2 NP CP&R: Mass Notification System (Investment 6, Project 6)

#### NATIONAL PRIORITY AREA

Community Preparedness & Resilience

#### BRIEF PROJECT DESCRIPTION

This project addresses the risk of Emergent Threats by enabling Region 8 to sustain a capability that has been built to provide Public Information and Warning using a Mass Notification system and IPAWS access, in addition to providing another mechanism for Operational Coordination and Information Sharing. The truth remains that even though Region 8 is not a major metropolitan area, the threat of an act of terror is still very real especially given some of our critical infrastructure, such as an operating nuclear power plant and the Department of Energy's Hanford Site and high agriculture production. The ability to alert and warn our residents is key to saving lives. The ability to geotarget or globally message information and instructions to the public is paramount.

#### CORE CAPABILITIES

Public Information & Warning (EN & All NPAs)		Core Capability #1				
Sustaining or Enhancing?	Sustaining					
Operational Coordination (EN & All NPAs)		Core Capability #2 (optional)				
Sustaining or Enhancing?	Sustaining					
SOLUTION AREAS						
PLANNING	ORGANIZATION	EQUIPMENT	TRAINING	EXERCISE	TOTAL	
\$0.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$24,000.00	



**GAP(S) IDENTIFIED**

- 2021 SPR Page 20 - Lack of robust public Ed campaigns
- 2021 SPR Page 21 - Organization - Lack of adequate sign-ups for CodeRED (or other systems) and the need for continued funding for our Mass Notification System - ultimately making funding of this type part of standard HLS funding

**ACTIVITIES TO BE PERFORMED**

- Renew yearly mass notification contracts.
- Weekly testing of the system by utilizing the IPAWS and EAS components.
- Fully activating the system in compliance with the set Required Monthly Test (RMT) Schedule for the Columbia Basin Operational Area.
- Annual testing to ensure viability of the databases.

**COLLABORATION**

This is a Hybrid Regional Project – Hybrid in the fact that each county holds a separate contract with their mass notification vendor and Regional in the aspect of supporting Public Information and Warning efforts across all of Region 8. Many of the counties within R8 have provided access to use the system to other community partners (law, fire, municipalities) which increases the operation coordination efforts and aids in information sharing. Even though they use separate systems, Walla Walla County, Benton County, and Franklin County each have the ability to deploy IPAWS for all three counties. This provides backup capability for IPAWS alert and warning.

**ASSOCIATED DELIVERABLES/OUTPUTS (IMMEDIATE)**

Maintain Mass Notification services, including:

- Initiate IPAWS alert for quick dissemination of emergency actions
- EM and first responders can globally or geo specifically target alert and warning communications to public
- Whole community messaging that meets guidelines associated with access and functional needs, as well as Limited English Proficiency populations.

**DESIRED OUTCOMES (INTERMEDIATE AND LONG-TERM)**

The outcome of this investment is sustained capability to alert and warn the public in the face of emergent threats from terrorists, criminal actors or foreign adversaries. Use of the mass notification system can also be used to rapidly notify ALL key personnel, law, fire, mayor, commissioners etc. to share and leverage intelligence information in a quick efficient manner.

**NEXUS TO TERRORISM AND NPA**

This Project will enable Region 8 to sustain the Core Capability of Public Information and Warning, providing an avenue to disseminate critical/lifesaving information in the face of emergent threats. Whether the threat is from a terrorist activity or a natural disaster, the key to protecting the health and safety of the public is in our ability to reach a wide range of populations. Region 8 is very diverse ranging from more urban areas of Yakima and the Tri-Cities to very rural areas of Klickitat County. Each county within Region 8 relies heavily on the ability to provide geographically based information and instructions to the public that is separate from the mainstream radio/media availabilities of the EAS, because not all areas receive a clear radio or media outlet.

## 22SHSP Budget

*Walla Walla County Emergency Management*

**AGREEMENT AMOUNT      \$100,126**

AMOUNT

LETPA      \$52,000.00  
52% of the agreement total

PERSONNEL      \$36,126.00  
36% of the agreement total

M&A      \$0.00  
0% of the agreement total

### ***Sustainment Subproject(s)***

AMOUNT

SUBPROJECT #1 Planning & Operational Coordination	\$36,126.00
M&A	\$0.00
	SUBTOTAL      \$36,126.00
	INDIRECT      \$0.00
	TOTAL      \$36,126.00

### ***National Priority Area Project(s)***

AMOUNT

PROJECT #1 NP ST/CP: Unmanned Aerial System (Investment 2, Project 10)	\$40,000.00
PROJECT #2 NP CP&R: Mass Notification System (Investment 6, Project 6)	\$24,000.00
M&A	\$0.00
	SUBTOTAL      \$64,000.00
	INDIRECT      \$0.00
	TOTAL      \$64,000.00

22SHSP TIMELINE	
Walla Walla County Emergency Management	
DATE	TASK
September 1, 2022	Grant Agreement Start Date
September 2022	Estimated date work scheduled for one or more subprojects/projects
NLT January 31, 2023	Submit proof of completion of Nationwide Cybersecurity Review (NCSR) - <i>NCSR system closes February 28, 2023</i>
April 30, 2023	Submit Reimbursement Request and Progress Report
July 31, 2023	Submit Reimbursement Request and Progress Report
October 31, 2023	Submit Reimbursement Request and Progress Report
January 31, 2024	Submit Reimbursement Request and Progress Report
April 30, 2024	Submit Reimbursement Request and Progress Report
July 31, 2024	Submit Reimbursement Request and Progress Report
October 31, 2024	Grant Agreement End Date
December 15, 2024	Submit Final Reimbursement Request and Closeout Report

*HSGP Performance Period: September 1, 2022, to August 31, 2025*



# Proposal

Date: November 2, 2022

Proposal 2022 11-02 EMD

To: BOCC

From: Liz Jessee  
Director

Intent: Executive Renewal of Everbridge, Inc. Contract

Topic: Selection of Emergency Notification System for Walla Walla County

## Summary

In response to Walla Walla County Emergency Management's Request for Proposal (RFP) and Qualifications for an Emergency Notification System (ENS) dated July 18, 2022, I would like to propose that the Board of County Commissioners give their approval to move forward with renewal of the contract with our current ENS vendor, Everbridge, Inc.

All of the Proposals received in response to our RFP had the desired basic features, but Everbridge scored higher due to a couple of their unique features. Everbridge's Resident Connection™ provides Walla Walla County with access to Everbridge's National Life Safety Database containing additional contact information not available in the datasets provided by other vendors. This database provides geocoded unlisted landline, Voice-Over-Internet-Protocol, and mobile phone contact information.

Everbridge's Community Engagement™ allows database growth using multiple opt-in methods: Anonymous mobile opt-ins by sending a zip code to 888-777; Anonymous keyword opt-ins by sending a designated keyword to 888-777. This feature was used during Walla Walla County's COVID response with the keyword "COVIDWW." Participants received updates about COVID testing and vaccination.

Through the RFP process we were able to renegotiate our contract with Everbridge at a reduced price, \$5000 less than for our current year. In addition, Everbridge will add SMARTWeather Alerting™ at no additional cost (a \$5000 add on). SMARTWeather automatically broadcasts customized messages based on the type and severity of the weather event. Everbridge will also be providing 10 hours of their Proserve Consulting Services™ at no cost. We will use utilize this service to establish best practices for reaching out to the County's Spanish-speaking residents.

## Cost

\$19,548.88 Annually for 36 months.

**Funding**

State Homeland Security Grant Program

**Alternatives Considered**

Contract with another ENS vendor.

**Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

No known risk.

**Benefits**

Staying with our current vendor not only is a fiscally sound decision, but it is also a time saving one. By continuing with Everbridge, we will not have to work through the difficult and time-consuming process of onboarding a new ENS.

**Conclusion/Recommendation**

Recommend the BOCC approve Liz Jessee, Director, proceed with renewal of contract with Everbridge, Inc.

---

Submitted By

Liz Jessee, EMD, November 2, 2022

Disposition

\_\_\_\_ Approved

Name      Department      Date

\_\_\_\_ Approved with modifications

\_\_\_\_ Needs follow up information

Name      Department      Date

\_\_\_\_ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

\_\_\_\_ Modification

\_\_\_\_ Follow Up



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everbridge.com

## Quotation

### Prepared for:

Liz Jessee  
Walla Walla  
PO Box 478  
Walla Walla WA 99362-0216  
United States  
Ph: 5095242902  
Fax:  
Email: ljessie@co.walla-walla.wa.us

**Quote #:** Q-113071  
**Date:** 10/27/2022  
**Expires On:** 1/25/2023  
**Confidential**

**Salesperson:** Sara Maras  
**Phone:**  
**Email:** sara.maras@everbridge.com

### Contract Summary Information:

Contract Period:	36 Months
Contract Start Date:	1/25/2023
Contract End Date:	1/24/2026

### Contact Summary:

Household Count:	25,000
Employee Count:	1,000

### Year 1

QTY	DESCRIPTION	PRICE
65,750	Mass Notification Pro	USD 14,548.88
1	Resident Connection - Phonebook Data	USD 5,000.00
65,750	Smart Weather Alerting (includes 1 location in base weather subscription)	USD 0.00
Year 1 TOTAL:		USD 19,548.88

### Professional Services

QTY	DESCRIPTION	PRICE
1	Proserve - Consulting Services Remote Delivered	USD 0.00
Professional Services TOTAL:		USD 0.00

### Pricing Summary:

Year One Fees:	USD 19,548.88
One-time Implementation and Setup Fees:	USD 0.00

Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 19,548.88</b>

**Ongoing Fees:**

Year Two Fees:	USD 19,548.88
Year Three Fees:	USD 19,548.88

**Messaging Credits Summary:**

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	2,500,000	0	2,500,000
Year 2	2,500,000	0	2,500,000
Year 3	2,500,000	0	2,500,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.



**Please, Sign, Date and Return:**

**Signature:**

**Date:**

---

**Name (Print):**

**Title:**

---

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**Please, Sign, Date and Return:**

**Signature:**

**Date:**

---

**Name (Print):**

**Title:**

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155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



## WALLA WALLA COUNTY SHERIFF'S OFFICE

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

**Mark A. Crider**  
Sheriff

Sheriff's Office	(509) 524 - 5400
Fax	(509) 524 - 5480
Dispatch	(509) 527 - 3265
Burbank Dispatch	(509) 545 - 8441
Toll Free	(866) 527 - 3268
Email:	sheriff@co.walla-walla.wa.us

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

Date: November 7, 2022

Proposal ID. 2022 11-14 SO

To: BOCC

From: Mark Crider, Sheriff, Sheriff's Office

**Intent** — Decision

**Topic** — Approval of funding for replacement of portable radios via sealed bid for the Sheriff's Office

### **Summary**

The Walla Walla County Sheriff's Office are having extensive radio problems with our current portable radios. An evaluation was conducted by Sgt Kevan Maas comparing our current Icom radios and Bendix King radios, which are the same as used by other law enforcement agencies within our area. The radios were compared side by side and the evaluation indicated there is a substantial difference. (See attached PowerPoint presentation.) Quotes were requested to replace the radios.

Quotes for the new radios were obtained from 4 vendors. Currently, the radios we have are of a technology that is nearly 20 years old and doesn't meet current FCC mandates or DOJ regulations which will be in force soon. The proposed radios have the capability of moving over to digital, as the FCC has required since 2013 and can encrypt data being transmitted to lessen chance of interception.

### **Cost (Low responsible quote)**

\$90,728.16 plus tax for the radios.

### **Funding**

We don't anticipate having sufficient budget residual amounts to be able to finance these total costs. We are requesting funding for this project from the BOCC. If nearer the end of the year we reevaluate and discover that we will be able to fund part of this, we will use these funds to do so.

## **Alternatives Considered**

We investigated a repeater possibility which would be based in the cars to boost the signal coming from the portable radios. After extensive testing, all of which had negative results, the vendor then advised us that the repeaters do not work with Icom radios.

## **Acquisition Method**

Purchase of the radios would be purchased through the lowest responsible bidder, via sealed bid as required by Resolution 16 221. The costs for the radio pouches would be approximately \$1,750 and we should have sufficient funds in our 2022 budget to purchase these.

## **Security**

Having a radio that either will not reach dispatch or is not clear and understandable, is a huge security risk to the deputies and to those they serve. The inability to request assistance could be deadly for both the deputy and citizen. Replacing these radios will greatly improve security for all involved.

**Access** NA

## **Benefits**

In addition to the security benefits listed above, the poor radio reception could cause liability to the County. Concerning potential personal injury lawsuits, L&I claims, etc, the radios will reach vital assistance and help them arrive in time to prevent critical incidents and thus prevent the claims.

## **Conclusion/Recommendation**

A functioning communication system for law enforcement are extremely mission critical equipment. Recommend that the Board of County Commissioner approve the purchases totaling \$90,728.16 (plus tax) and provide funding for the project.

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Submitted By

Mark Crider, Sheriff's Office 11-7-2022

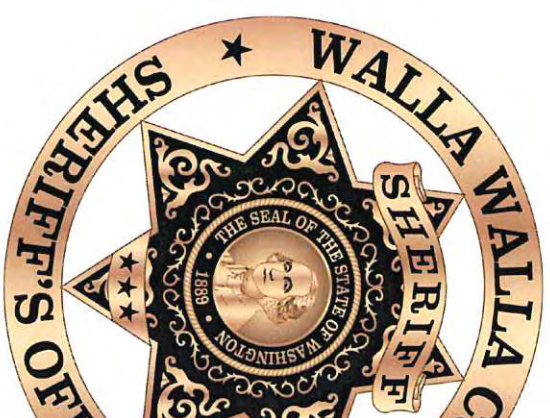
Name	Agency	Date	BOCC Chairman Disposition	Date
			_____ Approved	
			_____ Denied	
			_____ Approved with modifications	
			_____ Needs follow up information	

[illegible]

### Additional Requirements to Proposal

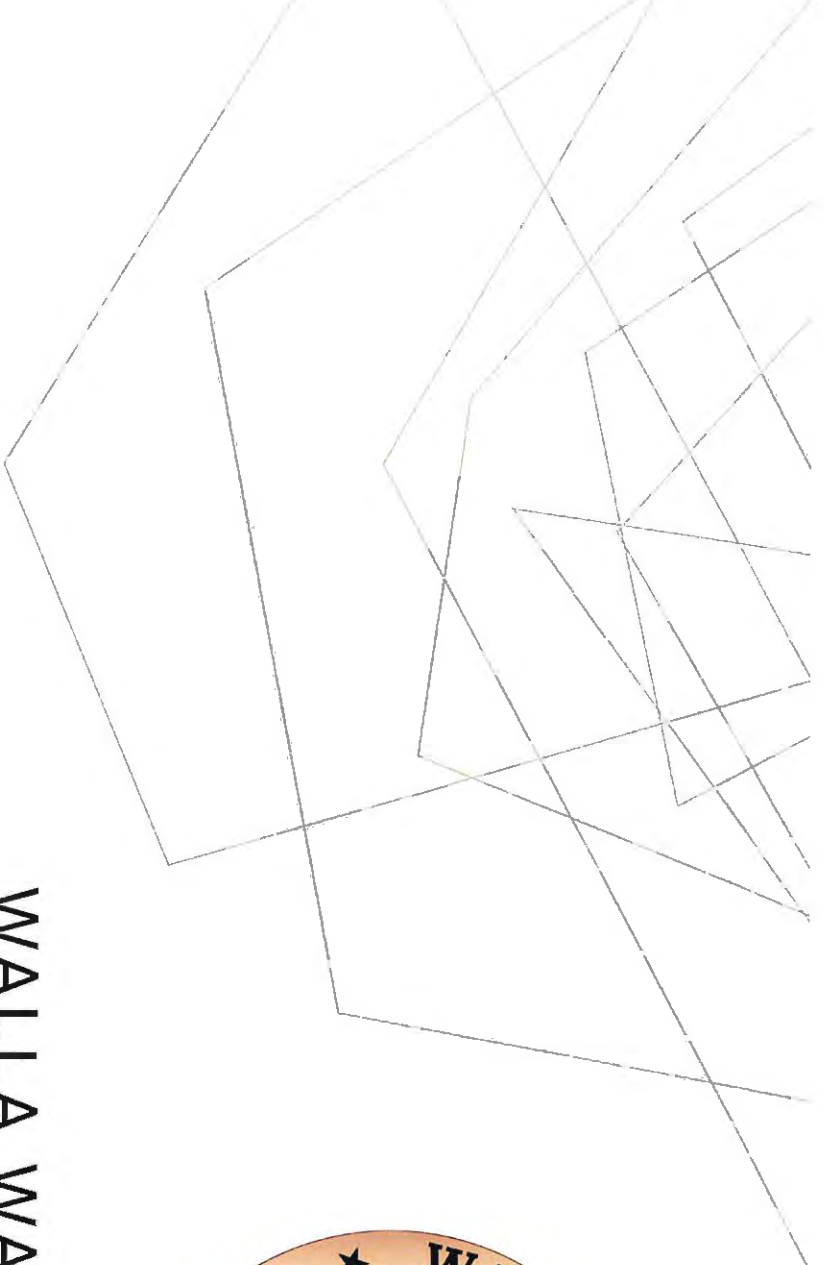
         Modification

\_\_\_\_ Follow up



# WALLA WALLA COUNTY SHERIFF'S OFFICE

Sergeant Kevan Maas



## THE SITUATION

- Ageing equipment
- Limitations of Icom Radios
- Deputy Safety

## EXTERNAL REQUIREMENTS

- DOJ Mandates / Regulations
- Federal Mandates / Regulation
- Washington State Laws

# BENDIX KING RADIO 5000



20XX

Pitch Deck

4



# W THE BKR 5000 A SOLUTION

## MENTS

- The BKR 5000 addresses the mandatory shift from analog to digital communications.

## UIREMENTS

The BKR 5000 has a built in 16-bit digital encryption.

## WASHINGTON LAWS

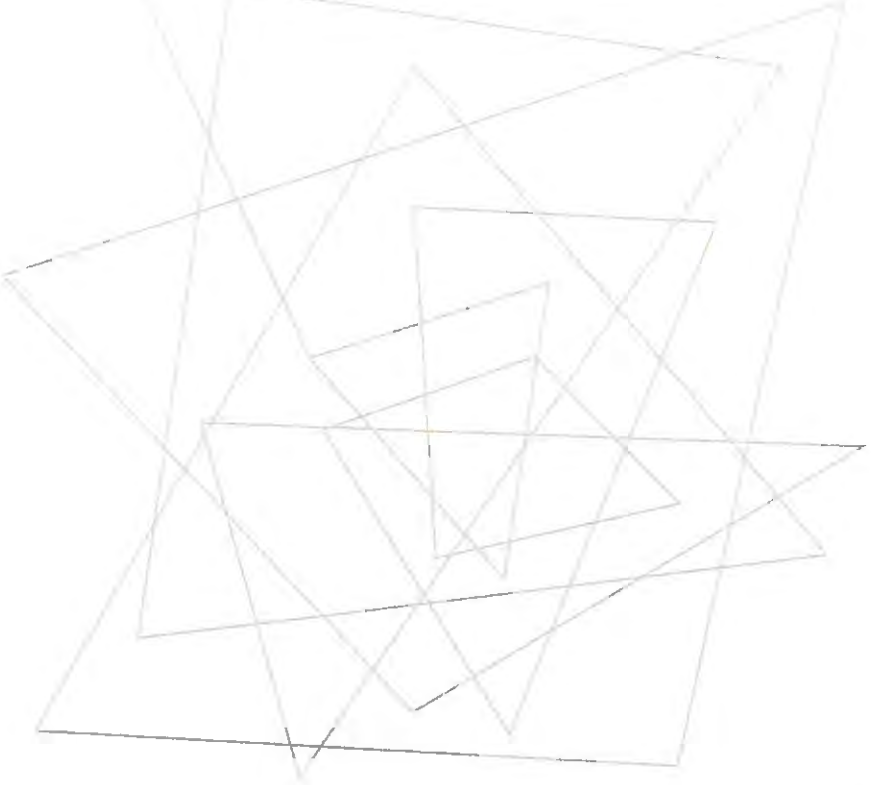
Better radio connectivity amongst agencies allows for better coordination during critical incidents.

## INCREASED DEPUTY SAFETY

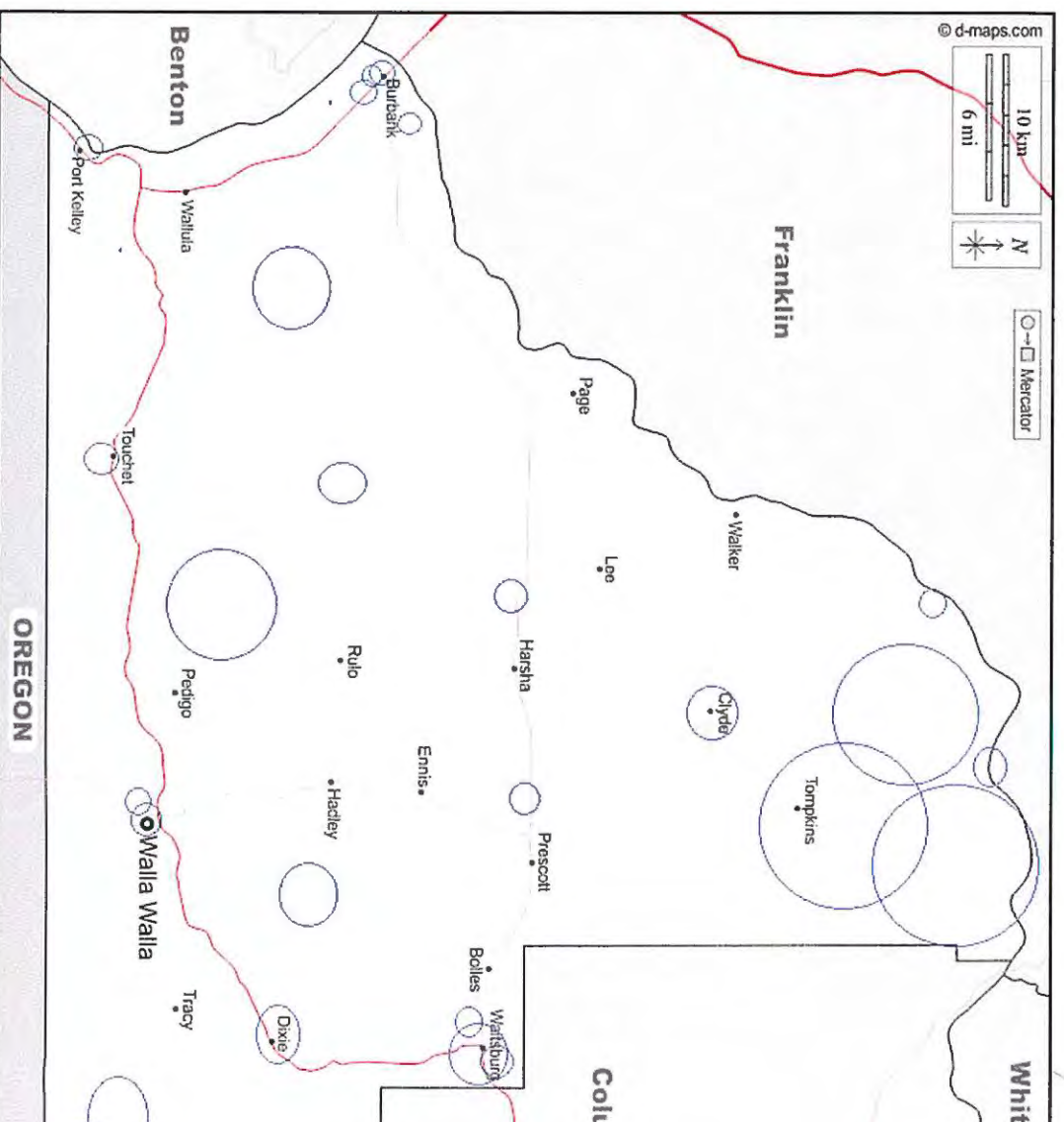
Deputies being able to reach dispatch, call back up, and talk to each other is vital.

# RADIO TESTING & RESULTS

- WESCOM dispatchers reported they were unable to tell the difference between the BKR5000 and the vehicle radios.
- The current issued Icom F70D was unable to talk to dispatchers.
- Audio analysis test recordings showed a dramatic improvement of transmission quality and strength with the BKR5000.



Hwy 12 Dixie  
Station 54  
Station 51  
Touchet  
Port Kelly  
Dodd / Britton Rd.  
10000 Blk Touchet North Rd.  
Hwy124 / CM Rice Rd.  
Orchards off Fuji Rd.  
Fishhook Park/ Granny Smith.  
Hwy 124 MP 13  
Columbia High School  
Walla Walla County Jail  
Walla Walla Sheriff's Office  
705 Maple St. Waitsburg  
7<sup>th</sup> / Butter Cup Waitsburg  
Clyde Elevators  
Lyons Ferry / Ayer Rd.  
County Line on Millcreek  
Kooskooskie  
Stonecipher Rd.



## FEATURES AND SAFETY

### Increased Battery Capacity

The BKR5000 has a battery life of 18 to 20 hours from a single charge vs. 10 hours for lcom

### GPS

BKR5000 comes standard with a GPS module.

### Already Used By WWPd & WWFD

Standardization of communication equipment.

### Encrypted Tactical Channels

Specialty units such as SWAT or the Regional Drug & Gang Taskforce will have increased officer safety during field operations.

## QUOTES

Low Quote  
High Quote

Total w/ pouches & Tax  
\$96,868.17  
\$112,843.52



# QUESTIONS?

Sergeant Kevan Maas

509-524-5400

[kmaas@co.walla-walla.wa](mailto:kmaas@co.walla-walla.wa)

20XX

Pitch Deck



# Proposal

**Date:** 11-14-22

**Proposal ID.** 2022 11-14 EconDev – Port

**To:** BOCC

**From:** Diane Harris, Clerk of the Board

**Intent** – Approval of Port of Walla Walla expending funds

**Topic** – Approval of Port of Walla Walla expending funds from the Port's portion of the Economic Development Sales Tax Funds for City of College Place – Lions Park Renovation Project

## Summary

The Port of Walla Walla during their regularly scheduled meeting on October 27, 2022 approved the City of College Place's grant application for the Lions Park Renovation Project. This request is for \$200,000 from the Port of Walla Walla's portion of the Economic Development Sales Tax Fund.

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

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

## Cost

\$200,000

## Funding

9/10ths Funds – Port of Walla Walla

## Alternatives Considered

N/A

## Acquisition Method

N/A

## Security

N/A

## Access

## Risk

## Benefits

**Conclusion/Recommendation**

Approval of the Port of Walla Walla expending \$200,000 out of their portion of the 9/10<sup>th</sup> Economic Development Funds for the City of College Place – Lions Park Renovation Project.

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Submitted By

Disposition

Diane Harris, Commissioners 11/14/22

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☐ Approved

Name      Department      Date

☐ Approved with modifications

☐ Needs follow up information

Signature

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☐ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

☐ Modification

☐ Follow Up

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**SENT VIA EMAIL ON 11-02-2022**

November 2, 2022

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

**RE: Economic Development Sales Tax Fund Grant – City of College Place – Lions Park Renovation Project**

Dear Commissioners:

On October 27, 2022, the Port of Walla Walla Commissioners approved a \$200,000 Non-Economic - Economic Development Sales Tax Fund (EDSTF) grant to the City of College Place – Lions Park Renovation Project. Attached is the staff report and EDSTF application for your review and records.

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

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

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

Sincerely,

Patrick H. Reay  
Executive Director

Enc. City of College Place – Lions Park Renovation Project

cc: Port Commissioners  
Mike Rizzitiello, City Administrator, City of College Place

## **Port of Walla Walla** **Staff Report**

**TO:** Port of Walla Walla Commission

**FROM:** Patrick H. Reay, Executive Director  
Paul Gerola, Economic Development Director

**SUBJECT:** Non-Economic - Economic Development Sales Tax Fund (EDSTF) Grant Application  
City of College Place- Lions Park Renovation Project

**DATE:** October 27, 2022

**PROJECT LOCATION:** City of College Place - Lions Park Renovation Project

**JURISDICTION:** Port of Walla Walla

**PURPOSE:** Action Item

**STAFF RECOMMENDED ACTION:** Staff recommends approval of an Economic Development Sales Tax Fund (EDSTF) grant under the “Non-Economic Development Project” criteria in the amount of \$200,000 to the City of College Place- Lions Park Renovation Project.

1. Other public project funds estimated at \$4,900,000 is secured and expended in order to request disbursement of this Economic Development Sales Tax Fund grant from the Port.

**PROPOSED MOTION:** I move that we approve an Economic Development Sales Tax Fund grant under the “Non-Economic Development Project” criteria in the amount of \$200,000 to City of College Place- Lions Park Renovation Project and to authorize the Executive Director to submit said application to the Walla Walla County Board of Commissioners for their concurrence.

**BACKGROUND:** Port of Walla Walla in partnership with the Walla Walla County Board of Commissioners manages the Economic Development Sales Tax Fund for Walla Walla County. The Port and County have two (2) separate fund accounts which each jurisdiction manages separately. Currently, the account fund balance of the Port’s managed fund is approximately \$3.138 million. Enclosed as Attachment A-1 is the EDSTF Report with a summary of current projects and remaining fund balance. The Port Commission has the ability to award and distribute funds for projects that are listed in the approved Port of Walla Walla Economic Development Plan or projects listed within the Walla Walla County Comprehensive Plan in Appendix G. The City of College Place’s Lions Park Renovation Project is listed in both the Port’s 2022 Economic Development Plan and Walla Walla County Comprehensive Plan in Appendix G.

**DISCUSSION/ANALYSIS:** The City of College Place is requesting grant funds to renovate Lions Park. This park is the largest of four parks within the City and serves as the town square. It is also home to events that facilitate local commerce including the weekly Farmers Market during the Summer as well as Movies at the Park.

Improvements include a splash pad, accessible playground, restroom, picnic shelter, 0.25-mile circular walking path with exercise equipment, separation of pond from creek including stormwater improvements, naturalize bank of pond, and fishing dock, electrical infrastructure to support community events, and replacing the softball field with a new multiuse field. This proposal would enlarge the area of the park that could support the Farmers Market by double.

The park is home to the weekly Farmers Market which goes from May through September. It also is home to Movies at the Park. It does support local farmer and artisan economic development.

Enclosed as Attachment A-2 is the City of College Place's EDSTF application for the Lions Park Renovation Project.

The project would be funded as a "Non-Economic Development Project" (Non-EDP) criterion as outlined in the Principle Guidelines for the Economic Development Sales Tax Fund (EDSTF), under Section 8. Below is Section 8 of Principle Guidelines. Also, enclosed in Attachment A-3 are the Principle Guidelines for the Economic Development Sales Tax Fund (EDSTF). The City of College Place does qualify under the Non-EDP criteria.

**Section 8 - Principle Guidelines for the Economic Development Sales Tax Fund (EDSTF)**

Public infrastructure projects that cannot identify the creation of new direct family-wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes are encouraged to apply for an EDSTF loan. If the applicant is requesting an EDSTF grant, and an EDSTF grant is awarded, the applicant will be restricted in applying for an EDSTF grant for 5 years from the date of the award. However, during this 5-year restricted period, the applicant has a public infrastructure project that can demonstrate the creation of new direct family-wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes, their application would be considered for funding.

The City of College Place's past economic development projects that were funded by the Port's Economic Development Sales Tax included the following:

- March 2004 - City of College Place – Whitman Drive Extension Project Grant \$200K
- August 2012 - City of College Place – College Ave./Rose Street Reconstruct Project Grant \$200K
- March 2020 - City of College Place – Southwest Wastewater Trunk Line Project Grant \$200K

The City of College Place has not utilized the "Non-Economic Development Project (Non-EDP)" criteria on any of the above-mentioned projects. The proposed Sewer System Relining Project is also listed within the Walla Walla County Comprehensive Plan in Appendix G:

**LEGAL REVIEW:** No legal review of the grant application.

**FISCAL IMPACT:** If the grant requested is approved, then the funds available from the Port's Economic Development Sales Tax Funds will be expended by \$200,000. Enclosed as Attachment A-1 is the EDSTF Report with a summary of current projects and remaining fund balance.

**ALTERNATIVE(S)**

1. Do not fund the City of College Place's Lions Park Renovation Project with an Economic Development Sales Tax Fund grant request.
2. Fund the City of College Place's Lions Park Renovation Project with an Economic Development Sales Tax Fund loan, rather than the requested grant.
3. Fund the request at a different funding level and combination of grants/loans.

**ATTACHMENTS**

Attachment A-1	EDSTF Report
Attachment A-2	City of College Place's EDSTF application
Attachment A-3	Principle Guidelines for EDSTF



# Walla Walla County - Port's Economic Development Sales Tax Fund - 2022

Revenues	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
2020 Revenues	\$ 60,443	\$ 68,004	\$ 53,410	\$ 51,690	\$ 53,884	\$ 53,763	\$ 64,483	\$ 79,367	\$ 72,197	\$ 76,709	\$ 79,974	\$ 72,474	\$ 786,398
2021 Revenues	\$ 66,668	\$ 77,946	\$ 58,431	\$ 61,439	\$ 83,989	\$ 78,157	\$ 94,517	\$ 92,838	\$ 87,677	\$ 89,744	\$ 90,606	\$ 85,118	\$ 967,130
2022 Revenues	\$ 79,775	\$ 88,301	\$ 70,735	\$ 71,931	\$ 86,526	\$ 83,627	\$ 88,014	\$ 95,822	\$ -	\$ -	\$ -	\$ -	\$ 664,731

Fund Balance on 12/31/21	\$ 3,273,537
2022 Sales Tax Received	\$ 664,731
2022 Sales Tax Loan Repayment	\$ -
2022 YTD Balance	\$ 3,938,268
2022 Fund Disbursement YTD	\$ -
Present Fund Balance	\$ 3,938,268
Less Future Project Commitments	\$ 800,000
Available Fund Balance	\$ 3,138,268

Projects 33,34, 37 & 39  
Updated: 10/24/22

#	Project Fund Allocations	Amount	Funding	Disbursed	Year	Type
1	October 2001 - Walla Walla Community College - Enology & Viticulture Building	\$ 250,000	Grant	Yes	2002	EDP
2	January 2002 - Walla Walla County - Fairground Exhibition Center Rehabilitation	\$ 200,000	Grant	Yes	2002	EDP
3	May 2002 - Port of Walla Walla - Cliffstar Project	\$ 200,000	Grant	Yes	2002	EDP
4	May 2002 - Port of Walla Walla - Cliffstar Project	\$ 200,000	Grant	Yes	2002	EDP
5	March 2003 - City of Walla Walla - Downtown Walla Walla Improvements	\$ 200,000	Grant	Yes	2003	EDP
6	March 2003 - Walla Walla Community College - Culinary Project	\$ 200,000	Grant	Yes	2003	EDP
7	October 2003 - City of Prescott - Fire Station Improvements	\$ 20,000	Grant	Yes	2004	EDP
8	March 2004 - City of College Place - Whitman Road Extension Project	\$ 200,000	Grant	Yes	2007	EDP
9	March 2004 - City of Waitsburg - Main Street Enhancement Project	\$ 100,000	Grant	Yes	2008	EDP
10	July 2005 - Port of Walla Walla - Key Technology Avery Expansion	\$ 200,000	Grant	Yes	2005	EDP
11	July 2005 - Port of Walla Walla - Key Technology Avery Expansion (Loan Paid Off)	\$ 200,000	Loan	Yes	2005	EDP
12	January 2006 - Port of Walla Walla - Raillex Project	\$ 400,000	Grant	Yes	2006	EDP
13	February 2006 - Walla Walla Community College - Allied Health Building	\$ 100,000	Grant	Yes	2007	EDP
14	August 2006 - City of Walla Walla - Isaacs Avenue Improvements	\$ 200,000	Grant	Yes	2007	EDP
15	October 2007 - Walla Walla Community College - Water Resource Building - Phase 1	\$ 50,000	Grant	Yes	2007	EDP
16	November 2008 - Walla Walla Community College - Water Resource Building - Phase 2	\$ 200,000	Grant	Yes	2010	EDP
17	August 2009 - Walla Walla Watershed Management Partnership	\$ 12,500	Grant	Yes	2009	EDP
18	August 2010 - City of Walla Walla - Dell Avenue Industrial Area - Water Line Upgrade	\$ 97,507	Grant	Yes	2010	EDP
19	April 2012 - Port of Walla Walla - Dodd Road Industrial Park Waterline - Project Pet	\$ 100,000	Grant	Yes	2012	EDP
20	August 2012 - City of College Place - College Avenue/Rose Street Reconstruction Project	\$ 200,000	Grant	Yes	2013	EDP
21	September 2012 - City of Walla Walla - Alder Street Improvements	\$ 200,000	Grant	Yes	2015	EDP
22	October 2012 - Port of Walla Walla - Raillex Phase 2 & 3 - Road Extension - Raillex Road to Raindance	\$ 200,000	Grant	Yes	2013	EDP
23	October 2012 - Port of Walla Walla - Raillex Phase 2 & 3 - Dodd Road/WGBP Water System Infrastructure	\$ 200,000	Grant	Yes	2014	EDP
24	March 2014 - Walla Walla County - Human Service Building- (Loan Paid in full in 2017)	\$ 200,000	Loan	Yes	2014	EDP
25	February 2015 - City of Prescott - Pedestrian Improvements & Other	\$ 199,028	Grant	Yes	2015	Non-EDP
26	September 2015 - Port of Walla Walla - Alder Street Office - Ingeniux	\$ 200,000	Grant	Yes	2015	EDP
27	September 2015 - Port of Walla Walla - City of WW & CP Fiber Projects (Loan Paid in full in 5-21)	\$ 400,000	Loan	Yes	2015	EDP
28	July 2016 - City of Walla Walla - Memorial Pool Reconstruction Project	\$ 200,000	Grant	Yes	2017	Non-EDP
29	March & July 2017 - City of Waitsburg - Main Street Bridge Replacement Project	\$ 150,000	Grant	Yes	2017	EDP
30	October 2018 - Port of Walla Walla - Wallula Dodd Water System (WDWS) Improvement Project	\$ 3,000,000	Grant	Yes	2019	EDP
31	February 2019 - City of Walla Walla - Spokane Street Improvement Project	\$ 250,000	Grant	Yes	2021	EDP
32	March 2020 - City of College Place - Southwest Wastewater Sewer Trunk Line Project	\$ 200,000	Grant	Yes	2021	EDP
33	December 2020 - City of Walla Walla - Heritage Square Redevelopment Project	\$ 200,000	Grant	No		Non-EDP
34	December 2020 - Walla Walla County - Historical Courthouse Upgrade Project	\$ 200,000	Grant	No		Non-EDP
35	August 2021 - City of Waitsburg - Millrace Grade Improvement Project	\$ 80,000	Grant	Yes	2021	EDP
36	February 2022 - Walla Walla County-Fairgrounds Arena Expansion (Viewing Platforms)	\$ 200,000	Grant	Yes	2022	Non-EDP
37	February 2022 - Walla Walla County-Fairgrounds Arena Expansion (Viewing Platforms)	\$ 200,000	Loan	No		Non-EDP
38	March 2022 - Prescott Joint Parks & Recreation - Prescott Pool Repairs and Upgrades Project	\$ 100,000	Grant	Yes	2022	Non-EDP
39	September 2022 - City of Waitsburg - Sewer System Relining Project	\$ 200,000	Grant	No		Non-EDP
40		\$ -				
Total Fund Allocations to Date		\$ 9,909,035				

The Port has established on its website information on the Economic Development Sales Tax Fund. Information includes the background on the EDSTF, Port and Walla Walla County Interlocal Agreement, Historical Use of Funds, EDSTF Application, EDSTF Guiding Principles, and Walla Walla County's Comprehensive Plan - Appendix G (Projects that are eligible to receive EDSTF). Here is the link to the Port's website for information. [www.portwallawalla.com/economic-development/economic-development-sales-tax-fund](http://www.portwallawalla.com/economic-development/economic-development-sales-tax-fund). Note: Eligible projects are those listed in Appendix G of the County of Walla Walla Comprehensive Plan and projects that can clearly demonstrate the tangible creation and/or retention of family wage jobs. EDP=Economic Development Project, Non-EDP=Non-Economic Development Project

# Walla Walla County

## Economic Development Sales Tax Fund

### SECTION I.

### APPLICATION FOR FUNDING

<b>Applicant:</b>	City of College Place, Washington		
<b>Project Title:</b>	Lions Park Renovation		
<b>Contact:</b>	Mike Rizzitiello		
<b>Title:</b>	City Administrator		
<b>Telephone:</b>	(509) 394-8506		
<b>Cell:</b>	(509) 520-9091		
<b>E-Mail:</b>	mrizzitiello@cpwa.us		
<b>Mailing Address:</b>	625 S. College Avenue		
<b>City:</b>	College Place	<b>Zip Code:</b>	99324
<b>Total Project Financing</b>			
<b>Total Project Cost:</b>	\$ 5,100,000		
<b>Amount secured to date:</b>	\$ 4,900,000		
<b>The total amount requested from the Economic Development Sales Tax Fund: Loan &amp; Grant combined</b>	\$		
<b>Loan Information</b>			
<b>Amount of loan request:</b>	\$		
<b>Loan term requested (Maximum term is 10 years):</b>		<b>YRS</b>	<b>Rate</b>
<i>A loan is a general obligation or revenue obligation of the jurisdiction receiving the loan. With the acceptance of a loan, the jurisdiction agrees to obligate its full faith, credit, and revenue to repay the loan, regardless of the project which prompted the application for funding. The maximum loan amount is \$200,000. Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4.</i>			
<b>Grant Information</b>			
<b>Amount of Grant request:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4)</i>	\$ 200,000		
<b>Amount of Local Public Match:</b> <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #5)</i>	\$ 4,400,000		

**Declaration:** I hereby certify that the information given in this application is true and correct to the best of my knowledge and belief and that I have reviewed Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.

Signature of Responsible Official: Michael Rizzitiello Date: 09/20/2022

Print or Type Name and Title: Michael Rizzitiello - City Administrator

## **SECTION II. IDENTIFICATION OF PUBLIC FACILITY PROJECT AND COSTS**

- 1. Describe the entire public facilities project, including the parts that you are not asking to fund.**  
*(The term "public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.*

This project entails the renovation of Lions Park. This park is the largest of four parks in the City and serves as the town square. It is also home to events that facilitate local commerce including the weekly Farmers Market during the Summer as well as Movies at the Park.

Improvements include a splash pad, accessible playground, restroom, picnic shelter, 0.25 mile circular walking path with exercise equipment, separation of pond from creek including stormwater improvements, naturalize bank of pond, and fishing dock, electrical infrastructure to support community events, and replacing the softball field with a new multiuse field. This proposal would enlarge the area of the park that could support the Farmers Market by double.

- 2. Summarize efforts taken to date regarding the project in terms of specific steps and studies and dates of action.**

This project has received considerable community outreach and has existed in the City six-year Capital Facility Plans since 2018. The project is within the City's Comprehensive Plan Park Element:  
[http://cms6.revize.com/revize/cityofcollegeplace/Appendix%20H\\_Parks%20and%20Recreation%20Plan-Final.pdf](http://cms6.revize.com/revize/cityofcollegeplace/Appendix%20H_Parks%20and%20Recreation%20Plan-Final.pdf) and Economic Development Element:  
[http://cms6.revize.com/revize/cityofcollegeplace/Appendix%20J\\_Economic%20Development%20Plan%2005-18-18.pdf](http://cms6.revize.com/revize/cityofcollegeplace/Appendix%20J_Economic%20Development%20Plan%2005-18-18.pdf) Both plans were adopted as part of Ordinance #18-023 on October 9th, 2018. A synopsis of the public process for Lions Park including public meetings and associated documents (grant documents, design, engineering, construction documents) is on this project webpage:  
[https://www.cpwa.us/residents/lions\\_park\\_renovation.php](https://www.cpwa.us/residents/lions_park_renovation.php)

- 3. Does this project qualify as economic development and does it create or retain family wage jobs? (Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.)**

The park is home to the weekly Farmers Market which goes from May through September. It also is home to Movies at the Park. It does support local farmer/artisan economic development and supports retain/creation of family wage jobs.



4. List the number of projected jobs to be retained and/or created by the firm as a result of the public infrastructure project. Jobs must be expressed in Full-Time Equivalents (FTEs). Management positions should be indicated as an annual salary. \* Retained jobs are defined as jobs that would otherwise be lost in Walla Walla County.

Job Description	Number of Jobs Created (in FTEs)	Number of Jobs Retained* (in FTEs)	Hourly Wage and/or Annual Wage
Local Artisans/Farmers) - Farmers Market	30	30	\$ 25.22
			\$
			\$
			\$
			\$
			\$

Projected annual gross payroll for all job classifications? \$726,345

How many of these positions are part-time or seasonal work? 60

5. Is this project listed in the Walla Walla County Comprehensive Plan? Yes ☐ No ☒

**Walla Walla County Comprehensive Plan - Chapter 11 Economic Development Element – Appendix G**

6. Does your organization have an active interest and involvement in economic development?  
Please explain?

This project supports Goal ED-4 and ED-5 in the 2019 County Comprehensive Plan. The City has an active interest in Economic Development. The City has a Economic Development Plan/Strategy and also has an active Economic Development, Tourism, and Events Commission that meets monthly. This project is a priority for this Commission.

7. Will this project upgrade existing public infrastructure or build new public infrastructure?  
Please explain?

This will upgrade existing public infrastructure. Lions Park is located at 801 SE Larch in College Place and has been owned and operated by the City since 1969.

8. List each funding source for the public project and amount. Identify whether the funding source has been secured or is being requested.

Funding Source	Status	Amount
State RCO WWRP, LWCF, and YAF Grants	Secured	\$ 1,500,000.00
Sherwood Trust Grant	Secured	\$ 500,000.00
State Ecology Grant	Secured	\$ 1,000,000.00
Private Sector Donations	Secured	\$ 500,000.00
City of College Place: REET	Secured	\$ 1,400,000.00
		\$
		\$
<b>Total Project Cost</b>		<b>\$ 4,900,000.00</b>



9. Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.

Activities	Estimated Completion Date (Month/Year)
Preliminary Engineering Report	July 2022
All Required Permits Obtained	September 2022
Design Engineering	December 2022
Land/Right-of-Way Acquisition	July 2022
Final Bid Documents	January 2023
Award Construction Contract	February 2023
Begin Construction	March 2023
Complete Construction	November 2023
Construction Project Operational	December 2023

10. What other quantifiable outcomes can this project measure in addition to the number of jobs created and retained?

Private sector capital investment \$ 0.00

Increase in local property tax revenue: \$ 0.00

Increase in local sales tax revenue: \$ 30,000.00

Other:

11. Will the public facility project be maintained by the applicant? Indicate the projected annual operating cost of the proposed public facility project and revenue source for maintenance? Please explain.

Yes, the City already maintains Lions Park and will continue to do so. The City recently hired a Park worker with extensive park, arbor, and urban forestry background.

Application Submission Process

1. PDF Application Form: Download and save the "EDSTF Application Form". Open the "EDSTF Form" file in your PDF reader software application. Complete the application. At the end of the application is a "Submit By Email" button. Please review your completed application before clicking on the "Submit By Email" button.
2. Print PDF Application Form: Print the "EDSTF Form" and complete the application. Scan the completed application form into one (1) PDF file and email the PDF file as a file attachment to [pr@portwallawalla.com](mailto:pr@portwallawalla.com).

**Submit By Email**

**Reset Form**

**ATTACHMENT A**  
**Principle Guidelines**  
**Economic Development Sales Tax Fund (EDSTF)**

**Some provisions within these principle guidelines are requirements under RCW  
82.14.370 - Sales and use tax for public facilities in rural counties.**

1. Public infrastructure projects must be listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element – Appendix G). Public infrastructure project listed in the approved County Comprehensive Plan does not guarantee the public infrastructure project will receive funding.
2. At the beginning of each fiscal year, the Port will notify the jurisdictions of the available funding in the EDSTF and will transmit the application form and these principle guidelines.
3. The Port Commission will maintain discipline in using the EDSTF for strategic economic development opportunities. Public infrastructure projects that create, retain and/or expand family wage jobs (defined as \$25,000 per year plus a benefits package), encourage private sector capital investment, and new taxes are the primary goal of the EDSTF.
4. Cap any one jurisdiction from receiving more than a \$200,000 grant and a \$200,000 loan in any one fiscal year. Exceptions will be made for extraordinary job creating opportunities, private sector capital investments, and new taxes. Exceptions will also be made if a jurisdiction has projects that would allow the funding to be distributed countywide. For example, a jurisdiction may have a qualifying project in Burbank and during that same fiscal year, they may have a qualifying project in Waitsburg. In order to help disburse the EDSTF countywide, both qualifying applications would be considered.
5. Applications require a 50% local public match to the amount of the EDSTF request. 10% local public match will be required for the City of Prescott and City of Waitsburg due to their size and access to local public matching dollars. Local public match is defined as publicly-appropriated local funds. Funds appropriated from the state, federal, other funding sources, and in-kind match do not qualify as a local public match. Private sector funds directly allocated to the public infrastructure project will be considered as a local public match.  
  
Example: If the EDSTF request is \$200,000, the applicant is required to secure \$100,000 in the local public match. In the case for the City of Prescott and City of Waitsburg, if the EDSTF request is \$200,000, the applicant is required to secure \$20,000 in the local public match.
6. Each public infrastructure project approved for EDSTF will need to enter into a performance contract and/or inter-local agreement guaranteeing performance.
7. Public infrastructure projects that can substantiate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes will have the best chance in securing an EDSTF grant and/or loan.

8. Public infrastructure projects that cannot identify the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes are encouraged to apply for an EDSTF loan. If the applicant is requesting an EDSTF grant, and an EDSTF grant is awarded, the applicant will be restricted in applying for an EDSTF grant for 5 years from the date of award. However, during this 5-year restricted period, the applicant has a public infrastructure project that can demonstrate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes, their application would be considered for funding.
9. Public infrastructure-related projects that can substantiate the retention of existing family wage jobs (defined as \$25,000 per year plus a benefits package) are encouraged to apply for EDSTF grant and/or loan. To substantiate job retention, the applicant must fully demonstrate that a specific business would have a reduction in its labor force without the public infrastructure improvement.
10. Projects approved for funding must start drawing down the appropriated funds for the proposed public infrastructure project within 1 year from the date the application is approved. All appropriated funds must be fully expended within 2 years from the date the application is approved. If the applicant cannot meet said deadlines, the application must resubmit their application for consideration. All existing approved public infrastructure projects will have priority funding over the new resubmitted application.

Approved by the Port Commission on the 25<sup>th</sup> day of September 2014

Concurrence by the Walla Walla County Commissioners on the 20<sup>th</sup> day of October 2014

## **Appendix G**

### **Projects Eligible to Receive Economic Development Sales Tax Funds**

#### **Projects of Regional Significance**

- All Transportation projects in Walla Walla County listed in the six year Transportation Improvement Plan (TIP) as adopted by any state or local government.
- Businesses recruited to Walla Walla County that need public infrastructure facilities constructed to facilitate job creating opportunities, private sector capital investments, and new taxes.
- Four-laning of U.S. Highway 12 including interchanges and frontage roads.
- Acquisition and rehabilitation of rail lines in Walla Walla County.
- All projects listed in the most currently adopted Port of Walla Walla Economic Development Plan.

#### **Walla Walla County**

##### **Walla Walla County Campus Buildings**

- Remodeling, replacement, repair of existing County owned buildings.
- Acquisition of additional property to expand County Campus.
- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, roadway, fiber optics, gas and power.

##### **Walla Walla County-Burbank Annex**

- Acquisition of property for potential Burbank Annex
- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, roadway, fiber optics, gas and power.
- Construction of building(s) to house County services.

##### **Health, Human Services and Planning Building**

- Construction of new building(s) on County Campus
- Acquisition of additional property
- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, roadway, fiber optics, gas and power.

##### **Fairgrounds**

- Construction of new buildings.
- Remodeling and expansion of existing county-owned buildings.
- Property acquisition to expand fairground property.
- Site improvements including, but not limited to, parking areas and associated vehicular circulation routes, landscaping, fencing, and pedestrian facilities.
- Utility improvements including new services, extensions, relocations and rehabilitations of water, sewer, storm sewer, roadways, parking lots, fiber optics, gas, power, street lighting.
- Other projects listed in the long-term planning, capital facilities, and strategic plans.

##### **Miscellaneous**

- Projects listed in the capital facilities section of the county's comprehensive plan.

## **City of College Place**

### **Projects in Process:**

- Myra Road Improvements (Dalles Military to SR 125)
- College Avenue/Rose Street Intersection Improvements
- Rose Street Improvements
- SW 4<sup>th</sup> Street to Homestead Acres Development

### **Street Upgrade & Extension Projects:**

- SW Davis Transportation Improvements
- SW 12<sup>th</sup> Transportation Improvements
- Taumarson Road Improvements (Joint Project with Walla Walla County)
- Lambert Arterial Extension Project
- Lambert/C Street/Larch Street Intersection
- SE Date Improvements

### **Capital Improvements:**

- Wastewater Plan Improvements & Facility Plan
- Regional Stormwater Facility & Plan
- Well Development at Eastside Booster Station
- Westside Elevated Water Reservoir
- Water System Consolidation Project (Region Water System)

### **Property Acquisition:**

- WWU Plant Services Property for Public Works Relocation
- Lot north and adjacent to City Hall
- Property Acquisition for New City Park

### **Economic Development:**

- West Whitman business incubator building
- Martin Airfield Industrial Park
- Old Milton Highway Industrial Park

## **City of Walla Walla**

### **Street Upgrades & Extension Projects**

- Myra Road (Garrison Creek to Hwy 125)
- E. Isaacs Avenue Rehabilitation/Safety Improvement Project (E. Main to Wilbur)
- Myra Road (Hwy 125 SE to Taumarson)
- 13th Avenue Renovation (Rose to Pine-2013)
- Melrose Street (Wilbur to Airport Way)
- Rose Street Improvements ( Myra to 2<sup>nd</sup>)
- Dell Avenue – Warehouse District

- Portland Avenue (Blue to Wilbur)
- Plaza Way Improvements (Hwy 125 to Stone)

#### **Utility Facility & Expansion Projects**

- LT2 - Mill Creek Water Treatment Plant Upgrade (Future capacity/improve quality)

#### **Community Upgrades & Extension Projects**

- Alder Street Signal upgrade and sidewalk Improvements
- Mixed-use downtown parking structure
- Farmer's Market/Crawford Park Expansion

#### **City of Waitsburg**

- Weller library renovation.
- Main Street Bridge Replacement.
- Touchet River Levee repairs/improvements.
- Main Street Tourism Kiosk.
- Installation of Public Art.
- Continued water/sewer line rehabilitation & improvements.
- ADA access to City Facilities (City Hall, Library, Pool).
- City wide pedestrian improvements.

#### **City of Prescott**

- Utility improvements involving new services, extensions, relocations and rehabilitations of water, sewer, storm sewer, roadway, parking lots, fiber optics, gas, power, rail and street lighting.
- Construction of a wastewater treatment plant.
- Expansion of City Hall and Fire Department.
- Main Street improvements.
- Expansion of Prescott City Library.
- Improvements to the Prescott Joint Park & Recreation District.
- Flood Water Diversion – WWGG & Hermans.
- Arterial Improvement & Street improvements.
- Ivy Cemetery Improvements.
- Downtown Renewal.
- Composting Program.
- Water System Study, analysis and update.

#### **Community of Touchet**

- Acquisition of property for a business park.
- Utility improvements involving new services, extensions, relocations and rehabilitations of water, sewer, storm sewer, roadway, parking lots, fiber optics, gas, power, rail and street lighting.
- Construction of new buildings.

#### **Community of Lowden**

- Acquisition of property for a business park.
- Utility improvements involving new services, extensions, relocations and rehabilitations of water,

sewer, storm sewer, roadway, parking lots, fiber optics, gas, power, rail and street lighting.

- Construction of new buildings.

## **Port of Walla Walla**

### **Ady Industrial Site**

- Utility improvements including new services, extensions, relocations, and rehabilitation of water, sewer, storm sewer, roadways, parking lots, fencing, fiber optics, gas, power, rail and lighting.
- Development of a marine terminal and transload facility.

### **Attalia Industrial Site**

- Utility improvements including new services, extensions, relocations, and rehabilitation of water, sewer, storm sewer, roadways, parking lots, fencing, fiber optics, gas, power, rail and lighting.
- Development of a marine terminal and transload facility.

### **Avery Street Industrial Park**

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadways, fiber optics, gas, power, rail and street lighting.
- Construction of new buildings.

### **Burbank Industrial Park**

- Utility improvements including new services, extensions, relocations, and rehabilitation of water, sewer, storm sewer, roadways, parking lots, fencing, fiber optics, gas, power, rail and lighting.
- Remodeling and expansion of existing port-owned buildings.
- Construction of new buildings and tear down existing buildings.
- High dock and barge slip repairs and expansions including equipment and cranes for on/off load of barges.
- Land acquisition to enlarge industrial park.
- Cargill Pond improvements.

### **Burbank Business Park**

- Utility improvements including new services, extensions, relocations, and rehabilitation of water, sewer, storm sewer, roadways, parking lots, fencing, fiber optics, gas, power, rail and lighting.
- Construction of new buildings.
- Land acquisition to enlarge industrial park.

### **Cott/Cliffstar Building**

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadways, parking lots, fiber optics, gas, power, rail and street lighting.
- Remodeling and expansion of the Port owned Cott/Cliffstar building.
- Construction of new buildings.
- Acquisition of additional property to expand industrial site.

### **Crown Cork & Seal Building**

- Utility improvements involving new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadway, parking lots, fiber optics, gas, power, rail and street lighting.
- Remodeling and expansion of former Crown Cork & Seal Building.
- Construction of new buildings.
- Acquisition of additional property to expand.



- ADA access & building entryway improvements.
- 13th Ave new fencing and motorized access gates.
- Interior subdivision of space.

#### **Dell Avenue/Warehouse District**

- Utility improvements including water extensions, sewer, roadways, parking lots, streetscape improvements, fiber optics, gas, power street lighting, and warehouse district entrance improvements.
- Construction of new buildings.
- Land acquisition to enlarge industrial park.
- Tear down remaining homes.
- Establish back lot fencing and landscaping.

#### **Dodd Road Industrial Park**

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadway, fiber optics, gas, power, rail and street lighting.
- Upgrade rail spur development into the industrial park.
- Acquisition of additional property to expand the industrial park.
- Construction of new buildings.
- Development of a transload facility.
- Tear down remaining home.

#### **Isaacs Business Park**

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadway, fiber optics, gas, power, rail and street lighting.
- Remodeling of manufacturing plant and offices located at 3301 and 3303 E. Isaacs Avenue.
- Acquisition of additional property to expand the industrial park.
- Construction of new buildings.

#### **Melrose Business Park**

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadways, fiber optics, gas, power, rail and street lighting.
- Demolishing of old sawmill infrastructure to ready site for development.
- Construction of new buildings.
- Acquisition of additional property to expand the industrial park

#### **Sudbury Business Park (in partnership with the City of Walla Walla)**

- Utility improvements including new services, extensions, relocations, and rehabilitation of water, sewer, storm sewer, roadways, parking lots, fencing, fiber optics, gas, power, rail and lighting.
- Construction of new buildings.
- Land acquisition to enlarge industrial park.

#### **Waitsburg Business Park**

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadway, fiber optics, gas, power, rail and street lighting.
- Construction of buildings.
- Acquisition of additional property to expand the industrial park.

#### **Walla Walla Regional Airport & Business Park**

- Utility improvements including new services, extensions, relocations and rehabilitation of water, sewer, storm sewer, roadways, fiber optics, gas, power, rail, fencing and street lighting.
- Construction of new buildings.
- Remodeling and expansion of existing port-owned buildings.
- Remodel of former terminal building.

#### **Wallula Gap Business Park**

- Utility improvements including water system, sewer, wastewater spray fields, roadways, parking lots, fiber optics, gas, power and rail extensions.
- Construction of new buildings.
- Land acquisition to enlarge industrial park.

#### **Wallula Industrial Site**

- Utility improvements including water system, sewer, wastewater spray fields, roadways, parking lots, fiber optics, gas, power and rail extensions.
- Land leveling to make property suitable for development.
- Barge slip improvements and repairs.
- Rail spur development into industrial park.
- Construction of new buildings.
- Acquisition of additional property to expand industrial park.

#### **2nd Ave Parking Lot**

- Utility improvements.
- Construction of new buildings.

#### **Other**

- Acquisition of land and/or buildings throughout Walla Walla County for economic development that will facilitate job creating opportunities, private sector capital investments, and new taxes.

#### **Walla Walla Community College**

- Expand the Enology and Viticulture facilities on the campus and at the airport to accommodate the addition of an Applied Baccalaureate in Enology and Viticulture and a program in hard cider production, which requires additional classroom and laboratory facilities and production capacity. The result will expand program capacity, improve the existing program, facilitate the creation of new programs, lead to the enrollment of more students, and enhance the Walla Walla wine and hospitality cluster.
- Expand and renovate the Craik Building to support the creation of the Precision in Agriculture program, which will serve a critical role in increasing the competitiveness of the local and regional agricultural economy.
- Expand and improve the Fort Walla Walla Amphitheater, which will provide the infrastructure to support our Performing Arts programs and enhance tourism in the Walla Walla region as a result of attracting and presenting additional performances and events.

- Improve access to the campus by changing roadway infrastructure and entrances in cooperation with the city and county. Traffic flow is a problem for students, faculty, and staff, and will impact neighboring businesses unless this potential problem is addressed.
- Expand and improve Professional Technical facilities in response to emerging needs for highly skilled workers in the Walla Walla region. Examples of such programs are John Deere Agriculture Technology, Water Management, Diesel Technology, Outdoor Power Equipment Technology, Turf Management, Culinary Arts, and Automotive and Alternative Fuel Technology (e.g. compressed natural gas and biofuels).
- Improve and expand Energy Systems educational facilities on the WWCC campus.
- Construct a new, state-of-the-art STEM (Science, Technology, Engineering, and Math) building on the WWCC campus. STEM provides cornerstone education and training to individuals across a broad range of workforce education programs that is critical to preparing individuals for success in the 21st century workforce and transfer to high skills baccalaureate degrees.

### **Valley Transit**

- Farmer's Market and Transfer Center Joint Development Project.
- Satellite Transfer Centers in Waitsburg, Prescott, Vista Hermosa, and Burbank for Village Van service.
- Opticom traffic signal priority control system.

***City of College Place, Washington***  
**RESOLUTION NO. 22-066**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING SUPPORTING GRANT APPLICATION TO THE PORT OF WALLA WALLA/WALLA WALLA COUNTY .09 ECONOMIC DEVELOPMENT SALES TAX FUND FOR LIONS PARK IMPROVEMENTS**

**WHEREAS**, the City of College Place has been working on plans to renovate Lions Park since 2017 and it is slated for reconstruction in Spring/Summer 2022; and

**WHEREAS**, Lions Park acts as the town square for the community and supports economic development through the weekly Farmer's Market, Movies at the Park, and other special community events; and

**WHEREAS**, the Port of Walla Walla is the economic development agency for all jurisdictions in Walla Walla County;

**NOW, THEREFORE**, be it resolved that the City of College Place, Washington authorizes submission of a grant application into the Port of Walla Walla/Walla Walla County .09 Sales Tax Grant Program to assist in financing Lions Park renovations.

**Clerical Corrections.** The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

**Effective Date.** This resolution shall take effect and be in full force upon its passage as provided by law.

**PASSED** by the City Council of the City of College Place, Washington, this 13<sup>th</sup> day of September, 2022.

DocuSigned by:  
*Norma L. Hernandez*  
E7C11FEC7FEC403...  
Norma L. Hernández, Mayor

Attest:  
DocuSigned by:  
*Sherri St. Clair*  
1F00E0DAF0F040A...  
Sherri St. Clair, City Clerk

# Lions Park – A vision for our community space

## What is the vision?

- Inclusive play area - 2023
- ADA accessible fishing dock/pond - 2023
- Walking trail with fitness equipment - 2023
- Splash pad - 2023
- Upgraded bathrooms and picnic shelter - 2023
- New multi-use play fields - 2023
- Farmers Market and entertainment space 2023



## How is it funded?



## Timeline

Fall 2022 – Wrap up Final Engineering  
 Winter 2023 – Bid out project  
 Spring 2023 – begin construction  
 Fall 2023 – complete construction



Splash pad



Inclusive play area



Picnic shelter



New bathrooms



Questions? Contact [jrickard@cpwa.us](mailto:jrickard@cpwa.us)

a) **Action Agenda Items:**

- 1) Proposal 2022 11-14 DCH-1 Approval of Coordinated Housing Fund Renewal and amendment of contracts for 2023
- 2) Proposal 2022 11-14 DCH-2 Approval and execution of Data Access Org2Org Agreement with Providence St Joseph Health

b) Department update and miscellaneous



# Proposal

Date: 11/4/2022

Proposal ID: 2022 11-14 DCH-1

To: BOCC

From: Nancy Wenzel  
Administrative Director

Lead Staff: Samantha Jackle

Intent: Approval of Coordinated Housing Fund Renewal and Amendment of Contracts for 2023

Topic: Coordinated Housing Fund (160/161)

## **Summary**

The Coordinated Housing Funds were dispersed yearly based on a 5-year funding request (2018-2022). For our next Request for Proposals (RFP) the Department of Community Health (DCH) would like to change the funding period to match the Consolidated Homeless Grant (July-June and 2 years). DCH staff have researched models at other counties and have been working with the Council on Housing to develop a best practice model in Walla Walla. Due to staff shortages, workload and coordinating this overhaul with stakeholders, we are requesting Board of County Commissioners approve extending current contracts at 50%+3% January-June 2023. Our new RFP will be out early 2023 and funding will be July 2023-June 2024.

## **Cost**

\$204,463 for January 1, 2023 – June 30, 2023

- |   |          |
|---|----------|
| • STAR (offender housing/operations/rent)   | \$46,943 |
| • Comprehensive Health (supportive housing) | \$27,087 |
| • Joe's Place                               | \$14,512 |
| • BMAC                                      | \$61,285 |
| • City of Walla Walla                       | \$54,636 |

## **Funding**

Coordinated Housing Fund (Affordable Housing Trust Fund (160) and Homeless Housing Assistance Act (161))



**Alternatives Considered:**

The current subrecipients submitted a 5-year request, in which 2018 was first award year and 2022 will be final award year, with the knowledge that funds would be awarded on an annual basis. DCH is planning to launch a new homeless housing RFP process that combines fund 160, 161, and the Consolidated Homeless Grant (CHG) to avoid duplication and ensure that strategic decisions can be made. To prepare for an intentional process and avoid disruption of services, the DCH and the Council on Housing recommend that existing subrecipients receive an amendment adding 50% of the current award amount with a 3% increase for the performance period of January 1, 2023 – June 30, 2023. The new homeless housing RFP will launch in early 2023 and awards will be for the performance period July 1, 2023 – June 30, 2025 (mirroring the CHG contract cycle).

**Acquisition Method**

N/A

**Security**

N/A

**Access**

N/A

**Risk**

N/A

**Benefits**

These funds provide prevention, shelter, permanent supportive and transitional housing, as well as case management to folks experiencing homelessness and/or at risk of experiencing homelessness. Ensuring that these services are not disrupted as we implement a new homeless housing RFP process is critical. The new RFP process will allow for more intentionality and strategy around funding decisions and outcomes tied to the county's 5-year plan.

**Conclusion/Recommendation**

Recommend the BOCC approve a 6-month renewal (January 1, 2023 – June 30, 2023) of existing Coordinated Housing Fund recipients with a request for subrecipients to make exit plans, as well as the intent to conduct a cost benefit analysis and thorough review of funding and services prior to drafting and releasing the new RFP.



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Submitted By

Nancy Wenzel, DCH

Disposition

\_\_\_\_ Approved

Name

Department

Date

\_\_\_\_ Approved with modifications

\_\_\_\_ Needs follow up information

Name

Department

Date

\_\_\_\_ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

\_\_\_\_ Modification

\_\_\_\_ Follow Up

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# Proposal

Date: 11/7/2022

Proposal ID: 2022 11-14 DCH-2

To: BOCC

From: Nancy Wenzel  
Administrative Director

Intent: Approval and Execution of Data Access Org 2 Org Sharing Agreement with Providence St. Joseph Health

Topic: Data Sharing Providence St. Joseph Health

## **Summary**

To aid in our Communicable Disease (CD) investigations we are requesting a data sharing agreement with Providence St. Joseph Health to access their electronic health record (EHR) system. EHR access allows for rapid response, treatment, and surveillance by offering expanded communication and collaboration. The Hepatitis A situation is an example of how this data sharing will be useful. Washington State began a Hepatitis Outbreak on 4/1/2019. Between 4/1/2019 and 9/30/2021 there have been 465 cases with 263 hospitalizations. If we get a call at 5pm on a Friday from a state epidemiologist stating the possibility of an active case of Hepatitis A in a congregant setting, we need to respond immediately. We investigate to determine if the client is currently contagious and the ability to access medical records assists in a rapid response.

## **Cost**

Zero

## **Funding**

N/A

## **Alternatives Considered**

N/A

## **Acquisition Method**

N/A

## **Security**

N/A

## **Access**

N/A

**Risk**

N/A

**Benefits**

This will benefit the citizens of Walla Walla County by allowing rapid response to public health issues.

**Conclusion/Recommendation**

Recommend the BOCC sign the data sharing agreement with St. Joseph Health.

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Submitted By

Nancy Wenzel, DCH

Disposition

☐ Approved

Name      Department      Date

☐ Approved with modifications

☐ Needs follow up information

Name      Department      Date

☐ Denied

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BOCC Chairman

Date

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Additional Requirements to Proposal

☐ Modification

☐ Follow Up

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## Data Access (Org<sup>2</sup>Org) Agreement

*For Disclosing Protected Health Information via Electronic Access*

Organization Initiating Agreement	Disclosing PHI to the below Organization or Entity	Date
Providence St Joseph Health (“Providence”)	Walla Walla County Dept. of Community Health disease investigation team.	10/24/2022

Providence Access Support Team for Reporting Issues or Requesting Assistance	PSJH Epic Support Team
Phone Number	(855) 415-8188

Providence Business Liaisons/Primary Contacts	Donna Smith, Savannah Truong, or Laura Jennings
Email Address	<a href="mailto:PHSHIMEpicCareLink@providence.org">PHSHIMEpicCareLink@providence.org</a>
Fax Number	971-712-2172

Organization Business Contact/Authority	Daniel Kaminsky, MD
Email Address	<a href="mailto:health@co.walla-walla.wa.us">health@co.walla-walla.wa.us</a>
Phone Number	509-524-2650

Organization Location	
Street Address	314 W. Main St.
City	Walla Walla
State	WA
Phone Number	509-524-2650

The purpose of this Data Access (Org2Org) Agreement is to establish an understanding between Providence St. Joseph Health (Providence) and Organization regarding the expectations of the parties which will govern the relationship between Providence and Organization pursuant to which Providence will grant Access to certain electronic information to Organization.

### RECITALS

**Whereas** the parties have a mutual interest in the well being of Providence patients and the coordination and provision of cost effective, high quality care for Providence patients.

**Whereas** The parties believe that granting Organization electronic Access to information systems owned or operated by Providence in order for Organization’s Users (as defined in Section II) to have timely and accurate patient medical information from Providence’s system for the sole purpose of treatment, payment or health care operations (as defined by Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) will improve health care and patient outcomes.

## **Data Access (Org<sup>2</sup>Org) Agreement**

### *For Disclosing Protected Health Information via Electronic Access*

**Whereas** some or all of the information to be disclosed is required by law to be protected against unauthorized use, disclosure, modification or loss. In order to comply with applicable legal requirements for the protection of information, the parties agree to the terms herein.

### **AGREEMENT**

#### **I. Purpose**

Providence agrees to provide electronic Access to electronic information systems owned or operated by Providence (“Systems”) to Users (as defined in Section II) Organization. Organization shall ensure that any and all use of Systems shall be exclusively for treatment, payment, or health care operations purposes and shall be limited to those patients with whom Organization has a current patient-provider relationship, or patients for which Organization is a business associate (as defined by HIPAA), or for a purpose for which Providence is otherwise legally permitted to disclose and Organization is legally permitted to access Protected Health Information (PHI). In accessing data on the Systems, the parties shall comply with HIPAA and the American Recovery and Reinvestment Act of 2009 (“ARRA”), including Health Information Technology Economic and Clinical Health Act (“HITECH”), and applicable federal or state laws. Organization understands that electronic Access to the Systems is a privilege offered at the sole discretion of Providence. This Agreement does not require Providence to release Protected Health Information to Organization in any format. **Organization understands and acknowledges that Providence may withhold or terminate User Access at any time for any reason.** Providence is not obligated to electronically archive images it receives from Organization. Providence makes no implied or explicit commitment that the connection will work at any time in the future, due to unforeseen system or network downtimes.

#### **II. Definitions**

All capitalized terms not otherwise defined will have the same meaning as those defined in HIPAA or ARRA/HITECH, for example Protected Health Information.

Workforce means Organization’s employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity, is under the direct control of such entity, whether or not they are paid by the covered entity as well as Organization’s business associates, as defined in HIPAA.

User is a member of Organization’s Workforce.

Organization Business Contact/Authority is responsible for managing the list of authorized Users of Organization, including creating of user list and notifying Providence of user terminations, job role changes, etc. Organization Business Contact/Authority will be required to validate current User list annually.

Access means the permissions granted to the User is based on their need to know and job responsibilities. Notwithstanding Access, Users may only access information contained in the System for the purpose of treatment, payment, healthcare operations, or other lawful reason.

**Data Access**  
**(Org<sup>2</sup>Org) Agreement**  
*For Disclosing Protected Health Information via Electronic Access*

**III. Term**

This Agreement shall be effective as of the date that the Organization signs, and shall continue subject to the termination provisions hereof. This Agreement may be terminated without penalty by either party at any time or will automatically terminate if no Users have Access.

**IV. Compensation**

Each party agrees to be individually responsible for the costs of maintaining appropriate security and privacy controls relating to their information system(s). Organization is responsible for the cost of the appropriate hardware and software to access Providence systems or data. This includes, but is not limited to, initial purchase, upgrade and ongoing support. Fees may be associated with the releasing/uploading of medical records by Health Information Management. Associated fees are defined by the contract and/or the Release of Information Fee Schedule.

**V. Relationship of Parties**

This Agreement will not be construed to create a partnership, joint venture, or employment relationship among the parties or their employees or agents.

**VI. Data Ownership**

Access to Systems or data does not in any way create an ownership right in Systems or data to Organization or User. The data available on the System remains the property of its owner. Once the data on the System has been downloaded, printed or otherwise reproduced by Users for treatment, payment, health care operations, or other lawful purpose, the data shall be the responsibility of Organization ("Organization PHI") and shall be treated according to Organization's policies. Data that is contained within the Systems will be available for the support of patients in compliance with HIPAA, ARRA/HITECH, state and federal privacy standards. Providence does not warrant or represent the truth, accuracy or completeness of any information provided to the Organization pursuant to this Agreement. Each party is responsible for ensuring the use of independent professional judgment in making diagnostic, treatment or other decisions based upon information provided pursuant to this Agreement, as applicable. This Agreement is not intended to grant the right to reproduce Providence data unless required for patient treatment, payment, or healthcare operations.

**VII. Security and Privacy Obligations**

- a. The Organization agrees to reasonably assist Providence in enforcing appropriate security and privacy controls governing the Systems and the information contained therein to which Users are granted Access as described herein.



## Data Access (Org<sup>2</sup>Org) Agreement

### *For Disclosing Protected Health Information via Electronic Access*

- b. If any User makes any change to patient medical information in the System, including documenting services or medical care, the User shall do so in compliance with the applicable bylaws, rules, regulations, policies, and procedures of the Providence Medical/Professional Staff to which the User is a member.
- c. Organization will direct Users to complete the required HIM Managed Epic Access Request form. User Access will not be granted until the User completes the required form.
- d. Providence will provide access information for each unique User. Access to Systems will be granted according to Providence policies and procedures, and shall comply with applicable federal and state laws, including but not limited to HIPAA or ARRA/HITECH. Each User shall be responsible for his/her login and password and shall not share his/her login and password with anyone else. User may log onto Systems in order to access a patient's record for treatment, payment, or health care operations. Organization agrees to ensure that workstations and mobile devices ("devices") with access to any shared data or Systems are not accessible to unauthorized persons. Organization represents that it has policies in place covering the use of devices with respect to Access to PHI. Organization will direct Users not to use any device not managed or approved by Organization to access Systems. Organization will maintain firewall protection on all Internet connections for computers or devices located at Organization's locations.
- e. The Organization will ensure the use of updated versions of commercially reasonable anti-virus protection on all computers or devices that are used to access Systems. Organization agrees to keep its computers and devices updated with commercially reasonable operating system patches and to use and maintain firewall protection. Organization agrees that when and while remotely connecting to Systems, it is subject to Providence rules and policies governing privacy and security as provided by Providence.
- f. Providence reserves the right to monitor, log, review, and/or audit all data access and use of Systems. Providence, in its sole determination, may take action against any unauthorized use or access to Systems, including but, not limited to termination of Organization or User Access, or immediate termination of this Agreement.
- g. **Organization agrees to notify the above identified Providence Access Support Team the same business day** if a User has experienced a separation/termination from Organization so that account Access may be terminated immediately.
- h. **Organization agrees to notify the above identified Providence Access Support Team the same business day** for any changes in Access, but in no event will notice be longer than five (5) days after any changes in roles or job function of a User.
- i. **Organization agrees to notify the above identified Providence Access Support Team the same business day** if there is any change of personnel for the above designated Organization Business Contact/Authority, but in no event will notice be longer than five (5) days after any changes in roles or job function.

## **Data Access (Org<sup>2</sup>Org) Agreement**

### *For Disclosing Protected Health Information via Electronic Access*

- j. Organization will direct Users to contact the above identified Providence Access Support Team for issues specifically related to failure to access or issues with the application to which they have been granted Access. Organization is responsible for the maintenance and repairs to their own devices, computer systems or network connections, including the connection to Providence.
- k. Organization will respond to Providence periodic User account reviews within five (5) business days.
- l. Organization agrees that it obtains consent from patients to provide treatment if applicable; the parties agree that the sole purpose of this Agreement is for Providence to provide Access to Systems for treatment, payment, or health care operations.
- m. Providence may disable User accounts that are inactive for 45 days or longer without notice to Organization. In these situations Organization shall contact the above identified Providence Business Liaison/Primary Contact to request that Access be reactivated.
- n. Organization shall ensure that each User is trained and complies with the legal obligations relating to the information to which the User has Access, including but not limited to Protected Health Information.
- o. Organization will ensure that Users do not share login and password information with other individuals. Organization will ensure that Users do not permit login and password to be automatically saved on any computers or devices. Sharing of login and/or password information or permitting such to be automatically saved may result in termination of Access.
- p. Users will only be granted Access if they are a member of Organization's Workforce and the forms required by Providence have been fully executed.
- q. Organization will ensure Users only access minimum necessary information for which they have a legitimate reason and are authorized by law to access. Organization will ensure Users do not access their own record or records of their family members.
- r. Organization agrees that it will implement all appropriate safeguards to prevent unauthorized acquisition, access, use or disclosure of Protected Health Information received from Providence hereunder. Organization agrees to comply with all federal and state laws and regulations regarding security and electronic exchange of health information, as currently enacted or amended in the future in connection with any such information received hereunder.

## **VIII. Duty to Report Unauthorized Access, Use or Disclosure; Breach of PHI**

- a. Organization will notify Providence of the following events of which it has actual knowledge:



## **Data Access (Org<sup>2</sup>Org) Agreement**

### *For Disclosing Protected Health Information via Electronic Access*

- i. any event in which a User uses Systems to acquire, access, view, use, or disclose any PHI for any purpose other than treatment, payment, or health care operations (as that term is defined in HIPAA), or for any unauthorized purpose;
  - ii. interference with Organization's system which Organization determines may compromise Systems;
  - iii. any non-compliance of this Agreement by a User; or
  - iv. any loss, theft, or breach of computers or Devices that were used to access or host Providence data.
- b. **Organization shall notify Providence within twenty-four business hours** of having such knowledge of one of the events listed in Section VIII.a. by calling the above identified Providence Access Support Team.
- c. If Providence suspects any of the events listed in Section VIII.a. above has occurred, Providence may immediately terminate Access and immediately contact the above designated Organization's Business Contact/Authority, within seventy-two (72) hours of having such knowledge. Organization shall reasonably assist Providence in its investigation.
- d. In the event Organization or one of its Users inappropriately accesses the System or causes the System to be accessed in a manner not authorized under this Agreement ("Breach"), Organization agrees to reimburse Providence for all reasonable costs directly resulting from notification or mitigation efforts addressing such Breach. Organization further agrees to discipline their Workforce members according to Organization's policies in a consistent and appropriate manner when their Workforce member causes a Breach. **Organization agrees to notify the above identified Providence Access Support Team the same business day** if a Breach occurs.

## **IX. Compliance with Laws and Governing Law**

The parties will comply with all federal and/or state laws, ordinances and regulations with respect to its performance under this Agreement. The laws of the State of Washington shall govern this Agreement. The sole jurisdiction for any legal proceedings under this Agreement shall be Washington.

## **X. Sanctions**

Providence reserves the right to report unprofessional conduct to appropriate licensing authorities.

## **XI. Confidentiality**

The parties agree that all information communicated to it with respect to the business and patient care practices, patient information, network design, and information security and privacy practices disclosed under this Agreement are confidential and agree not to disclose any such confidential information to any other person unless specifically authorized in writing by the other party. The parties shall use their best efforts to prevent any disclosure of any confidential information to any third party and shall instruct all personnel under its management and control to maintain the confidentiality of the data.

**Data Access  
(Org<sup>2</sup>Org) Agreement**

*For Disclosing Protected Health Information via Electronic Access*

**XII. Indemnification**

Each of the parties agrees to be liable for its own conduct and that of its employees and agents, while acting within the course and scope of their employment or engagement, and to indemnify the other party against any and all losses therefore arising from or in connection with this Agreement. In the event that loss or damage results from the conduct of more than one party, each party agrees to be responsible for its own proportionate share of the claimant's total damages under the laws of the State of Washington. Neither party will be considered the agent of the other nor neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**XIII. Entire Agreement, Assignment, and Amendment**

This Agreement constitutes the entire agreement between the parties with regard to Organization's Access to Providence's Systems, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein. This Agreement may not be assigned without the written consent of the other party. This Agreement may be modified only in writing and executed by the parties. All rights are granted to Organization are expressed herein, no other rights are granted as part of this Agreement. If the parties have entered into a Business Associate Agreement ("BAA") and in the event of any inconsistencies between this Agreement and BAA, the terms and conditions of the most recent BAA shall prevail.

**XIV. Severability**

Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and shall be enforceable.

**XV. Non-Waiver**

Neither the waiver by Providence of a breach of or a default under any of the provisions of this Agreement, nor the failure of Providence, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

**XVI. Signatory Authority**

By signing below, the parties agree to the terms of this Agreement and represent they have the authority to bind the entity on behalf of which it is signing. For purposes of this Agreement, facsimile or electronic copies of signatures shall be deemed to be original signatures.

**Data Access  
(Org<sup>2</sup>Org) Agreement**

*For Disclosing Protected Health Information via Electronic Access*

Organization Initiating Agreement		External Organization or Entity <i>(signing for the organization should be a director level or above)</i>	
Organization Name:	Providence St. Joseph Health	Organization Name:	Walla Walla County
Printed Name:	Kathy Fitzgerald	Printed Name:	
Title:	Director Release of Information	Title:	
Signature:		Signature:	
Date:		Date:	

**PLEASE FAX ALL PAGES OF THIS SIGNED FORM TO THE HIM EPIC CARE LINK TEAM  
FAX: 971-712-2172**

- 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) Proposal 2022 11-14 HR/RM Approval for Community Health Department to reorganize department and place Behavioral Health positions under the new Behavioral Health and Prevention Manager
  - 2) New job description approval form – Behavioral Health and Prevention Manager
- 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))



# Proposal

Date: 11/14/2022

Proposal ID#: 2022 11-14 HR/RM

To: BOCC

From: Joshua Griffith, HR/Risk Manager

**Action Item:** Approval to restructure the Community Health Department and place Behavioral Health positions under the new Behavioral Health and Prevention Manager.

## **Summary:**

The Walla Walla Behavioral Health System Assessment recommended a leadership position who can support a more coordinated, data-driven, and responsive behavioral health system. The Department of Community Health (DCH) designed a proposed job description to meet the responsibilities outlined in the recommended responsibilities. DCH anticipated this position would be a Range 7. However, DCH is proposing an additional position for Suicide Prevention which could be aligned under the new Behavioral Health and Prevention Manager. After looking at the workload and supervisory load under the current Human Services Manager, the recommendation to create another manager position was reviewed and DCH agrees this would be the best option. The amount of work to be done in prevention (suicide, opioid, mental health, etc.) is only going to increase in the next several years so aligning the staffing in a proactive alignment now will leave DCH in a good position to increase capacity in outreach, strategic planning, grants and other opportunities.

## **Cost:**

The Behavioral Health and Prevention Manager was budgeted as a Range 7. This position will now be a Range 8. The maximum for a Range 7 is \$38.99/hour and Range 8 is \$44.51. It is customary to hire mid-range for Range 8 which would be \$37.36/hour.

The Suicide Prevention position was proposed at a Range 7 and this position will likely be a Range 5-6. These two positions if aligned in this proposal, will likely balance out the overall funding.

## **Funding:**

This position was approved with Fund 120 One-Tenth of One Percent. However, DCH is always ready to apply for grants to offset the use of Fund 120 when possible.

**Conclusion/Recommendation:** It is recommended that the Board approve to restructure the Community Health Department and place Behavioral Health positions under the new Behavioral Health and Prevention Manager.

---

Submitted By:

Disposition

Josh Griffith

HR/Risk Mgmt

\_\_\_ Accepted

Name

Department

\_\_\_ Not Accepted

BOCC Chairman: \_\_\_\_\_

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

# Walla Walla County

☒ New Position

☐ Revised Job Description

☐ Job Description

## Approval Form

Position: Behavioral Health and Prevention Manager

Date: 11/14/2022

Department: Community Health Department

Pay Grade: 8; Full-time (up to 40 hrs./wk.), FSLA Exempt, Benefits Apply

Union (Identify): \_\_\_\_\_ Non-Bargaining: X

<input type="checkbox"/> Regular Full Time	<input type="checkbox"/> Additional	<input type="checkbox"/> Contract
<input type="checkbox"/> Regular Part Time	<input type="checkbox"/> Replacement	<input type="checkbox"/> Temporary/Intermittent

**Necessary qualifications:** Bachelor's degree in mental health, social work or a related field and 3 years of progressively responsible work experience that demonstrates the ability to perform the essential functions of the position; An equivalent combination of experience and education may be substituted on a year for year basis. Preferred: Master's degree in Public Policy, Public Health or a behavioral health field. Independently licensed as a LMHC, LICSW, LMFT or another applicable license.

**Job description changes:** This position has primary responsibility for developing, coordinating, and monitoring a county behavioral health strategic plan. Facilitates coordination between the stakeholder groups to clarify roles, coordinate service offerings, gain information about relevant policies, programs and funding opportunities. Evaluate state and federal legislation to determine impacts on behavioral health programs and services the county. Establish a community forum to ensure robust and ongoing dialogue between system leaders and people who use the system.

Was reviewed by HRCC, recommended a grade 8.

Reviewed:

  
\_\_\_\_\_  
Human Resources/Risk Manager

  
\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

BUDGET NOTES:

**WALLA WALLA COUNTY  
POSITION DESCRIPTION**

**JOB TITLE:** Division Manager - Behavioral Health

**DEPARTMENT:** Community Health

**REPORTS TO:** Division Manager – Human Services

**PAY GRADE:** 8, Full-time (40 hours/week); FSLA Exempt, Benefits Apply

**JOB SUMMARY:** This position has primary responsibility for developing, coordinating, and monitoring a county behavioral health strategic plan. Facilitates coordination between the stakeholder groups to clarify roles, coordinate service offerings, gain information about relevant policies, programs and funding opportunities. Evaluate state and federal legislation to determine impacts on behavioral health programs and services the county. Establish a community forum to ensure robust and ongoing dialogue between system leaders and people who use the system.

**SUPERVISORY RESPONSIBILITIES:** Supervises division programs and division staff. May supervise additional staff/programs as needed and/or appropriate.

**ESSENTIAL FUNCTIONS:**

- Manages and develop program plans, objectives, and strategies. Determine appropriate implementation and monitor progress. Identify opportunities for improvement.
- Coordinate activities and special projects, citizen groups, service agencies and other organizations involved in planning and service delivery.
- Create and staff the Behavioral Health Advisory Committee.
- Supervise and manage assigned staff, work assignments, training, development, and performance management.
- Manage dedicated funds and other revenue sources.
- Maintain oversight and supervision of contracted services. Oversee and ensure contract development, compliance, and payments.
- Facilitate consensus to maximize the services and outcomes within budgetary constraints.
- Prepare and present reports and other related correspondence.
- Represent department to elected officials and key stakeholders.
- Coordinate the development of regular updates to the county's Behavioral Health Improvement Plan.
- Evaluate legislation to determine impacts to assigned programs; works with legislative staff to implement changes; testify before legislative and/or congressional committees.
- Interpret and ensure overall compliance with federal, state, or local regulations and funder requirements.
- Develop strategic plan for development, implementation, and evaluation of a coordinated behavioral health prevention effort across Walla Walla County.
- Oversee One-Tenth of One Percent Funding following strategic plan and department policies and procedures.
- Establishes Community Forums for open dialogue regarding strategic plan.

- Coordinate community training and resources.
- Develop and administer a Technical Assistance program for smaller stakeholders following the strategic plan.
- Perform other job functions as assigned.

**EXAMPLE OF DUTIES:**

- Represent the Department at meetings, regulatory commissions, and boards; serves as information source and liaison between the County and various community and advocacy groups, and state and regional organizations, including Greater Columbia Accountable Communities of Health (GCACH)
- Review and monitor subrecipient contracts and expenditures.
- Contribute to policy and system development by acquiring and analyzing data and identifying community needs.
- Convene, lead and/or participate in community coalitions and work groups
- Prepare regular reports as required by grant deliverables.
- Participate in planning, training and response in public health emergencies as assigned.
- Participate in quality improvement/assurance activities of the department, including Public Health Accreditation.

**EQUIPMENT TO BE USED:** General office equipment, including computers, printers, fax machines, postal meter, copiers, 10-key calculators, laptop or computer work station and related software, multi-line phone systems, voice mail, email, and cell phones.

**WORKING ENVIRONMENT/PHYSICAL ABILITIES:**

- Requires manual dexterity and visual acuity to operate a personal computer and peripherals.
- Ability to drive a vehicle, fly in an airplane and travel as required.
- Ability to lift and carry 25-30 (twenty-five to thirty) pounds.
- Requires sufficient hearing and speech; ability to communicate verbally.
- Ability to work with multi-cultured, multi-lingual, and disabled individuals and families.

**KNOWLEDGE AND ABILITIES:** Working environment includes activities in multiple community venues. Physical abilities required for this position are ones typically related to office operations; sitting, standing, bending, reaching, and lifting up to twenty (20) pounds. Manual dexterity and visual acuity to operate computers, other office equipment, accessing of file cabinets both on and off site, and sufficient hearing and speech ability to communicate verbally.

**EDUCATION AND EXPERIENCE:** Bachelor's degree in mental health, social work or a related field and 3 years of progressively responsible work experience that demonstrates the ability to perform the essential functions of the position; An equivalent combination of experience and education may be substituted on a year for year basis. **Preferred:** Master's degree in Public Policy, Public Health or a behavioral health field. Independently licensed as a LMHC, LICSW, LMFT or another applicable license.

**LICENSES AND OTHER REQUIREMENTS:**



- Proof of degree copy of diploma.
- Valid driver's
- Provide documentation of immunization status, proof of immunity to vaccine preventable diseases, or sign an exemption and participate in the employee health program.
- Must successfully pass a background check and a driving record check.
- Bi-lingual Spanish – English is desirable.

**THIS POSITION DESCRIPTION DOES NOT CONSTITUTE A CONTRACT FOR  
EMPLOYMENT**

- a) Miscellaneous business for the Board
- b) Possible executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i))
- c) **Action Agenda Items:**
  - 1) Accept Settlement and Release Agreement (Torrescano)
- d) Possible action re: pending or potential litigation

## **2:15 COUNTY COMMISSIONERS**

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

**Written Department update only provided by:**

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

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



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To: Board of County Commissioners

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

Date: 9 November 2022

Re: Director's Report for the Week of 7 November 2022

**Board Action: 14 November 2022**

Update Only

**ENGINEERING:**

- Wallula/Gose: Preparing to advertise project.
- Peppers Bridge Road: Working on final right of way acquisition. Plan to advertise for construction early next year.
- Fishhook Park Road: Working on design.
- Abbott Road Sidewalk: Contractor is working on stormwater items.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Storm clean-up (brush), and cleaning ditches.
- South Crew – Storm clean-up (brush), cleaning culverts and Mill Creek maintenance.
- Vegetation & Signs – Sign maintenance and Mill Creek maintenance.
- Garage – Routine services and repairs, working on snow and ice pre-season equipment maintenance.

**ADMINISTRATION:**

- Attended our quarterly Mill Creek Working Group Meeting.
- Conducted our weekly Road Operations, Engineering, and Staff meetings.
- Attended a Mill Creek Coalition Meeting to finalize the plan for our upcoming Washington D.C. legislative trip.
- Participated in a Washington State Association of County Engineers (WSACE) meeting to plan our Joint Transportation Committee (JTC) presentation scheduled during our County Leaders Conference.

## **- 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.*