

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, NOVEMBER 25, 2019**

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**(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)**

**9:15 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) 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) **Public Hearing:**
  - 1) To consider amendments to the 2019 Walla Walla County Budget
- f) **Action Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Amendments to the 2019 Walla Walla County Budget
- g) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' sessions of November 18 and 19, 2019

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

IN THE MATTER OF  
AMENDMENTS TO THE 2019  
WALLA WALLA COUNTY  
BUDGET

}

RESOLUTION NO. **19**

**WHEREAS**, subsequent to the establishment of the budgets and adoption of the 2019 Walla Walla County Budget and budget amendments, further requests have been made for final amendments to the budget; and

**WHEREAS**, a properly advertised public hearing was held on November 25, 2019, to consider said amendments as advertised as well as other amendments as necessary for accounting purposes, and hear testimony related thereto; now therefore

**BE IT HEREBY RESOLVED** by this Board of County Commissioners that the 2019 Walla Walla County Budget be amended as outlined on the attached Memo "2019 Budget Amendment #4", dated 11/6/19 and revised on 11/25/19, from Karen Martin, County Auditor, which is by this reference made a part hereof.

*Passed this 25<sup>th</sup> day of **November, 2019** 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

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

## COUNTY COMMISSIONERS (continued)

### **g) Consent Agenda Items (continued):**

- 2) Resolution \_\_\_\_\_ - Setting the assessment for the 2020 County Noxious Weed Control Program
- 3) Resolution \_\_\_\_\_ - Certification of Property Tax Levies for Taxing Districts Collection in 2020
- 4) Payroll action and other forms requiring Board approval

### **h) Action Agenda items:**

- 1) Ordinance No. 481 – Adopting legislation to authorize the maximum capacity of the sales and use tax authorized by RCW 82.14.540 for affordable and supportive housing, resulting in new Chapter 3.30 of Walla Walla County Code
  - 2) County vouchers/warrants/electronic payments as follows: 4214346 through 4214579 totaling \$717,950.05, 4214580 through 4214581 in the amount of \$138,587.50 (ER&R)
- i) Miscellaneous business to come before the Board
- j) Review reports and correspondence; hear committee and meeting reports
- k) Review of constituent concerns/possible updates re: past concerns

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

IN THE MATTER OF SETTING  
THE ASSESSMENT FOR THE  
2020 COUNTY NOXIOUS WEED  
CONTROL PROGRAM

RESOLUTION NO. **19**

**WHEREAS**, the Walla Walla County Noxious Weed Control Board has submitted the 2020 Budget for expenditures related to noxious weed control activities within Walla Walla County in the amount of \$209,909; and

**WHEREAS**, the Noxious Weed Control Budget is now a part of the Walla Walla County Budget; and

**WHEREAS**, said Budget for the Walla Walla County Noxious Weed Control Board includes the sum of \$32,000.00 to be raised by assessment within the County, said amount to reflect no increase over the 2019 request; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the Walla Walla County Noxious Weed Control Board is hereby authorized to continue the weed assessment on all lands within Walla Walla County at four cents (4¢) per acre (with parcels one (1) acre up to 12.49 acres assessed at the minimum of fifty cents (50¢) per parcel) outside municipal incorporated areas for the year 2020.

*Passed this 25<sup>th</sup> day of **November, 2019** 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

\_\_\_\_\_  
James K. Johnson, 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  
CERTIFICATION OF PROPERTY  
TAX LEVIES FOR TAXING  
DISTRICTS FOR COLLECTION IN  
2020



**RESOLUTION NO. 19**

**WHEREAS**, pursuant to RCW 84.52.070, it is the duty of the county legislative authority of each county, on or before the thirtieth day of November in each year, to certify to the county assessor the amount of taxes levied upon the property in the county for county purposes, and the respective amounts of taxes levied by the board for each taxing district, within or coextensive with the county, for district purposes; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that, in accordance with RCW 84.52.070, they do hereby certify to the Walla Walla County Assessor the amounts to be levied by each of the taxing districts listed on the attached Exhibit A, which is by this reference made a part hereof, for collection in 2020.

*Passed this 25<sup>th</sup> day of **November, 2019** 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

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

DRAFT

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

**ORDINANCE NO. 481**

**AN ORDINANCE ADOPTING LEGISLATION TO AUTHORIZE THE MAXIMUM CAPACITY OF THE SALES AND USE TAX AUTHORIZED BY RCW 82.14.540 FOR AFFORDABLE AND SUPPORTIVE HOUSING, RESULTING IN NEW CHAPTER 3.30 OF WALLA WALLA COUNTY CODE.**

**WHEREAS**, Chapter 388, Laws of 2019, relating to encouraging investments in affordable housing was adopted in the 2019 session and codified at RCW 82.14.540; and

**WHEREAS**, RCW 82.14.540 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, and providing rental assistance to eligible tenants; and

**WHEREAS**, the tax will be credited against state sales taxes collected within the County and, therefore, will not result in higher sales and use taxes within the County and will represent an additional source of funding to address housing needs in the County; and

**WHEREAS**, the maximum rate imposed may not exceed 0.0146 percent. The maximum rate is available until July 28, 2020 to a county within its unincorporated areas and within the limits of a city that declares it will not levy the tax or that does not adopt a resolution of intent to impose the tax; and

**WHEREAS**, the tax must be used to assist persons whose income is at or below sixty percent of the County median income; and

**WHEREAS**, a lack in affordable housing is burdening residents and causing unwarranted health and social services issues; and

**WHEREAS**, imposing the sales and use tax to address this need will benefit residents; and

**WHEREAS**, the Board of County Commissioners held a workshop on October 28, 2019; and

**WHEREAS**, the Board of County Commissioners adopted Resolution 19-254, a resolution of intent to authorize the maximum capacity of the tax, in open session on November 4, 2019; and

**WHEREAS**, the County has reviewed similar ordinances from Pierce County, Whatcom County and Pacific County Washington; and

**WHEREAS**, the following findings of fact and conclusions of law are hereby made:

Findings of Fact:

1. On November 7 and November 14, 2019 Notices of Public Hearing were published in the Walla Walla Union Bulletin.
2. The Board of County Commissioners held a public hearing on November 18, 2019.

Conclusions of Law:

1. The proposed amendments to Walla Walla County Code Title 3 are necessary to address affordable housing issues in Walla Walla County.
2. RCW 82.14.055(2) states that, "In the case of a local sales and use tax that is a credit against the state sales tax or use tax, a local sales and use tax change may take effect (a) no sooner than thirty days after the department receives notice of the change and (b) only on the first day of a month." The County intends to notify and contract with the Department of Revenue for the collection of the sales and use tax.

Now Therefore,

BE IT ORDAINED, by the Walla Walla County Board of County Commissioners that, based on the findings of fact and conclusions of law above, that the tax is imposed and a new chapter of the Walla Walla County Code created as follows:

Section 1. Walla Walla County Code is amended to create a new Chapter 3.30 as shown on the attached Exhibit A.

Section 2. Effective Date. This ordinance is effective upon signing. The Chair of the Board of County Commissioners shall immediately proceed with notifying and, if needed, contracting with the Department of Revenue.

Section 3. Savings and 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 4. Publication. This ordinance will be published by an approved summary consisting of the title.

DRAFT

PASSED by the Walla Walla County Board of County Commissioners in regular session at Walla Walla, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this 25<sup>th</sup> day of November, 2019.

**Attest:**

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

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

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

Approved as to form:

\_\_\_\_\_  
Jesse D. Nolte, Deputy Prosecuting Attorney

**EXHIBIT A**

Chapter 3.30 Sales and use Tax – Credit against prior tax.

3.30.010 – Definitions

“Nonparticipating City,” “Nonparticipating County,” “Participating City,” “Participating County,” and “Qualifying Local Tax” shall have the definitions provided in RCW 82.14.540 as it exists or is hereafter amended.

3.30.020 – Imposition

Walla Walla County is a “participating county” under RCW 82.14.540. There is authorized, fixed and imposed a sales and use tax on every taxable event, as defined in RCW 82.14.020, in nonparticipating cities and participating cities identified in RCW 82.14.540, as appropriate for taxation by a participating county. There is also authorized, fixed and imposed a sales and use tax on every taxable event, as defined in RCW 82.14.020, in unincorporated Walla Walla County for the time period identified as appropriate for taxation by a participating county under RCW 82.14.540. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to RCW 82.08 and RCW 82.12.

3.30.030 – Rate.

The rate of the tax shall be the maximum rate permitted participating counties under RCW 82.14.540 as it exists or is hereafter amended.

3.30.040 – Administration and collection.

The tax imposed by this chapter shall be administered and collected in accordance with RCW 82.14.540. The Chairman of the Board of County Commissioners is authorized and directed to execute any contracts with the Department of Revenue that may be necessary to provide for the administration or collection of the tax.

3.30.050 – Fund Created.

The proceeds of the tax imposed by this chapter shall be deposited in a special fund in Walla Walla County to be known as the “Affordable and Supportive Housing Fund.”

3.30.060 – Use of funds

Monies collected may only be used for affordable and supportive housing purposes as provided in RCW 82.14.540(6)(b) as it exists or is hereafter amended. Monies shall be administered by the Board of County Commissioners, with assistance from the Department of Community Health, in accordance with budgetary processes and state statutes.

3.30.070 – Report by Director of the Department of Community Health

The Director of the Department of Community Health shall report annually to the Department of Commerce as required by RCW 82.14.540(11).

DRAFT

3.30.080 - Expiration.

The tax imposed by this chapter expires 20 years after the date on which the tax is first imposed.

3.30.100 - Severability.

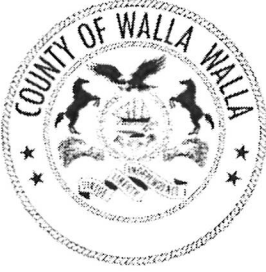
If any provision of this chapter, or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provisions to other persons or circumstances is not affected.

**9:45**

**TECHNOLOGY SERVICES**

**Gregory Heimgartner,  
Acting Director**

- a)** Department update and miscellaneous



**WALLA WALLA COUNTY**  
**Technology Services Department**  
Gregory L Heimgartner

Senior Network Specialist/Acting Director

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

(509) 524-2590

gheimgartner@co.walla-walla.wa.us

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File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

November 25, 2019

To: Walla Walla County Board of Commissioners

Re: Department Update

**Issues/Information for the Board.**

- Recent monitoring shows our backup system consumption is growing at a much higher rate than projected over the past 7 months. This seems to have subsided recently, however we are closely monitoring this and are working to setup some additional reporting.

**Components (Main infrastructure)**

**Hardware**

- Addressed power issues with Ron per my last update.

**Software**

- No issues

**Security/Viruses**

- No issues

**Other Projects**

➤ **OnBase**

- Imagesoft performed their first health check of our environment since moving to them. Overall the results were good showing only a few action items on our side which are being addressed.
- There is still some "Cleanup" to do from our transition which involves an upgraded environment that is partially configured which will address some of the action items from the health check.
- Working with Kathy on admin training that is required as IT involvement is needed from the server administration standpoint.

➤ **SQL Server licensing**

- Has been ordered.
- Need to schedule moves of other databases onto the new server.

➤ **MIP Implementation**

- All paperwork received and this project will start shortly. This is migrating off their Cloud version to their on-premise version.

➤ **Budget & Inventory**

- Done with inventory.
- Working with Sysaid on reporting issues so we can export and get projected costs inside the software.



- Now have a sandbox (test site) set up so we can try to get reports
- No change
- Should look at upgrading to a better more robust system to automate inventory and cost predictions.
- **Case Management System – District Court**
  - New state court system is being planned by the state.
  - Similar to the clerks state system
  - No project timeline yet. Could be a few years.
- **Contracts**
  - Still no word from WaTech on our attempts to correct language.
  - HCA Contract for the Jail has been remedied. They came back and extended the previous contract which did not contain the language of concern.
  - WSAC is engaged and working on this issue with State contractors.
- **Social Media Backup Software**
  - Found one that I am particularly interested in. Has great search capabilities and is the most affordable. \$4,200 to install and \$640 per year.
- **Retention Training (email)**
  - November enrollment had several walk ins, so participation was better than expected from those who reserved spots.
  - Positive feedback received from those who have taken the training. Many have stated they wished they had this some time ago.
  - December dates are scheduled, and an email will go out regarding signups for the December classes.
- **Public Record Requests Last 2 Weeks**
  - 7 = Requests received
  - 0 = Forwarded to departments
  - 6 = Completed
  - 0 = Pending review
  - 0 = Pending Closure
  - 0 = Litigation hold
  - 0 = Pending 3<sup>rd</sup> party notice
  - 5 = Open

Some of these are waiting for legal review or guidance, or response by other departments
- **Service Desk Issues Last 2 Weeks**
  - 59 = Requests received
  - 18 = Open
  - 41 = Closed

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#### **Definitions**

**DMS – Document Management System (OnBase)**

**OCIO = Office of the Chief Information Officer**

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

**JLARC=Joint Legislative Audit and Review Committee**

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

**API = Application Program Interface**

**CJIS = Criminal Justice System Information Systems**

**PRO=Public Records Officer**

**NDA=Non-disclosure agreement**

**EOL=End of Life**

**WiFi=Wireless network connectivity (Wireless Fidelity)**

**FTP = File Transfer Protocol (file transfer server)**

**ADA=Americans with Disabilities Act**

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

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

**10:00**

**COUNTY CORRECTIONS DEPARTMENT**

**Norrie Gregoire**

- a)** Department update and miscellaneous

10:15

**PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Signing an Interlocal Cost Sharing Agreement between the Port of Walla Walla, City of Walla Walla and Walla Walla County for Completion of a Corridor and Intersection Study of US Highway 12 Between Second Avenue and Airport Way Amendment No. 1 – Extension Agreement

**b) Department update and miscellaneous**

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

IN THE MATTER OF SIGNING AN  
INTERLOCAL COST SHARING  
AGREEMENT BETWEEN THE PORT OF  
WALLA WALLA, CITY OF WALLA WALLA  
AND WALLA WALLA COUNTY FOR THE  
COMPLETION OF A CORRIDOR AND  
INTERSECTION STUDY OF US HIGHWAY  
12 BETWEEN SECOND AVENUE AND  
AIRPORT WAY – AMENDMENT NO. 1 –  
EXTENSION AGREEMENT



**RESOLUTION NO. 19**

**WHEREAS**, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis on mutual advantage; and

**WHEREAS**, Walla Walla County Resolution 18 241, an Interlocal Cost Sharing Agreement with the Port of Walla Walla, City of Walla Walla and Walla Walla County for the Completion of a Corridor and Intersection Study of US Highway 12 Between Second Avenue and Airport Way; and

**WHEREAS**, Amendment No. 1 – Extension Agreement has been prepared for approval and it is in the best interest of Walla Walla County to work cooperatively with other governmental agencies; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners they do hereby enter into an Interlocal Cost Sharing Agreement with the Port of Walla Walla, City of Walla Walla and Walla Walla County for the Completion of a Corridor and Intersection Study of US Highway 12 Between Second Avenue and Airport Way – Amendment No. 1 – Extension Agreement and that the Chair of the Board shall sign same in the name of the Board.

*Passed this 25<sup>th</sup> day of November, 2019 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

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

**Interlocal Cost Sharing Agreement Between the Port of Walla Walla, City of Walla Walla,  
and Walla Walla County for Completion of a Corridor and Intersection Study of US  
Highway 12 Between Second Avenue and Airport Way**

**AMENDMENT No. 1 – Extension Agreement**

An interlocal cost sharing agreement for the US 12 Corridor Study between the City of Walla Walla (City), Port of Walla Walla (Port), and Walla Walla County (County), also referred to as the “Parties”, was executed on October 8, 2018. The agreement is set to expire on December 31, 2019.

Paragraph 10 of the original agreement provides that by mutual agreement of the parties the agreement may be extended for one additional year until December 31, 2020 if necessary to complete the work under the consultant scope of work.

The parties now desire to amend the agreement to provide for the extension of the contact until December 31, 2020 to allow for the completion of the consultant scope of work.

Except as set forth in this Amendment, the original agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the original agreement, the terms of this Amendment will prevail.

**APPROVALS**

**City of Walla Walla**

Approved as to Form:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Nabiel Shawa, City Manager

Attest:

\_\_\_\_\_  
Kammy D. Hill, MMC, City Clerk

**Port of Walla Walla**

Approved as to Form:

Jared Haul  
Port Counsel

By: Patricia W. Reay  
Pat Reay, Executive Director

**Walla Walla County Board of County Commissioners**

Approved as to Form:

Jesse Nolte deputy  
Walla Walla County Prosecuting Attorney

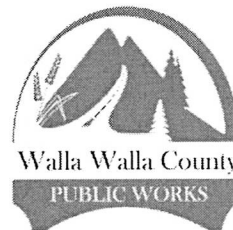
By: \_\_\_\_\_  
Todd L. Kimball, Chair

Attest:

\_\_\_\_\_  
Clerk of the Board

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

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To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 20 November 2019

Re: Director's Report for the Week of 18 November 2019

**Board Action: 25 November 2019**

**Resolutions:**

**In the Matter of Signing an Interlocal Cost Sharing Agreement Between the Port of Walla Walla, City of Walla Walla, and Walla Walla County for Completion of a Corridor and Intersection Study of US Highway 12 Between Second Avenue and Airport Way**

**ENGINEERING:**

- Blue Creek Bridge/Mill Creek FH: Paving and striping mainline are complete. Guardrail installation is to begin today. Contractor is also working on wetland restoration and planting, fencing, and cleanup.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Consultant is working on appraisal and acquisition documents.
- Port Kelley Road & Dodd Road Railroad Crossing: Railroad portion of project is scheduled to begin this month.
- Peppers Bridge Road: Working on project design.
- Wallula/Gose Intersection: Working on field study.

**MAINTENANCE/FLEET MANAGEMENT:**

- South, North District and Vegetation/Signs – Working on routine maintenance activities.
- Garage – Sherriff admin upfit.
- Miscellaneous – Continuing efforts to hire Maintenance Techs and working on CRAB reporting.

**ADMINISTRATION:**

- Attending County Leaders Conference in Spokane

**10:30**

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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



- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

**11:00**

**MAINTENANCE**

**Ron Branine**

- a) Department update and miscellaneous



# Facilities Department

To: Board of County Commissioners

From: Ron Branine

Date: November 25th, 2019

## **Resolutions/Proposals:**

To get authority to accept a bid for the Courthouse alley concrete cut sealing project.

## **Update:**

- Remodel is going well. Waiting on change orders to add outlets in the Elections space as well as 2 new in the hallway for the ADA voting machine and the new Elections monitor. We are also waiting on pricing for the Data run from Elections to the network room.
- Jail elevator project proposal through DES
- I would like to look at re-doing the inside of the Courthouse elevator with a vinyl "wrap". This could be anything Walla Walla themed but to showcase who we are.

## **ADMINISTRATION:**

11:15

SHERIFF

Mark Crider

a) **Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Independent Contractor Agreement Between the Walla Walla County Sheriff's office and Jason Youngman

b) Department update and miscellaneous

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

IN THE MATTER OF APPROVING A  
INDEPENDENT CONTRACTOR  
AGREEMENT BETWEEN WALLA  
WALLA COUNTY SHERIFF'S  
OFFICE AND JASON YOUNGMAN

}

**RESOLUTION NO.**

**WHEREAS**, Walla Walla County has offered an Independent Contractor Agreement to Jason Youngman to provide Defensive Tactics training to the Walla Walla County Sheriff's Office personnel; and

**WHEREAS**, the Walla Walla County Sheriff has reviewed said Agreement and recommends its approval; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve an Independent Services Agreement with Jason Youngman.

*Passed this 25<sup>th</sup> day of **November, 2019** 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

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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



**Mark A. Crider**  
Sheriff

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

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

Sheriff's Office	(509) 524 - 5400
Fax	(509) 524 - 5480
Dispatch	(509) 527 - 3265
Email:	sheriff@co.walla-walla.wa.us

Joseph L. Klundt	<i>Undersheriff</i>
Richard Schram	<i>Chief Criminal Deputy</i>
Ron Varner	<i>Chief Civil Deputy</i>

Date: November 07, 2019

To: Board of County Commissioners

From: Richard Schram, Chief Criminal Deputy *RS*

RE: Personal Service contract with Jason Youngman

Deputy Jason Youngman has been employed with the Pierce County Sheriff's Department since 2011 and currently works as a graveyard Patrol Officer. In addition to his patrol duties he is a Defensive Tactics Instructor, Field Training Officer, and Peer Support Member. Deputy Youngman has been instructing Martial Arts and Defensive Tactics since 1997. He began teaching Police Use of Force and Defensive Tactics with PCSD in 2013. He is currently the lead Defensive Tactics Instructor for the Pierce County Sheriff's Department. Deputy Youngman is currently certified as a Washington State Criminal Justice Training Center Master DT Instructor, a Seattle PD Integrated Combat and Control Instructor, and an Axon certified Taser Instructor.

These training days, December 3rd and 10th, have been specifically designed to for our WWSO Deputies to enhance their skills as defensive tactics is a required training component.

### Recommendation:

The Walla Walla County Board of County Commissioners approve the personal service contract with Jason Youngman for these upcoming WWSO training days.

## Instructor Bio

Deputy Jason Youngman

Deputy Jason Youngman has been employed with the Pierce County Sheriff's Department since 2011 and currently works as a graveyard Patrol Officer. In addition to his patrol duties he is a Defensive Tactics Instructor, Field Training Officer, and Peer Support Member. Deputy Youngman has been instructing Martial Arts and Defensive Tactics since 1997. He began teaching Police Use of Force and Defensive Tactics with PCSD in 2013. He is currently the lead Defensive Tactics Instructor for the Pierce County Sheriff's Department. Deputy Youngman is currently certified as a Washington State Criminal Justice Training Center Master DT Instructor, a Seattle PD Integrated Combat and Control Instructor, and an Axon certified Taser Instructor.

Deputy Youngman has taught and presented Defensive Tactics and Police Use of Force for PCSD, WSCJTC, Puyallup School District, Bethel School District, Pacific Lutheran University, and multiple community academies.

During his martial arts career Deputy Youngman has been awarded the rank of Nidan, 2<sup>nd</sup> Degree Black Belt in Shotokan Karate, a Red belt in Daito Ryu Aikido, and is currently a Blue Belt and training in Brazilian Jiu Jitsu. Deputy Youngman competed as an amateur boxer for two years and coached/cornered mixed martial arts for four years. Deputy Youngman owned and operated Lakewood Martial Arts from 2002 to 2008. During that time he taught courses to the general public and taught/gave multiple seminars and presentations to schools, cooperation's, and the US Army.

During his free time Deputy Youngman enjoys spending time with his wife and four daughters. Together they enjoy activities such as sports, camping, and fishing. He loves watching and rooting for his daughters as they compete and participate in sports, theater, and other activities.

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT executed on this the 7<sup>th</sup> day of October, 2019, but agreed to be effective from and after December 3rd, 2019, by and between Walla Walla County Sheriffs Office (hereinafter "Company"), and Jason Youngman (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Company hires Contractor, and Contractor agrees to work for Company under the terms and conditions hereby agreed upon by the parties:

### **SECTION 1 – WORK TO BE PERFORMED**

**1.1 Term.** Company agrees to hire Contractor, at will, for a term commencing on December 3rd, 2019 and continuing until terminated in accordance with Section 4.

**1.2 Duties.** Contractor agrees to perform work for the Company on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness accepted) to the performance of the duties specified in this agreement. Contractor's duties shall be as follows: Contractor will provide instruction and training in Police Use of Force and Defensive Tactics. Instruction and training will be in but not limited to control tactics, impedance tactics, vascular neck restraints, weapon retention, and control devices. Contractor further agrees that in all such aspects of such work, Contractor shall comply with the policies, standards, regulations of the Company from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Company.

### **SECTION 2 – CONFIDENTIALITY**

**2.1 Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Company, including amounts paid therefore, client and customer lists, and other Company data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Company. Except for disclosures required to be made to advance the business of the Company and information which is a matter of public record, Contractor shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of



Contractor or any other person, except with the prior written consent of the Company.

**2.2 Return of Documents.** Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Company or containing any Confidential Information shall be the sole and exclusive property of the Company, and shall be returned to the Company upon the termination of this Agreement or upon the written request of the Company.

**2.3 Injunction.** Contractor agrees that it would be difficult to measure damage to the Company from any breach by Contractor of Section 2.1 or 2.2 and that monetary damages would be an inadequate remedy for such breach. Accordingly, Contractor agrees that if Contractor shall breach Section 2.1 or 2.2, the Company shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Company.

**2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

### **SECTION 3 – COMPENSATION**

**3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Company, the Company shall pay to the Contractor the sum of \$100.00 per hour worked. Said compensation shall be paid upon receipt of invoice supplied to the Company by the Contractor.

**3.2 Withholding; Other Benefits.** Compensation paid pursuant to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Company shall not provide Contractor with any coverage or participation in the Company's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

**3.3 Expenses.** Company shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of his duties hereunder, provided, the President or Managing Director of the Company has approved such expenses in advance.

#### **SECTION 4 – TERMINATION**

**4.1 Termination at Will.** This Agreement may be terminated by the Company immediately, at will, and in the sole discretion of the President of the Company. Contractor may terminate this Agreement upon fourteen (14) days written notice to the Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Contractor.

**4.2 Death.** In the event Contractor dies during the term of this Agreement, this Agreement shall terminate, and the Company shall pay to Contractor's estate the salary which would otherwise be payable to Contractor.

#### **SECTION 5 – INDEPENDENT CONTRACTOR STATUS**

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of Company. Contractor shall have no authority to bind or otherwise obligate Company in any manner nor shall Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event that the Company suffers any loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless the Company from any such loss or damage.

#### **SECTION 6 – REPRESENTATIONS OF WARRANTIES OF CONTRACTOR**

Contractor represents and warrants to the Company that there is no employment contract or other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

#### **SECTION 7 – MISCELLANEOUS PROVISIONS**

**7.1** The provisions of this Agreement shall be binding upon and enured to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Company an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Company.

**7.2** In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement,

the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.

**7.3** The contractor will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Contractor based on the risk associated with the characteristics of this agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this agreement.

**7.4** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

**7.5** This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Washington.

**7.6** This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this the 7<sup>th</sup> day of October, 2019 .

Walla Walla County Sheriffs Office

Per: 

  
Jason Youngman

**11:30**

**JOINT FINANCIAL UPDATE**

**Karen Martin  
Gordon Heimbigner**

- a) 2019 Budget update

11:45

**COUNTY COMMISSIONERS**

**a) Action Agenda Items:**

- 1) Proposal 2019 11-25 LTAC-1 (Lodging Tax Advisory Committee) – Approving Payment of certain 2019 Fair advertising Expenses

**b) Miscellaneous business to come before the Board**

**12:00 RECESS**

**1:30 COUNTY COMMISSIONERS**

- a) Miscellaneous business to come before the Board

**- A D J O U R N -**

*Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.*

*Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.*