

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, AUGUST 22, 2016

(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)

9:15 COUNTY COMMISSIONERS

Chairman Johnson

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) Review warrant list

The county commissioners will take this time (at 9:15 a.m.) to review the list of warrants for approval under the consent agenda. This review time is open to the public. No other business will be transacted until the regular meeting start time of 9:30 a.m.

RECESS.

9:30 COUNTY COMMISSIONERS

- a) Declarations re: conflict of interest
- b) Pledge of Allegiance
- c) Public comment period (time limitations may be imposed)

PLEASE NOTE: *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

- d) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- e) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' sessions of August 15 and 16, 2016
 - 2) County voucher/warrants/electronic payments as follows: 4177889 through 4178120 totaling \$618,016.99; 4177513 through 4177514 totaling \$1770.53 and 4178121 in the amount of \$198.00
 - 3) Payroll action and other forms requiring Board approval

COUNTY COMMISSIONERS (continued)

f) Action Agenda Items:

- 1) Proposal 2016 08-22 Econ Dev – County
Approval of grant funds in the amount
of \$200,000 to the City of Walla Walla
for the Rebuild Veterans Memorial Pool
Reconstruction project from the Walla
Walla County portion of the Economic
Development Sales Tax (9/10ths) funds

- g)** Miscellaneous business to come
before the Board
- h)** Review reports and correspondence;
hear committee and meeting reports
- i)** Review of constituent concerns/possible
updates re: past concerns

9:45

TECHNOLOGY SERVICES DEPARTMENT

Kevin Gutierrez

- a)** Department update and miscellaneous



WALLA WALLA COUNTY
Technology Services Department

Kevin G. Gutierrez
Technology Services Director

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362

(509) 524-2590

kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

August 22, 2016

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues/Information for the Board.

- N/A

Components (Main infrastructure)

Hardware

- No issues

Software

- No issues

Security/Viruses

- No issues

Network

- No issues

Other Projects

- **CJIS Audit**
 - Scheduled for August 18th
 - 3 Audits
- **Budget/Assets**
 - Many inventory sheets came back – working on inventory changes
 - Budget in progress - Maintenance costs have increased.
- **New World**
 - Now Live – data migration still not done
- **Penetration Testing**
 - On my to do list
 - Also want to do a Phishing test to test user awareness
- **Technology Services Doors – Lock**
 - 2 doors, 1-hall, 1 to interior. Interior door is locked per CJIS security rules
 - Entry way is where we take deliveries.
 - Shelly Peters recommends outside door be locked to prevent theft.
 - Could lock the outside door and put in an intercom that would ring our phones. We use an interior phone to do this now. So rather than a phone on the inside, we would put an intercom on the outside door. Does the same thing one door out. Interior entry area would be more secure.
 - Est. \$325.00
- **Camera's**

- Expecting an informal quote so we can get an idea of budget and equipment before we do an RFP or small works bid.
- Sent a reminder to WWE last week
- **Surplus Equipment**
 - Comprehensive advises that we will receive about 80 devices for surplus. No room to store them. I would like to get the surplus info off the gear and for anything we not going to re-deploy, surplus them from that building and take them directly to recycle.
 - At the same time, surplus what we have on hand as well
 - This will clean out our storage area
- **Superior Court 1-2 Updates**
 - Installed
 - WebEx was not configured correctly by the vendor. We finally got a good config and have been testing and writing the instructions for the courts.
- **O-365**
 - Initial cost is just under \$60k
 - Budget for 2016 = \$60k
 - Working with an onboarding company for final costs
 - With this vendor, we are not locked into a 3 year contract. It's year to year and we can true up licensing every year.
 - Had to write and RFP – Has been on Jesse's desk since 8/2 – he has been a bit busy but I think it will be reviewed within the next week.
- **Public Record Requests Last 2 Weeks**
 - ? = Requests received
 - ? = Forwarded to departments
 - ? = Completed
 - ? = Pending Closure
 - ? = Open/Being handled by the PRO
 - ? = Requests handled last 2 week period
- **Looking at video redaction software.**
 - Normal video editing software is clumsy and takes a lot of time to do.
- **Training – Public Records**
 - Secretary of State was here on August 17.
- **Search Tool Replacement**
 - Had to back up a bit. We had documents in our hands for review to purchase. Turns out the items were on the GSA schedule but the prices did not match.
 - Looking at options.
- **Public Records Have been involved in several PRA conference calls**
 - Terry Nealy is heading up an initiative to help smaller agencies when it comes to the burdens requests put on our staff and budgets
 - ACCIS is also involved and will be making a recommendation to Terry Nealy soon.

Definitions

CITRIX = A product used for remote access to our network

PAV=Potential Archival Value

CJIS = Criminal Justice System Information Systems

AOC=Administrative Office of the Courts

PRO=Public Records Officer

USB=Universal Serial Bus

DOL=Department of Licensing

RFP=Request For Pricing

GIS=Geographic Information Systems

EOL=End of Life

JCDA=Joint Community Development Agency

W7=Windows 7

W10=Windows 10

OS=Operating System

JAVS=(Jefferson Audio Video Systems) – Courtroom Recording System

AV-Audio/Visual

WiFi-Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

CAD=Computer Aided Dispatch (hosted at the city)

CAT5=Category 5 Ethernet cable (for data and voice)

ADA=Americans with Disabilities Act

ECM=Enterprise Content Management

NWS=New World Systems

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

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

PENERATION TESTING = A process designed to have outside companies try to break into our system to identify and potential soft spots in our network.

10:00

COUNTY COMMISSIONERS

- a) Presentation by Dave Mastin, JDM Consulting, re: County participation with the cities of Walla Walla and College Place and the Port of Walla Walla in joint legislative advocacy efforts

JDM Consulting

120 State Ave. NE, #300 Olympia, WA 98501
Tel. (360) 584-5705 E-mail: davemastin@comcast.net

Objective: Walla Walla County to consider joining the Walla Walla Government Coalition for state-level advocacy.

Existing Partners: Port of Walla Walla, City of Walla Walla, and City of College Place.

Service: Year-round lobbying services. \$48,000 salary (requested) and \$2,000 expense account.

Coalition Successes: Over \$200 million in state funding over 7 years.

- 2016: \$100,000 funding for fire prevention in Walla Walla watershed (water source)
- 2015: \$134 million for transportation improvement to Highway 12
- 2014: \$3.9 million for Plaza Way/South W.W. transportation project
- 2013: \$2 million for a community sewer system to serve a school district and a commercial/industrial zone
- 2012: \$1 million for infrastructural development at a major railway transfer station (Railex)
- 2011: \$70 million for construction of two medium security units at the state penitentiary
- 2010: Secured defeat of budget language that would have closed a wing at the Washington State Penitentiary (four other institutions were specifically reduced)

Lobbyist's Experience:

Clients:

Present: Muckleshoot Tribe, Mylan (generic medicine), Walla Walla Government Coalition, Washington Toxics Coalition.

Previous: Paladin Data, Advanced H2O, Prescription Management Care Association (PCMA), Society of Professional Engineering Employees in Aerospace (SPEEA)8, International Association of Machinists 751, Foster Creek Conservation District.

State Representative (1993 – 2005):

Leadership Positions:

House Majority Leader, Majority Floor Leader, and Deputy Minority Leader.

Committee Membership:

Health Care, Agriculture & Ecology (Ranking Member), Capital Budget, Appropriations, Corrections (Vice-Chair), Energy and Utilities (Vice-Chair), Higher Education, and Judiciary.

Attorney at Law (1996 – 2008):

Counseled clients on water law related issues, including the Endangered Species Act, the Clean Water Act, water right purchase-sale agreements, shared use agreements, and easement agreements.

Education:

Juris Doctorate, 1996 – Gonzaga University School of Law
Bachelor of Arts, 1988 – Whitman College

Spokane, WA
Walla Walla, WA

10:15

COUNTY CORRECTIONS DEPARTMENT

Mike Bates

a) **Consent Agenda Items:**

- 1) Resolution _____ - Approving Interagency Agreement with the State of Washington, Administrative Office of the Courts – BECCA Bill Programs and Services (IAA17417)
- 2) Resolution _____ - Authorization of out of state travel for Corrections Department employees (Weber and Kelley)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
INTERAGENCY AGREEMENT WITH
THE STATE OF WASHINGTON,
ADMINISTRATIVE OFFICE OF THE
COURTS - BECCA BILL PROGRAMS
AND SERVICES (IAA17417)



RESOLUTION NO.

WHEREAS, the State of Washington, Administrative Office of the Courts, has contracted with Walla Walla County, Washington, to provide "Becca Bill" Programs and Services, consisting of Truancy, At-Risk Youth, and Child in Need of Services programs in compliance with Interagency Agreement #IAA17417; and

WHEREAS, the term of previous Agreement for said services expired on June 30, 2016, and a new Agreement has been offered to the County for the period July 1, 2016 through June 30, 2017; and

WHEREAS, the Walla Walla County Juvenile Justice Center Administrator has reviewed said Interagency Agreement and recommends approval; and

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

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

Passed this 22nd day of August, 2016 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

INTERAGENCY AGREEMENT IAA17417
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
COLUMBIA/WALLA WALLA COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES

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

PURPOSE

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

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

STATEMENT OF WORK

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

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide both the number of petitions and the actual cost of processing such petitions, broken down as follows:

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

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

Reporting schedule:

Period	Report Due
07/01/16 - 12/31/16	01/31/17
01/01/17 - 06/30/17	07/31/17

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

If you have questions, please contact the AOC Program Manager Yvonne Pettus at Yvonne.pettus@courts.wa.gov or (360) 705-5229

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of

performance under this Agreement is July 1, 2016 regardless of the date of execution and it shall end on June 30, 2017, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

- a. Contractor shall be reimbursed a maximum of \$60,056.00 for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.
- b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing of CHINS, ARY and Truancy petitions. Contractor shall use Exhibit A BECCA Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.
- c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.
- d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- e. Contractor shall submit invoices to AOC monthly.
- f. Payment will be made by the AOC upon receipt of a properly-completed invoice detailing reimbursable expenses. Invoices are to be sent to Financial Services, Administrative Office of the Courts, P.O. Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.
- g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.
- h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.
- i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING

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

OTHER PROVISIONS FOR SERVICES

- a. **Background Check/Criminal History**
In accordance with Chapters 388-700 WAC, 7205 RCW, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

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

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

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

b. Sexual Misconduct

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

RECORDS MAINTENANCE

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

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

RIGHTS IN DATA

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

INDEPENDENT CAPACITY

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

AGREEMENT ALTERATIONS AND AMENDMENTS

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

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

TERMINATION

a. Termination for Convenience

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

b. Termination for Cause

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

DISPUTES

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

GOVERNANCE

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

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

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

ASSIGNMENT

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

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
AUTHORIZATION OF OUT OF
STATE TRAVEL FOR
CORRECTIONS DEPARTMENT
EMPLOYEES (WEBER AND
KELLEY)



RESOLUTION NO.

WHEREAS, the Walla Walla County Corrections Department (WWCCD) has requested approval for out of state travel for Keri Weber, Executive Assistant and Patricia Kelley, Warrants Clerk, to travel to Seaside, Oregon to attend the 2016 NW CJIS (Criminal Justice Information Services) Users Workshop and Security Summit, September 19-22, 2016; and

WHEREAS, pursuant to County policy, Employee Travel Authorization forms have been submitted; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel for county employees Keri Weber and Patricia Kelley be approved as outlined above.

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

Passed this 22nd day of **August, 2016** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request 07/27/2016

Employee Attending: Keri Weber and Patricia Kelley	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
Meeting/Training: Start time/date: 09/19/2016 End time/date: 09/22/2016 Location: City: Seaside State: Oregon Title of Meeting/Training: 2016 NW CJIS Users Workshop and Security Summit (Attach agenda/training brochure) Departure Date: 09/19/2016 Time: 12:00 Return Date: 09/22/2016 Time: 07:00 Place of Lodging: Hi Tide Seaside Phone Number: 503-738-8414	☐ Air ☐ Bus/Train X County Vehicle \$ ☐ Private Vehicle _____ miles @ _____ \$ ☐ Rental Car ☐ Cab/Bus \$	
	Lodging	
	4 night(s) @ \$210.00	\$840.00
	Meals	
	Breakfast(s) _____ @ \$ _____	\$ _____
	Lunch(s) _____ @ \$ _____	\$ _____
	Dinner(s) 4 @ \$31.00	\$124.00
	Registration/Tuition	
	Cancel Date: _____	\$ _____
	Total Expenses	
		\$1402.00

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. I have read and reviewed the training reimbursement policy No. 40.06.0 and agree to its terms and conditions.

Keri Weber
 Signature of Employee

Date: 7/27/16Recommended: ☒ Yes ☐ No

Michelle Bates
 Supervisor Signature

Date: 7/27/16

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

Approved: ☒ Yes ☐ No

Michelle Bates
 Elected Official/Department Head

Date: 7/27/16

Washington Attendees

Tuesday, September 20, 2016

07:50 - 08:00	Presentation of colors	
08:00 - 08:45	Fragile Fear: Claim Your Freedom	
08:45 - 09:45	The Power Of Integrity	
10:00 - 11:45	FBI CJIS Training	
12:45 - 13:45	Impact Teen Drivers	
14:00 - 14:45	Interpreting WA Motor Vehicle Records	
15:00 - 15:30	Department of State Briefing	
15:30 - 16:00	Importance of Password Protection	
16:00 - 17:30	Critical Significance of Employee Background Checks	

Wednesday, September 21, 2016

08:00 - 09:00	Effects of Vacating, Sealing and Expunging Records	
09:00 - 10:00	Collision Records Overview	
10:15 - 11:00	Difference between nexTEST and CJIS Online	
11:00 - 11:45	Sex Offender Registry/Offender Watch Interface	
12:45 - 13:45	RAPsheet Training	
14:00 - 15:15	Improving Criminal History Record Information (CHRI) in Washington	
15:30 - 17:30	Working-group - A facilitated session to identify issues, prioritize outcomes, and develop solutions	

Thursday, September 22, 2016

08:00 - 09:00	NW3C Briefing	
09:15 - 10:45	Briefing - Umpqua CC Shooting: Information Security to Operations	
10:55 - 12:25	DRIVE Attitude: How to Make the Buck Stop Here	

IT Security Attendees

Tuesday, September 20, 2016

07:50 - 08:00	Presentation of colors	
08:00 - 08:45	Fragile Fear: Claim Your Freedom	
08:45 - 09:45	The Power Of Integrity	
10:00 - 11:00		

a) **Bid Opening:**

- 1) Dodd Road MP 0.00 to MP 6.34

****Note:** The bid award for this project is set for this afternoon at 1:45 p.m. (to allow sufficient time for review of all bids)

b) **Consent Agenda Items:**

- 1) Execute contract for Foster Road
MP 1.00 to MP 2.00 project with
North Central Construction, Inc.

c) Department update and miscellaneous

10:45

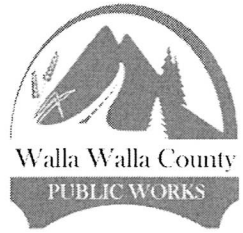
PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

- 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) Resolution _____ - Agreement Between the Board of Commissioners and the Washington State Council of County and City Employees, Local 1191, Council 2 of the American Federation of State, County and Municipal Employees, AFL-CIO, Road Crew, Public Works Department 2016-2018
 - 2) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

**Walla Walla County Public Works
PO Box 813
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 18 August 2016

Re: Director's Report for the Week of 15 August 2016

Board Action: 22 August 2016

Bid Openings:

In the Matter of a Bid Opening – Dodd Road Project

Resolutions:

In the Matter a Bid Award – Dodd Road Project (1:45pm)

Miscellaneous:

In the Matter of Signing a Contract for the Foster Road Project

ENGINEERING:

- Waitsburg at Chase and Mill Creek Road Safety Projects (Tied bid): Contractor to fix transitions on both projects next week.
- Mill Creek FH: Right-of-way acquisition continues.
- Mill Creek Road MP 1.1 to MP 3.96: Right-of-way plans complete.
- Blue Creek Bridge: Drafting continues.
- Foster Road Safety Project: First working day is 23 August.
- Sunset Drive West and Lakeview Drive: In design.
- Dodd Road: Open bids 22 August.
- Port Kelley: Advertising as small works project.

DEVELOPMENT:

- Final plat approved for Andrews subdivision on Bergevin Springs Road.

MAINTENANCE:

- Crews conducting routine maintenance.

ADMINISTRATION:

- Conducted annual Diversity Training.
- Conducted Mill Creek Channel tour for Rep. McMorris-Rogers staffer Andrew Neill.
- Participated in UAV Survey demonstration presented by CRAB.
- Attended TAC meeting.

a) **Public Hearing:**

- 1) To consider a request by Walla Walla County to create a dress code for the Walla Walla County Fairgrounds prohibiting the display of criminal street gang identifiers during the Walla Walla County Fair and Frontier Days or other County sponsored events, resulting in a new Chapter 9.34 of the Walla Walla County Code

b) **Action Agenda Items:**

- 1) Ordinance No. 451 – An ordinance approving a request by Walla Walla County to create a dress code for the Walla Walla County Fairgrounds, prohibiting the display of criminal street gang identifiers during the Walla Walla County Fair and Frontier Days or other County sponsored events, resulting in a new Chapter 9.34 of the Walla Walla County Code

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

ORDINANCE NO. 451

AN ORDINANCE APPROVING A REQUEST BY WALLA WALLA COUNTY TO CREATE A DRESS CODE FOR THE WALLA WALLA COUNTY FAIRGROUNDS, PROHIBITING THE DISPLAY OF CRIMINAL STREET GANG IDENTIFIERS DURING THE WALLA WALLA COUNTY FAIR AND FRONTIER DAYS OR OTHER COUNTY SPONSORED EVENTS, RESULTING IN A NEW CHAPTER 9.34 OF THE WALLA WALLA COUNTY CODE.

Whereas, the Walla Walla County Fair and Frontier Days has, since the 1990s, prohibited gang related attire or insignia; and

Whereas, Walla Walla County wishes to provide clear rules and regulations regarding what is prohibited attire or insignia during the Walla Walla County Fair and Frontier Days; and

Whereas, Walla Walla County has reviewed ordinances of other counties and found that Marin County, California has adopted Ordinance 3596, which addresses these issues in an appropriate fashion; and

Whereas, the Marin County Code provisions have been reviewed and modified to reflect local conditions; and

Whereas, the Walla Walla County Board of Commissioners has considered adoption of this Ordinance during a regularly and duly called public meeting of said Commission, has given careful review and consideration to said Ordinance, and finds said Ordinance to be in the best interests of the County of Walla Walla.

NOW THEREFORE,

BE IT ORDAINED, by the Walla Walla County Board of Commissioners that:

Section I. The Board of County Commissioners Makes the Following Findings of Fact:

1. Notice of a Public Hearing was published in the Walla Walla Union Bulletin on August 11, 2016.

2. The Board of County Commissioners held a public hearing on August 22, 2016 for the purpose of receiving testimony on the proposed amendments.
3. The Walla Walla County Fair and Frontier Days is intended to be a welcoming, family friendly venue for all members of the community.
4. Confrontations between criminal street gangs have occurred in Walla Walla County and surrounding communities.
5. Confrontations between criminal street gangs have occurred at other fairs in Washington and in other states; (e.g. Northwest Washington Fair 2011, Puyallup Fair, 2009).
6. Criminal street gang attire, tattoos, and other symbols can lead to confrontations and fights between criminal street gangs at the Fairgrounds.
7. Criminal street gang related confrontations can endanger other fairgoers.
8. Criminal street gang related confrontations, or the possibility of such confrontations, can result in reduced attendance at the Fair and other County sponsored events at the Fairgrounds.
9. The 2016 Walla Walla County budget shows that most of the Fair's revenue is made up of admission fees, concession rentals, ticket sales, rodeo tickets and event proceeds that are directly impacted by the number of fairgoers attending the Fair.
10. As the Fair depends on admissions, tickets, and concession rentals and other receipts for most of its funding, any reduced attendance will harm the longevity and quality of the Fair.
11. Public entrance to the County Fair is generally by paid admission only.
12. Criminal street gang related confrontations at the Fair can divert resources from the Fairgrounds' staff, Sheriff's Office staff and other Fair workers' abilities to undertake the day-to-day operations of the Fair; resulting in an diminishment of resources to adequately operate the Fair and provide for a safe environment.
13. A serious criminal street gang confrontation could potentially close down the Fair on any particular day, harming the longevity of the Fair.
14. Any potential for criminal street gang confrontation could disrupt the family-friendly, welcoming atmosphere of the Fair.

Section II. The Board of County Commissioners Makes the Following Conclusions of Law:

1. The County has reviewed and evaluated comments received from the public.

2. RCW 9.101.010 states that cities, towns, counties, or other municipalities may enact laws and ordinances relating to criminal street gangs that contain definitions that are consistent with definitions pursuant to RCW 9.94A.030.
3. Criminal street gangs are defined by State law as: “(A)ny ongoing organization, association, or group of three or more persons, whether formal or informal, having a common name or common identifying sign or symbol, having as one of its primary activities the commission of criminal acts, and whose members or associates individually or collectively engage in or have engaged in a pattern of criminal street gang activity. This definition does not apply to employees engaged in concerted activities for their mutual aid and protection, or to the activities of labor and bona fide nonprofit organizations or their members or agents.” RCW 9.94A.030.
4. Criminal street gang associates or members are defined by State law as: “‘Criminal street gang associate or member’ means any person who actively participates in any criminal street gang and who intentionally promotes, furthers, or assists in any criminal act by the criminal street gang.” RCW 9.94A.030.
5. The proposed change to County Code is consistent with state law, as it adopts definitions contained in state law.
6. The intended purpose of the County Fairgrounds during the Fair and other County-sponsored events is to provide a safe, family friendly community event that is welcoming to all.
7. Displays of clothing, attire or other signs or signals related to criminal street gangs will likely result in posturing, intimidation and conflict between criminal street gangs which are incompatible with the purposes of the County fairgrounds during the Fair or other County sponsored events.
8. The prohibited items and prohibited displays in new Walla Walla County Code Chapter 9.34 are definite and objective.

Section III. Amendments to Walla Walla County Code, Creating New Chapter 9.34 The amendments to Walla Walla County Code, creating a new Chapter 9.34, are **adopted** as presented to the Board of County Commissioners on this date as attached in Exhibit A.

Section IV. Index. The index to any chapter of the Walla Walla County Code in which sections are added or removed or in which section titles are changed herein shall also be amended to reflect the section amendments.

Section V. Effective Date. This Ordinance is effective as of the date of signing.

Section VI. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this Ordinance.

Section VII. Publication. This Ordinance will be published by an approved summary consisting of the title.

PASSED by the Walla Walla County Board of Commissioners in regular session at Walla Walla, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this _____ Day of _____, 2016.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

Approved as to form

Jesse D. Nolte, Deputy Prosecuting Attorney

Chapter 9.34 Walla Walla County Fair Dress Code Policy

WALLA WALLA COUNTY FAIR DRESS CODE POLICY

9.34.010 Purpose

In order to promote a family-friendly, non-violent atmosphere, it is the policy of Walla Walla County to forbid, while on the grounds of the Walla Walla County Fair while the fair or other County-sponsored activity is ongoing, the wearing or display of identifiers of designated “criminal street gangs,” as defined in RCW 9.94A.030 as it exists or is hereafter amended, in a manner specified in WWCC 9.34.070.

9.34.020 Street Gang Identifier Categories

The following types of identifiers of designated criminal street gangs are subject to the Walla Walla County Fair Dress Code:

- A. Category One: Identifiers, including but not limited to clothing, tattoos, patches or other items with the name, initials, or symbol of a designated criminal street gang.
- B. Category Two: Identifiers, including but not limited to clothing, tattoos, patches or other items associated with a designated criminal street gang, that do not fall into Category One.

9.34.030 Designation of Criminal Street Gang Identifiers

In order to carry-out this policy, each year, a person designated by the Walla Walla County Sheriff who is a peace officer shall provide a comprehensive list of known active criminal street gangs and the identifiers associated with them. The peace officer shall review the definitions of “criminal street gang” and “criminal street gang associate or member” as defined by RCW 9.94A.030 as it exists or is hereafter amended. The peace officer may consult with other law enforcement officials who have received specialized training. The peace officer shall designate the identifiers as either Category One or Category Two, as specified in WWCC 9.34.020.

9.34.040 Listing of Criminal Street Gang Identifiers

This Walla Walla County Fair Dress Code Policy and the List of Prohibited Identifiers associated with active criminal street gangs shall be set forth on the Walla Walla County Fair's web site not less than seven days before the start date of the Walla Walla County Fair each year.

As the Fair takes place, the designated peace officer, or any other peace officer who has received specialized advanced training regarding criminal street gangs, may add or delete certain criminal street gang identifiers from the Walla Walla County Fair Dress Code Policy, as developments at the Fair warrant. In that event, the Walla Walla County Fair Dress Code Policy and List of Prohibited Identifiers kept by the attendants at each entrance to the fair, as specified in WWCC 9.34.050, shall be immediately updated to reflect that revision. The Walla Walla County Fair web site shall be updated to reflect that revision as soon as practicable thereafter.

Enforcement of the modified List of Prohibited Identifiers associated with active criminal street gangs may begin after any one of the following actions has been taken:

- A. The change has been posted on the Walla Walla County Fair website.
- B. The change has been posted on a copy of the Walla Walla County Fair Dress Code Policy and List of Prohibited Identifiers kept by the attendants at each entrance to the fair, as specified in WWCC 9.34.050.
- C. When any peace officer who has received specialized advance training regarding criminal street gangs, or any peace officer who has consulted with a peace officer who has received specialized advance training, determines that an individual is wearing a newly recognized identifier of a criminal street gang and personally informs the individual that the Walla Walla County Fair Dress Code Policy and List of Prohibited Identifiers will be amended to include such identifier. For purposes of enforcement under WWCC 9.34.060, the newly recognized identifier shall be treated like any other Category One or Category Two identifier, as the case may be, of a criminal street gang.

9.34.050 Signage and Copies of the Walla Walla County Fair Dress Code Policy and List of Prohibited Identifiers.

A sign shall be displayed at each entrance to the Walla Walla County Fair that states the following: "The display of identifiers associated with criminal street gangs is prohibited at the Walla Walla County Fair. You may ask the attendant to see a copy of the Walla Walla County Fair Dress Code Policy and List of Prohibited Identifiers." Staff at each entrance shall make available for inspection to any fairgoer who requests it, a copy of the Walla Walla County Fair Dress Code Policy and List of Prohibited Identifiers.

9.34.060 Enforcement of the Walla Walla County Fair Dress Code Policy

When a peace officer determines that a fairgoer is violating the Walla Walla County Fair Dress Code Policy by displaying, in a manner prohibited by this policy, identifiers associated with a designated criminal street gang, the peace officer may require of the fairgoer that he or she conceal from view or remove the identifier or leave the fair. A fairgoer's failure to conceal or remove from view the identifier or leave the fair shall be considered a revocation of any license, invitation, or privilege to attend and /or remain at the Walla Walla County Fair or other County

sponsored event, and such fairgoer may not lawfully remain on the Walla Walla County Fairgrounds or re-enter for the remainder of the County Fair or County sponsored event.

9.34.070 Walla Walla County Fair Dress Code Policy

While on the Walla Walla County Fairgrounds while the Fair or other County- sponsored event is ongoing, each of the following violates the Walla Walla County Fair Dress Code Policy:

A. The wearing or displaying of one or more Category One identifiers of a designated criminal street gang.

B. The wearing or displaying of one or more Category Two identifiers of a designated criminal street gang, combined with reasonable suspicion by a peace officer on duty that the fairgoer is a criminal street gang member or associate wearing a Category Two identifier to signify such membership or association. For purposes of this section, reasonable suspicion may be found, but is not limited to, the following situations:

1. The fairgoer is a certified or verified criminal street gang member.
2. The fairgoer is congregating with one or more individuals who are certified or verified criminal street gang members.
3. The fairgoer is flashing criminal street gang signs or is congregating with one or more individuals flashing criminal street gang signs.
4. The fairgoer is congregating with one or more individuals who are also wearing one or more Category One or Category Two identifiers of a designated criminal street gang.
5. Statements the fairgoer makes to the peace officer lead that peace officer to conclude that the fairgoer is a criminal street gang member or associate wearing the Category Two identifier to signify such membership or association.

9.34.080 Incident Report

Whenever a peace officer expels a fairgoer under WWCC 9.34.060 for violating the Walla Walla County Fair Dress Code Policy, he or she shall complete an incident report that specifies the basis for the expulsion and, in the event the expulsion is related to the criteria in WWCC 9.34.070 (B), the basis for the reasonable suspicion that the fairgoer is a criminal street gang member or associate wearing a Category Two identifier to signify such membership or association.

In the event a peace officer takes any enforcement action pursuant to WWCC 9.34.060 that is based upon a newly recognized criminal gang identifier, as defined by WWCC 9.34.040(C), a similar incident report shall be completed.

12:00 Recess

1:45 PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Action Agenda Items:

- 1) Resolution _____ - Bid award
for Dodd Road MP 0.00 to MP 6.34

RECESS.

2:15

COUNTY COMMISSIONERS

- a) Miscellaneous business to come before the Board
- b) Discussion with County Auditor and County Treasurer re: 2017 preliminary Budget assumptions

- 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.

2:30

COUNTY FINANCE COMMITTEE

Jim Johnson, County Commissioner
Gordon Heimbigner, Chairman, Treasurer
Karen Martin, Auditor

The County Finance Committee will meet as follows. (This committee, pursuant to RCW 36.48.070, approves county investment policy and debt policy and makes decisions regarding county investments. The meeting is open to the public; however, no testimony will be taken.)

- a) Roll call and establish a quorum**
 - b) Discussion of possible investment of the purchase of the interfund loan for jail improvements of approximately \$1,400,000**
 - c) Possible action on above**
 - d) Other issues to come before the committee**
 - e) FINANCE COMMITTEE MEETING ADJOURNS**
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