

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, DECEMBER 7, 2020

Pursuant to the Governor's proclamation dated March 23, 2020 the Commissioner Meeting will be held via phone and internet. Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us wwccommissioners@co.walla-walla.wa.us

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

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

The agenda will include only necessary action items until further notice.

PLEASE NOTE: ALL TIMES ARE TENTATIVE AND AT THE DISCRETION OF THE CHAIRMAN WITH THE EXCEPTION OF ADVERTISED BID OPENINGS AND PUBLIC HEARINGS.

10:00 A.M. COUNTY COMMISSIONERS

Chairman Tompkins

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) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) 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.*

- e) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review warrant list
- f) **Public Hearing:**
 - 1) To consider adoption of the 2021 Walla Walla County Budget
 - 2) To consider declaring certain County property as surplus
- g) **Action Agenda Item:**
 - 1) Resolution _____ - Declaring Certain County property as surplus and disposing of same

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF DECLARING
CERTAIN COUNTY PROPERTY
AS SURPLUS AND DISPOSING
OF SAME

RESOLUTION NO. **20**

WHEREAS, the Board of County Commissioners of Walla Walla County, as the county legislative authority, has received from the County Technology Services (Central Services) Department a listing of various used equipment items, which are and have been the property of the County and which are proposed to be declared surplus, said list attached as "Attachment A" and by reference herein made a part hereof, and

WHEREAS, Chad Goodhue, Technology Services Department Director, has advised that the equipment as listed is either past end of technical life, damaged, no longer supported technically, or in a condition that would cost the county more to repair than replace, and as such, he is proposing to recycle suitable items and dispose of the other items, as none are deemed to have a resale value to the county; and

WHEREAS, pursuant to Walla Walla County Resolution No. 20 231, a public hearing date of March 4, 2019 was set to consider declaring said County property as surplus and disposing of same; and

WHEREAS, the Board of County Commissioners, as the county legislative authority, held a properly advertised public hearing on December 7, 2020 for the purpose of hearing testimony in favor of or in opposition to disposing of the aforementioned property; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they deem it in the best interests of Walla Walla County to declare said property as surplus and direct the Technology Services Department Director to dispose of the items as proposed.

"Passed this 7th day of December, 2020 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Jill Munns, Assistant Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

"Attachment A"

Asset_Tag	Mfr	CI Sub Type	Serial Number	Company	
69-4556			A2030600B95A		
5052	HP	Monitor		Technology Services	
5053	HP	Monitor		Technology Services	
5069	HP	DockingStn	CNF004X2RH	Health	
5073	HP	Monitor	3CQ01302NB	Health	
5075	HP	DockingStn	jp19100afc	Health	
5093	HP	Monitor		Health	
5094	HP	Monitor	3CQ03502PZ	Health	
5097	HP	Monitor	3CQ125P610	Health	
5098	HP	Monitor	3CQ145BK5D	Health	
5355	Hewlett-Packard	Monitor	3CQ125P60C	Health	
5388	HP	Monitor	CNK91300S2	Jail	
5580	HP	Monitor	3CQ2310G0Y	Prosecuting Attorney	
5622	HP	Monitor	3CQ03305NX	Technology Services	
5623	HP	Monitor	3CQ03305NL	Health	
5630	HP	Monitor	3CQ03305NZ	Health	
5669	HP	Monitor	CN43340061	Court Services	
5710	HP	Monitor	CN43460JNL	Sheriff	
5736		Monitor	CN440504B3	Prosecuting Attorney	
5741	HP	Monitor	CN43420TX8	Health	
5744		Monitor	CN44050438	Prosecuting Attorney	
5925	hpo	Monitor	3CQ03300p25	Health	
5926	HP	Monitor	3CQ03300P2J	Health	
5931	hp	Monitor	6CM33309TG	Health	
5932	hp	Monitor	6CM33309THJ	Health	
5935	HP	Monitor		Superior Court	
64-2866	Dell Inc.	Monitor		Assessor	
64-3954	HP	UPS		Technology Services	
64-4292	HP	Monitor		Health	
5068	HP	Monitor	3CQ0114FRF	Health	
64-4053		Other	JMX1226L07U	Technology Services	
64-4299	HP	Monitor		Health	
64-4513		Monitor		Health	
6368	Epson	Scanner	SQWZ012025	Health	
64-4791	AOC	Monitor		Health	
64-4797	AOC	Monitor		Prosecuting Attorney	
5562	HP	PrinterPART	CN01L1R0KB		
64-4801	AOC	Monitor	ABGA)1002461	Health	

Asset Tag	Type	Manufacturer	Serial	Company	
4051	Switch			Technology Services	
5034	Server	HP	USE015N1RS	Technology Services	
5035	Server	HP	2M225101XX	Technology Services	
5039	Server	HP	2M225101XW	Technology Services	
5043	Workstation	Hewlett-Packard	MXL2431QH2	Prosecuting Attorney	
5045	Workstation	Hewlett-Packard	MXL247288X	Health	
5050	Laptop	Hewlett-Packard	5CB24409YS	Prosecuting Attorney	
5201	Workstation	Hewlett-Packard	MXL250152F	Health	
5336	Workstation	Hewlett-Packard	MXL3341FW2	Court Services	
5341	Server	HP	2M232907Q9	Technology Services	
5342	Server	HP		Technology Services	
5349	Switch		FCW1716L00K	Technology Services	
5436	Switch	CISCO	CHK0630V0GJ	Technology Services	
5438	Switch	CISCO	FAA0606L01G	Technology Services	
5632	Printer	Brother		Clerk	
5673	Workstation	Hewlett-Packard	MXL3471XYK	Health	
5677	Workstation	Hewlett-Packard	MXL345200S	Court Services	
5698	Workstation	Hewlett-Packard	MXL3512CD6	Health	
5766	Workstation	Hewlett-Packard	MXL3512CCX	Sheriff	
5772	Workstation	Hewlett-Packard	MXL3512CD1	Sheriff	
5775	Workstation	Hewlett-Packard	MXL3512CCT	Sheriff	
5790	Workstation	Hewlett-Packard	MXL4140CFF	Prosecuting Attorney	
5795	Workstation	Hewlett-Packard	MXL4140CFL	Prosecuting Attorney	
5798	Workstation	Hewlett-Packard	MXL4140CFP	Prosecuting Attorney	
6001	Workstation	Hewlett-Packard	MXL4321781	Commissioners	
6008	Workstation	Hewlett-Packard	MXL432178L	Prosecuting Attorney	
6019	Workstation	Hewlett-Packard	MXL432178G	Treasurer	
6020	Workstation	Hewlett-Packard	MXL432178J	Treasurer	

Asset Tag	Type	Manufacturer	Serial	Company	
6026	Workstation	Hewlett-Packard	2UA44911KT	Community Development	
6031	Laptop	Hewlett-Packard	5CG4481Z3Q	Commissioners	
6049	Server	HP	MXQ43205RS	Health	
6050	Server	HP	MXQ43205RR	Health	
6313	Workstation	Hewlett-Packard	MXL5071MG6	Clerk	
6317	Workstation	Hewlett-Packard	MXL5081JYM	District Court	
6329	Laptop	HP	5CG5481L7K	Technology Services	
6341	Workstation	HP	MXL61420Z3	Community Development	
6358	Workstation	Hewlett-Packard	2UA4492J1B	Superior Court	
64-2324	Router	Cisco	JMX0811L1QL	Technology Services	
64-2343	Workstation	Hewlett-Packard	2UB541073T	Prosecuting Attorney	
64-2500	Switch	Cisco	CAT0841R0Z5	Assessor	
64-3463	Printer	DELL	933024492	Emergency Management	
64-3644	Switch	Cisco	CAT0914Z27Y	Clerk	
64-3671	Switch	Cisco	CAT0841R0YA	District Court	
64-3680	Switch		CAT0841R0ZM	Health	
64-3939	Laptop	Hewlett-Packard	CND8252D4C	Technology Services	
64-3993	Printer	okidata		Auditor	
64-4053	Other		JMX1226L07U	Technology Services	
64-4057	Server	HP	USE902N0XF	Technology Services	
64-4059	Server	HP	USE902N0X9	Technology Services	
64-4262	Workstation	Hewlett-Packard	MXL0110XF8	Treasurer	
64-4303	Printer	HP	CNF9B41N2C	Health	
64-4303	Printer	HP		Health	
64-4425	Printer	hp		Health	
64-4545	Laptop	Hewlett-Packard	CND0451LT0	Personnel	
64-4547	Server	HP	USE015N1RT	Technology Services	
64-4549	Server	HP	USE018NBMK	Health	
64-4552	Workstation			Auditor	
64-4564	Workstation	Hewlett-Packard	MXL1300FSG	Health	
64-4585	Server			Technology Services	
64-4945	Server			Technology Services	
64-4982	Workstation	Hewlett-Packard	MXL2111R4B	Treasurer	

Asset Tag	Type	Manufacturer	Serial	Company	
64-4985	Workstation	Hewlett-Packard	MXL2241HP4	Health	
64-4989	Laptop	HP	5CD2365583	Maintenance	
6551	Workstation	HP	MXL6181BHB	Prosecuting Attorney	
6553	Workstation	HP	MXL6181BH8	Prosecuting Attorney	
6555	Workstation	HP	MXL6181BH9	Prosecuting Attorney	
69-4248	Printer	Brother	B5J424970	Clerk	
69-4254	Printer	Brother		Clerk	

COUNTY COMMISSIONERS (Continued)

h) Consent Agenda Items:

- 1) Resolution _____ - Minutes of County Commissioners' proceedings for November 30 and December 1, 2020
- 2) Resolution _____ - Appointments to the Walla Walla Fair and Frontier Days Board of Directors
- 3) Resolution _____ - Executing Employment Agreement with Daniel F. Kaminsky
- 4) Resolution _____ - Approving local burn permitting authority cooperative agreement
- 5) Resolution _____ - Setting a date of public hearing to consider amendments to the 2020 Walla Walla County Budget
- 6) Resolution _____ - Salary adjustments for certain Walla Walla County represented and non-represented personnel for year 2021
- 7) Payroll action and other forms requiring Board approval

i) Action Agenda Items:

- 1) Proposal 2020 12-07 COM
Approval of 2021 County holidays
 - 2) Resolution _____ - Appointment of an acting Public Health Officer for Walla Walla County
 - 3) County vouchers/warrants/electronic payments as follows: 4050863 through 4050873 totaling \$85,386.00 (payroll draws dated November 13, 2020); 4051028 through 4051063, totaling \$1,016,792.28 (November payroll); 4224808 through 4224836 totaling \$1,121,607.31 (benefits and deductions)
- 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
APPOINTMENTS TO THE WALLA
WALLA FAIR AND FRONTIER DAYS
BOARD OF DIRECTORS

RESOLUTION NO. **20**

WHEREAS, in accordance with Board bylaws, the Walla Walla Fair and Frontier Days Board of Directors submitted a list of nominees to the Board of Walla Walla County Commissioners for consideration to fill said vacancy; and

WHEREAS, the Board of County Commissioners conducted interviews of said potential fair board members during an open, public meeting of the Board on November 23, 2020; and

WHEREAS, the Board of County Commissioners would like to have continuity of experience on the Walla Walla Fair and Frontier Days Board of Directors

WHEREAS, it is the desire of the Walla Walla Fair and Frontier Days Board of Directors and the Board of County Commissioners, to ensure continuity and experience in the membership of the fair board, to utilize an option of an ex-officio, non-voting position on the fair board; and

WHEREAS, subsequent to discussion on the matter during an open, public meeting of the Board of County Commissioners on November 30, 2020, a motion was approved to appoint William "Bill" Jordan to the fair board and to appoint Todd Stubblefield as an ex-officio member of the fair board; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby formally appoint William "Bill" Jordan to an initial three year term on the Walla Walla Fair and Frontier Days Board of Directors, said term of appointment to be effective the second Monday in October 2020, and to expire the second Monday in October, 2023.

BE IT FURTHER RESOLVED that Todd Stubblefield is formally appointed to serve as ex-officio, non-voting member on the Walla Walla Fair and Frontier Days Board, with said term of appointment to be effective the second Monday in October, 2020, and shall expire on the second Monday in October, 2021.

BE IT FURTHER RESOLVED that the Board of County Commissioners shall appoint Todd Stubblefield to fill one of the upcoming vacancies on the Walla Walla Fair and Frontier Days Board, to be effective the second Monday in October, 2021.

Passed this 7th day of December, 2020 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Jill Munns, Assistant Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING
AN EMPLOYMENT AGREEMENT
WITH DANIEL F. KAMINSKY, MD

}

RESOLUTION NO. **20**

WHEREAS, Walla Walla County undertook a search process to fill the position of Public Health Officer due to the retirement of the current Public Health Officer; and

WHEREAS, Walla Walla County offered an Employment Agreement to Daniel F. Kaminsky, MD relative to filling the position and Dr. Kaminsky has executed same; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall approve and sign said Employment Agreement between Walla Walla County and Daniel F. Kaminsky, MD.

*Passed this 7th day of **December, 2020** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Jill Munns, Assistant Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

**EMPLOYMENT AGREEMENT BETWEEN
WALLA WALLA COUNTY AND DANIEL F. KAMINSKY**

THIS EMPLOYMENT AGREEMENT is made between WALLA WALLA COUNTY, a Washington Municipal Corporation ("the County") and Daniel F. Kaminsky, ("the EMPLOYEE").

RECITALS

- A. The relationship between the Board of County Commissioners (BOCC) and its Department Heads or Division Managers requires the utmost confidence and trust to lawfully carry out and implement county policies and practices.
- B. The County has determined that the County should employ Department Heads and Senior Management Employees pursuant to the terms of written employment agreements or contracts.
- C. The County desires to employ Daniel F. Kaminsky as the Public Health Officer for Walla Walla County, and in such other capacities as the County and the Employee may agree to serve.
- D. The County and the Employee desire to establish and delineate the terms and conditions of employment and, to that end, the County and the Employee desire to enter into this agreement.

NOW THEREFORE the County and the Employee agree as follows:

Section 1. **EMPLOYMENT**

The County hereby employs the Employee as the Public Health Officer to perform such duties as are currently prescribed or may be prescribed by the BOCC in its sole discretion consistent with the laws of the State of Washington. A general description of those duties is attached as Exhibit A.

Section 2. **TERM**

This agreement shall commence December 12, 2020 and shall continue until terminated as provided herein.

Section 3. **DUTIES OF EMPLOYEE**

Employee will:

- A. Devote the time, skill, labor and attention to employment during the term of this employment as may be necessary to accomplish the work. This position is based on twenty-four (24) hours per week and Employee is granted flexibility to determine the hours of work but must be able to respond in a timely manner for the responsibilities and needs attached to the position.
- B. Not engage in any employment that will interfere with his employment with the County.
- C. Faithfully adhere to the Code of Ethics for Municipal Officers in Chapter 42.23 RCW, as amended.

- D. Disclose prior to entering into this agreement, or at such time as the Employee becomes aware of such circumstance, any known contracts or financial arrangements that the Employee would reasonably expect would be affected by actions of the County.
- E. Not disclose, during employment or subsequent to employment with the County, to any person, firm, or corporation any non-public information concerning the business or affairs of the County which he/she may have acquired in the course of, or as an incidental to, his employment, and which may lead, or could reasonably lead to the financial detriment or reasonable expectation of financial detriment to the County. The prohibitions of this section shall not apply to any information that is required by law to be divulged.
- F. Shall leave in place or to return immediately upon termination of employment with the County all property of the County, including but not limited to keys, phones, pagers, automobiles, computer hardware and software, original drawings, plans, specifications, manuals, procedures, and any and all other documents of any kind which were provided to or generated by him in the course of, or in connection with, his employment by the County.
- G. The BOCC may modify the Employee's duties only by mutual agreement with the Employee, or with thirty (30) days' notice, in order to accommodate the needs of the BOCC in the management of its departments.

Section 4. **COMPENSATION**

- A. The County will pay the Employee as compensation for services a monthly salary of \$7800.00 (based on the hourly wage of \$75.00) and a \$500.00 per month on-call stipend and maintain such increases to salary as provided below. Additional hours above twenty-four (24) hours per week shall be paid at \$75.00 per hour. Employee will report any additional hours once per week. At no time will Employee work more than 40 hours each week, unless approved in writing by the BOCC.
- B. Every six (6) months the salary shall be increased by 2.5% until the hourly wage reaches \$100.00 per hour at which time the salary will be reviewed by the County and employee.
- C. At any time, the County may increase said salary based on merit at the sole discretion of the BOCC.
- D. If the County significantly alters duties and responsibilities of the Employee, then the County shall systematically compare the position to others within the County or other similar positions in comparable counties. Thereafter, the County may increase or freeze the salary of the Employee according to the results of the comparison.
- E. As the Employee is engaged in a professional and executive capacity and is compensated on a predetermined salary basis, the position is exempt from the maximum hours provisions of the Fair Labor Standards Act.

Section 5. **REIMBURSEMENT OF EXPENSES**

Reimbursement will be made for out-of-pocket expenses incurred while on county related business and that is consistent with county policies.

- A. The County, with prior approval by the BOCC, may pay reasonable expenses for professional dues, subscriptions, and continuing education courses consistent and necessary for the Employee's professional development and for the benefit of the County.

Section 6. **BENEFITS**

- A. The County will provide benefits that include Public Employees' Retirement System and Social Security. No vacation leave, sick leave or compensatory time can be accrued by the Employee in this Agreement. The Employee understands that the County may, in its sole discretion, add, alter, amend, modify, or terminate such benefits at any time without any notice, as allowed by law.
- B. Executive Leave
 - a. Executive leave is governed by this agreement.
 - b. Beginning January 1st of 2021 and each succeeding calendar year Ninety-six (96) hours of executive leave will be granted. Executive leave shall not accrue from year to year nor is there any buy-out or pay-out for any unused leave at the end of a calendar year or at termination of this agreement. There shall be no restriction on the number of hours of executive leave that can be requested at any one time, nor is there a time limit for use within a calendar year.
 - c. Requests for executive leave shall be processed the same as for vacation leave requests as detailed in the Walla Walla County Personnel Policies and Operations Manual.

Section 7. **TERMINATION**

This agreement is for an indefinite period that is, without a designated date as to when the appointment will end (RCW 70.05.050). The agreement can be ended or modified for any reason that does not unlawfully discriminate or violate public policy, including but not limited to: lack of work, lack of funds, reorganization, or unsatisfactory performance, as determined in the sole discretion of the BOCC. The Employee serves at the will and the pleasure of the BOCC. There is no probationary period, nor attainment of permanent employee status.

Termination is to occur as provided below.

- A. With Thirty Days' Notice. This agreement may be terminated with thirty days' written notice:
 - 1. By the BOCC for any reason, with a notice and an opportunity for a hearing provided under RCW 70.05.050; or
 - 2. By the Employee by voluntary resignation; provided, however, that the County may, at its option, discharge the Employee immediately and the County pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- B. Less than Thirty Days' Notice. This agreement may be terminated with less than 30 days' notice, with a notice and an opportunity for hearing provided under RCW 70.05.050, for misconduct.
 - 1. For purposes of this agreement "misconduct" includes dishonesty, fraud, conviction of a felony or of a crime involving moral turpitude, destruction or theft of County property, physical attack resulting in injury to a fellow employee, any uses of narcotics or alcohol while at the workplace, willful malfeasance, misfeasance, or gross negligence in the performance of the Employee's duties. Such dismissal must be based on facts that are supported by substantial evidence reasonably believed by the County to be true, and not be for any arbitrary, capricious or illegal reason.

Section 8. **COMPENSATION AFTER TERMINATION -- SEVERANCE PAY**

- A. In the event the Employee is terminated by the County for misconduct as provided in Section 7(B), the Employee shall receive no severance pay, however, the Employee shall be entitled to receive earned pay as provided for upon termination in the Walla Walla County Personnel Policies and Operations Manual, or as such Resolution hereby exists or may be amended.
- B. In the event this agreement is terminated by the Employee without the full notice required by Section 7, then the Employee shall receive all earned pay.
- C. In the event this agreement is terminated by the Employee with full notice required in Section 7, the Employee shall receive all earned pay, as provided by Policy No. 30.05.0, paragraph E, of the Walla Walla County Personnel Policies Operation Manual, and severance pay equal to one (1) month's salary, so long as employee executes a separation and release agreement with the County.
- D. In the event this agreement is terminated by the BOCC for any other reason, the Employee shall be entitled to receive, within fourteen (14) days of the Employee's last scheduled work day, all earned pay as provided by the Walla Walla County Personnel Policies and Operations Manual, or such Resolution that exists, and severance pay equal to one (1) month's salary, so long as employee executes a separation and release agreement with the County.

Section 9. **APPLICABLE LAWS**

The Walla Walla County Personnel Policies and Operations Manual, or such Resolution that exists, including subsequent amendments, shall apply to the Employee, except however those specifically identified in this agreement that shall not apply. The Employee agrees to abide by all applicable local, state, and federal laws. This agreement shall be governed by the laws of the State of Washington and venue of any action concerning this agreement shall be in Walla Walla County, Washington.

Section 10. **MEDIATION**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement and the employment of the Employee through a good faith attempt at mediation. The mediator's fee and any administrative expenses imposed by the mediator will be divided between the parties, unless otherwise agreed after a mediated settlement. Each party will pay its own attorneys' fees and costs.

Section 11. **ARBITRATION**

- A. Any controversy or claim arising out of or relating to this agreement and the employment of the Employee that is not resolved through mediation shall be resolved by final and binding arbitration. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in Walla Walla County before a single arbitrator selected by the agreement of the parties. If the parties cannot agree upon an arbitrator within thirty (30) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of Walla Walla County in accordance with the procedures set out in RCW 7.04.050.
- B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

- C. The parties agree that, in the absence of fraud by one of the parties or the arbitrator, the arbitrator's decision shall be binding, final and not appealable to any court of law.
- D. Each party shall pay its own costs of arbitration including attorneys' fees. The parties shall share the arbitrator's fee and any administrative expenses imposed by the arbitrator equally.
- E. This agreement to arbitrate applies not only to claims arising out of an alleged breach of this agreement, but to *all* claims, disputes or controversies arising out of or relating to the Employee's employment and/or cessation of employment with the County. All such claims, disputes or controversies shall be resolved exclusively by final and binding arbitration as provided in this agreement. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the Civil Rights Act of 1991, the Americans with Disabilities Act, the Washington Law Against Discrimination, the law of contract, and the law of tort.

Section 12. **INDEMNIFICATION**

The County shall protect, defend and indemnify the Employee and his marital community (if applicable) from personal liability for acts or omissions committed by the Employee while within the scope of official County duties. Defense will be provided by the Walla Walla County Prosecuting Attorney or other persons lawfully designated thereby. The County shall pay the necessary expenses of defending the action or proceeding by the Prosecuting Attorney, or any deputy thereof, and any final monetary judgment against said Employee or the marital community shall be paid by the County.

Except as specifically directed by the Prosecuting Attorney, the Employee may not engage in any of the following acts with respect to actions or proceeding for damages defended pursuant to this agreement.

- A. Negotiate or otherwise affect the settlement of such an action or proceeding for damages against the County;
- B. Make an admission of liability involving such an action or proceeding for damages against the County;
- C. Discuss with persons who are not County employees incidents which could reasonably lead to actions or proceedings for damages against the County, or its officers or employees.
- D. Engage or retain legal counsel at County expense.

This indemnification provision shall survive termination of this agreement. The Employee agrees to cooperate and participate as may be necessary to carry out the defense of any action, and if not a current employee, shall be compensated for all such activities at an hourly rate equal to the Employee's salary, adjusted to an hourly rate.

Section 13. **AMENDMENT**

The terms of this agreement may not be altered, amended, or otherwise modified except by the express written agreement of the parties.

Section 14. **SEVERABILITY**

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 15. **WAIVER**

The waiver or the failure to take action with respect to breach of any term, covenant or condition shall not affect the Employee's duties hereunder or waive any rights concerning any subsequent breach. All remedies afforded in this agreement shall be taken as cumulative, that is, in addition to every other remedy provided therein or by law.

Section 16. **ENTIRE AGREEMENT**

This employment agreement constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior written agreements and all prior or contemporaneous oral agreements or understandings between the parties. **This employment agreement does not constitute an offer for employment until which point the Board of County Commissioners signs and approves the document.**

EXECUTED ON THIS _____ day of December 2020, in Walla Walla, Washington.

Daniel F. Kaminsky, Employee

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

ATTEST: Clerk of the Board

Gregory A. Tompkins, Chair

BY: _____
Diane L. Harris, Clerk of the Board

James K. Johnson, Member

Todd L. Kimball, Member

Approved as to form:

Chief Civil Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
LOCAL BURN PERMITTING
AUTHORITY COOPERATIVE
AGREEMENT

}

RESOLUTION NO. **20**

WHEREAS, Walla Walla County wishes to maintain local authority for the issuance of burn permits; and

WHEREAS, pursuant to an interlocal agreement, management of said program was transferred to the Walla Walla County Conservation District via a Local Burn Permitting Authority Cooperative Agreement, with the most recent agreement to terminate December 31, 2020; and

WHEREAS, the Walla Walla County Conservation District has submitted a Local Burn Permitting Authority Cooperative Agreement for consideration for years 2021-2022; and

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

BE IT HEREBY RESOLVED that said Local Burn Permitting Authority Cooperative Agreement between Walla Walla County, Washington and Walla Walla County Conservation District shall be approved, and that the Board of County Commissioners shall sign same.

BE IT FURTHER RESOLVED that said Agreement shall be effective as of January 1, 2021 and terminate on December 31, 2022.

Passed this 7th day of December, 2020 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Jill Munns, Assistant Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

LOCAL BURN PERMITTING AUTHORITY COOPERATIVE AGREEMENT
between
WALLA WALLA COUNTY, WASHINGTON
and
WALLA WALLA COUNTY CONSERVATION DISTRICT
Continuation for biennium 2021 to 2022

WHEREAS, Walla Walla County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County," desires to carry out the requirements of the local burn permitting authority as officially delegated by the Washington Department of Ecology (ECOLOGY); and

WHEREAS, Walla Walla County wishes to retain local control and administration of the burn permitting authority program; and

WHEREAS, Walla Walla County Conservation District, a political subdivision of the State of Washington, hereinafter referred to as "WWCCD," has indicated willingness to assume these responsibilities and concurs with County's desires and wishes.

The parties NOW, THEREFORE, resolve as follows:

THE COUNTY AGREES:

1. To actively seek to retain the designation from the ECOLOGY as the Local Burn Permit Authority for the agricultural producers within the political boundaries of Walla Walla County.
2. Through the Board of Commissioners, to provide general oversight for the Local Burn Permitting Program.
3. Upon execution of this agreement to subcontract out to WWCCD the day-to-day administration of the permitting program, the review and issuance or denial of permits, the record keeping and documentation requirements of the program; and the training, supervision, office space, materials, and payments of any employee needed to administer the permitting program for agricultural producers within the boundaries of Walla Walla County.

4. To pay WWCCD \$1.00 per permitted acre, \$12.50 for each spot burn permit, 50% of the permitting authority fee for pile burns, as well as 50% of any nonrefundable fees. This payment shall be made twice a year by July 15th and January 15th.

WWCCD AGREES:

1. To provide day-to-day administration of the agricultural burn permit program, provide status reports to ECOLOGY, make permit applications available to agricultural producers within the political boundaries of Walla Walla County, accept completed agricultural burn permit applications and review such applications, issue or deny burn permits based on a thorough review of the applications and process requests made under the Freedom of Information Act and the Washington Public Disclosure Law.
2. To be responsible for the processing of permit fees. The fees will be collected at the WWCCD office with the permit application and then be delivered to the County monthly. This data will be placed into a spreadsheet and/or database. This data, appropriate receipts and other documentation may be provided upon request to the County Treasurer. Information regarding acreage refunds will be provided to the County so that the County will be able to process acreage refunds.
3. To perform any other requirements as directed by State law and/or ECOLOGY in administering the agricultural burn permit program.
4. To supply copies of reports required by ECOLOGY to the County for their information.

Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be

caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

BE IT FURTHER RESOLVED that this agreement shall become effective upon execution by both parties.

This agreement will remain in effect until December 31, 2022. It may be renewed for an additional period of time by mutual agreement of the parties.

This agreement may be amended in writing at any time by mutual consent of both parties.

This agreement may be terminated with 60 days written notice between the parties.

If any part of this agreement is deemed by any court of competent jurisdiction to be contrary to law, such provisions shall be null and void and deemed separate from the remaining provision(s) to assure continuous operation of the local Burn Permit Program.

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

By: _____
Gregory A. Tompkins, Chairman

Date: _____

James K. Johnson, Commissioner

Date: _____

Todd L. Kimball, Commissioner

Date: _____

WALLA WALLA COUNTY CONSERVATION DISTRICT

By: _____
Jeff Schulke, WWCCD Board Chairman

Date: _____

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SALARY
ADJUSTMENTS FOR CERTAIN WALLA
WALLA COUNTY REPRESENTED AND
NON-REPRESENTED PERSONNEL
FOR YEAR 2021

RESOLUTION NO.

WHEREAS, the Board of County Commissioners establish salary adjustments for non-represented County personnel; and

WHEREAS, various collective bargaining units agreements establish salary adjustments for represented employees; and

WHEREAS, the salary adjustments for the upcoming year are based upon a scheduled increase equal to 80% (eighty percent) of the Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue for June of the current year, in this case 2020; and

WHEREAS, the CPI-U measure for June, 2020 is .9%, and 80% of that figure is .72%; and

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that, as outlined on the attached Exhibit A, which is by this reference made a part hereof, 2021 salaries for represented and non-represented employees be set forth effective as of January 1, 2021.

Passed this 7th day of December, 2020 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Jill Munns, Assistant Clerk of the Board

Gregory A. Tompkins, Chairman, District 3

James K. Johnson, Commissioner, District 1

Todd L. Kimball, Commissioner, District 2

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

EXHIBIT A

January 1, 2021

All salary increases based upon employee's respective 2020 salary schedule in effect as of December 31, 2020.

2021 SALARIES FOR WALLA WALLA COUNTY EMPLOYEES WHO ARE REPRESENTED BY A COLLECTIVE BARGAINING UNIT (effective January 1, 2021)

- Under the Current Expense Courthouse agreement, the schedule for 2021 wages shall reflect an increase equal of 3%, pursuant to Article XIV of the Agreement 2019-2021 and the governing resolution.
- For employees covered by the Road Crew Local 1191, (the "Public Works Contract"), the schedule for 2021 wages shall reflect an increase equal of 3%, pursuant to Article XVII of the Agreement 2019-2021 and the governing resolution.
- For members of the Corrections and Professionals Association, the schedule for wages shall reflect an increase equal to 2.5%, pursuant to Article XVII of the Agreement 2019-2021 and the governing resolution.
- For members of the Commissioned Deputy's Association, the schedule for 2021 wages shall reflect an increase equal of 2.5%, pursuant to Article XIV of the Agreement 2020-2022.
- For members of the Sheriff's Office Administrative Support Employees, the schedule for 2021 wages shall reflect an increase of 1.5%, pursuant to Article XXII of the Agreement 2019-2021.

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2021 SALARIES FOR CERTAIN APPOINTED WALLA WALLA COUNTY EMPLOYEES WHO ARE NOT REPRESENTED BY A COLLECTIVE BARGAINING AGREEMENT (effective January 1, 2021)

(Pursuant to previous discussions and a consensus, a determination was reached to establish the compensation level for non-represented employees to be consistent with provisions of the 2019 through 2021 Labor Agreement between Walla Walla County Board of Commissioners and the Washington State Council of County and City Employees, Local 1191-WC of the American Federation of State, County, and Municipal Employees, AFL-CIO, Current Expense Courthouse Employees.)

Effective January 1, 2021 the compensation schedule for the following non-represented and/or named appointed positions shall be increased by three percent (3%), consistent with the Current Expense Courthouse agreement now in place, and based on an employee's respective salary in effect as of December 31, 2020:

- All non-represented employees (All those not covered by a collective bargaining agreement).
- Administrative, exempt (unclassified under Civil Service) employees appointed by the county sheriff, pursuant to and authorized by RCW 41.14.070
- The chief deputy prosecuting attorney
- Certain employees who have entered into separate Employment Agreements with Walla Walla County (Robert Henry, Tony Garcia, Lauren Prentice, Norrie Gregoire, Elizabeth "Liz" Jessee, Heather Lee, Chad Goodhue and Shelly Peters)

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Effective January 1, 2021 the compensation schedule for the following non-represented and/or named appointed positions shall be set as follows, consistent with the referenced classification and compensation study and as determined by the Board:

- Chief deputies appointed by county elected officials (deputies appointed by the County Assessor, County Auditor, County Clerk, Board of County Commissioners, County Coroner, and County Treasurer, pursuant to RCW 36.16.070) shall be compensated at an amount equal to eighty percent (80%) of the salary set for those respective elected officials.

-end-

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

- a) Department update and miscellaneous

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



To: Board of County Commissioners

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

Date: 2 December 2020

Re: Director's Report for the Week of 30 November 2020

Board Action: 7 December 2020

Update Only

ENGINEERING:

- Wallula Ave./Gose Street Roundabout: Working on project design.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Working on right of way acquisition.
- Dell Sharpe Bridge: Consultant to begin survey.
- Corps of Engineers' Public Law (PL)-8499 Mill Creek Rehabilitation project: The Corps has awarded the project to TDX Power Services and work should begin next week. We have sent project notifications to adjacent property owners.

MAINTENANCE/FLEET MANAGEMENT:

- Ready for snow and ice events.
- Crews working on routine maintenance.
- All 2020 vehicle/equipment orders have been delivered except the final Sheriff Patrol vehicle which is expected this month.

ADMINISTRATION:

- Interviews scheduled the first part of January of 2021 for our Maintenance Tech I and Mechanic I/II open positions. We have no interviews scheduled at this time for our Signs and Vegetation Worker open position.
- Finalizing our 2021 Business Plan.
- Completing Performance Evaluations department wide.
- Working on our end-of-year County Road Administration Board (CRAB) reporting – Due 31 December.
- Working on 2021 Initial Counseling documents.
- Continue to follow our Phase 2 COVID-19 Standard Operating Procedures (SOP) to help us maintain a safe work environment as we navigate these uncertain times.

10:30

COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice

- a) Department update and miscellaneous



Walla Walla County Community Development Department

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

To: Board of County Commissioners
From: Lauren A. Prentice, Director
Agenda Date: December 7, 2020
RE: Department Update

Building Permit Applications

Approximately 35 building permit applications are currently open: this includes those actively under review as well as those on hold pending re-submittals by the applicant, and those under second review. A list of building and fire permits approved in November is attached.

Land Use Decisions Issued

SUB20-005/CAP20-015: Rogers, Myron and Wanda. Preliminary short plat and critical areas permit for 2-lot short subdivision on Kerley Drive: Approved w/conditions 11/13/2020.

CAP20-025: Merry, John and Vicky. Critical areas permit for new residence at 8810 Frog Hollow Road: Approved w/conditions 11/13/2020 (building permit B20-0447 has been reviewed and approved by CDD staff but is awaiting Environmental Health approval).

ADU20-015: Amsing, Jonathan and Valarie. Accessory dwelling unit permit for new detached ADU at 1354 W. Whitman Drive: Approved 11/25/2020. Building permit (B20-0519) approved on 12/3/2020. Once we received final fee payment, permit will be issued

ADU20-017: Gonzalez, Linda. Accessory dwelling unit permit for new detached ADU at 2302 Dell Avenue: Approved 11/25/2020.

BLA20-007: Leathers, Creston and Susan. Boundary line adjustment on Biscuit Ridge Road. Approved w/conditions 11/25/2020. Awaiting mylars for review and signature.

SEPA20-010: Pocketinet Communications Inc. SEPA review for new wireless communications facility (WCF) on Blacksnake Ridge Road; a 120-foot tall tower will be constructed. Final DNS issued 11/25/2020 with comment period ending 12/9/2020. Building permit (B20-0440) expected to be approved for issuance after end of SEPA comment period.

SEPA20-006: The Vines at Doubleback. SEPA review for proposed 20-lot cluster subdivision on Power Line Road. Final DNS issued 11/27/2020. Preliminary plat application scheduled for public hearing with the Hearing Examiner on Monday, December 14.

Miscellaneous Updates and Meetings

- 405 TRAKiT Reviews completed in November.
- 235 Inspections scheduled in November at 162 sites.
- 9 Applications for Code Compliance Officer received; in the process of scheduling Webex interviews.
- Attended the Washington State Association of County and Regional Planning Directors (WSACRPD) Affiliate Meeting at the County Leader's Conference on November 17.
- Senior Planner Jennifer Ballard attended the Port's Economic Development Informational Meeting on November 24.

- We have not had preapplication meetings for the past few weeks (due to lack of requests). Next meeting will be Wednesday, December 9, when we will meet with proponents of a Mushroom Cultivation project (PRE20-059).
- Building Inspector Ron Bull and Building Official/Fire Marshal Robert Grandstaff completed Fire Inspector Boot Camp training from the Washington State Association of Fire Marshals in November.
- In November we made changes to our TRAKiT system which added Chronology Action Types and statuses to help us better manage workflow and provide more clarity for public users.
- Senior Planner Jennifer Ballard attending Certified Erosion & Sediment Control Lead (CESCL) training on December 3-4. In the past our building inspectors and/or Building Official have completed this training since they are our primary field officers, however, Jenn has background in CESCL from her work in Maryland and Florida.
- Building Inspector Alex Edison resigned to take position with the City of College Place; his last workday was 12/1. We will utilize Northwest Code Professionals, our on-call building inspection and plan review contractor, if needed. At the moment, the daily building inspection schedule can typically be handled by one building inspector and we don't anticipate this vacancy to impact customers. Rob Grandstaff, our Building Official, can also perform inspections if needed.
- At the Planning Commission meeting on December 2, 2020, the PC held a workshop for the Basel Cellars LLC. Type 3 Winery amendment proposal (ZCA20-001).
- A Special Planning Commission meeting will be held on December 14, 2020 for two public hearings: sign code amendments (ZCA20-002) and Basel Cellars application (ZCA20-001). The sign code public hearing will be the final PC public hearing. The Basel Cellars application public hearing is a Preliminary Docket hearing; the Planning Commission will make a recommendation to the Board on whether this application should move on to the Final Docket.

Public Notices Published (with open comment periods)

- 11/20/2020 Notice of Application for VAR20-009 – Rear Yard Adjustment for accessory building (garage) at 403 Wallula Avenue. Comments due December 4.
- 12/2/2020 *Notice of Public Hearing* for SUB20-003 – The Vines Cluster Subdivision; Hearing Examiner public hearing at 2:00 PM on Monday, December 14.
- 12/2/2020 *Notice of Informational Public Meeting and Public Hearing* for ZCA20-002 – Proposed sign code amendments. Informational Public Meeting at 4:00 on Monday, December 14 (Webex) followed by Planning Commission Public Hearing at 5:30 PM on Monday, December 14.
- 12/2/2020 *Notice of Public Hearing* (Preliminary Docket) for ZCA20-001 – Basel Cellars LLC. Winery Type 3 Amendment Application. Planning Commission Public Hearing at 5:30 PM on Monday, December 14.
- 12/7/2020 *Notice of Application/ODNS* for SUB20-007/CAP20-021/SEPA20-020 – Curcio Farms, LLC. 2-lot cluster short plat between Touchet North Road and Conrad Road in the PA-40 district. Comments due on 12/21/2020.
- 12/7/2020 *Notice of Application/ODNS* for SUB20-010 – Preliminary Plat for Whisper Rock, Charles and Catherine Konen. Preliminary plat application; the proposed long plat is a 5-lot cluster subdivision west of Beet Road and south of Frog Hollow Road in the AR-10 district. Comments due on 12/21/2020.

Walla Walla County Community Development Department
Building and Fire Permits Issued - November 2020

Permit #	Status	Permit Type	Address	Description	Applicant	Date Applied	Date Approved	Date Issued
B20-0494	FINALED	SPECIAL EVENT	1050 MERLOT DR	11/5-11/9/20 Special Event Tent 1350 sqf	KINHAVEN WINERY	11/03/2020	11/03/2020	11/04/2020
B20-0521	ISSUED	ADDITION REMODEL	1056 BRICKNER RD	640 sf Addition to Garage on Existing house	DAWSON, BENJAMIN J & CELINA J	11/18/2020	11/25/2020	12/02/2020
B20-0510	ISSUED	E PLUMBING MECHANICAL	10973 MILL CREEK RD	Install 2 ductless mini splits	COLLEGE PLACE HTG & A/C INC	11/11/2020	11/12/2020	11/12/2020
FRB20-0469	ISSUED	RESIDENTIAL BURN	1148 BARNEY RD	RESIDENTIAL BURN PERMIT	MENDOZA, MANUEL	11/10/2020	11/10/2020	11/10/2020
FRB20-0483	ISSUED	RESIDENTIAL BURN	1162 MAGNOLIA DR	Residential burn permit	OJCIUS MATTHEW B & NICHOLE L	11/30/2020	11/30/2020	11/30/2020
FRB20-0474	ISSUED	RESIDENTIAL BURN	1220 S CAMPBELL RD	RESIDENTIAL BURN PERMIT	PONTI, KARLENE & BETTY J	11/18/2020	11/18/2020	11/18/2020
B20-0509	ISSUED	E PLUMBING MECHANICAL	1222 OLD MILTON HWY	Gas piping for new meter set to garage for heater	AMERICAN AIR HEATING/CLNG LLC	11/11/2020	11/12/2020	11/12/2020
B20-0478	ISSUED	POLE BUILDING	1266 IVARSON RD	3200 sf Enclosed Pole Bldg	QUALITY STRUCTURES ONE, INC	10/21/2020	11/04/2020	11/04/2020
B20-0530	ISSUED	E PLUMBING MECHANICAL	1310 HAVSTAD DR	Replace gas furnace & air conditioner	COLLEGE PLACE HTG & A/C INC	11/23/2020	11/23/2020	11/23/2020
FRB20-0481	ISSUED	RESIDENTIAL BURN	132 SWEGLE RD	Residential Burn Permit	KEMPH, QUENTIN F	11/25/2020	11/25/2020	11/25/2020
FRB20-0470	FEES PAID ONLINE	RESIDENTIAL BURN	1336 W SUNSET DR	RESIDENTIAL BURN	ROMM, JESSE	11/12/2020	11/12/2020	
B20-0529	ISSUED	E PLUMBING MECHANICAL	1375 TAUMARSON RD	Replace gas furnace and air conditioner.	GRASSI REFRIGERATION	11/20/2020	11/23/2020	11/23/2020
B20-0512	ISSUED	E PLUMBING MECHANICAL	1404 STETTLER PL	Installation of a gas furnace and air conditioner	TOTAL COMFORT SOLUTIONS LLC	11/12/2020	11/12/2020	11/12/2020
FRB20-0468	ISSUED	RESIDENTIAL BURN	1410 BEET RD	Residential burn permit	BROWN, ERIC T & SHERRI A	11/09/2020	11/09/2020	11/09/2020
B20-0515	ISSUED	E PLUMBING MECHANICAL	1412 OLD MILTON HWY	Install Carrier ductless 2 ton mini split in guest house.	GRASSI REFRIGERATION	11/13/2020	11/13/2020	11/13/2020
B20-0526	FINALED	E REROOF	1417 AVALON ST	House - New roof -12 sqs - w /tear off	VW QUALITY ROOFING LLC	11/19/2020	11/19/2020	11/20/2020
B20-0492	ISSUED	SPECIAL EVENT	145 E CURTIS AVE	800 sqf Special event Tent 11/5-11/09/20	SANDY'S U-RENT	11/02/2020	11/03/2020	11/03/2020
B19-0225	APPROVED	CHANGE IN USE	1480 F ST	Bontzu Cellars - Change in Occupancy	BONTZU CELLARS, LLC	06/07/2019	11/02/2020	
B20-0460	APPROVED	1 FAM RESIDENCE	167 ERDMAN LN	2,258 sf 2 Stry Res, 287 sf Cov Porch/Patio, 458 sf Ga	SIMPLICITY HOMES, LLC	10/09/2020	11/10/2020	
B20-0500	APPROVED	1 FAM RESIDENCE	1759 GREENBRIAR DR	2089 sf Res, 480 sf Bonus, 462 sf Cov Porch, 870 sf Gar	STONECREEK CUSTOM HOMES LLC	11/02/2020	11/25/2020	
FRB20-0472	FEES PAID ONLINE	RESIDENTIAL BURN	1788 OLD MILTON HWY	Residential Burn Permit	NOBUHARA, ROBERT	11/16/2020	11/16/2020	
B20-0501	ISSUED	ADDITION REMODEL	193 LOCATI LN	Insulate existing pole bldg (2160 sf)	PRENDIVILLE, SHAWN P & MALINDA	11/03/2020	11/16/2020	11/16/2020
B20-0243	APPROVED	ADDITION REMODEL	1954 CARL ST	923sf Addition to Residence, 480 sf Addition to Garage	H&R GENERAL CONTRACTOR LLC	06/22/2020	11/30/2020	
B20-0520	ISSUED	REROOF	1981 LAST CHANCE RD	Reroof Barn 18 sqs/ w tear off	RESER, YANCEY	11/18/2020	11/18/2020	11/24/2020
FRB20-0455	ISSUED	RESIDENTIAL BURN	2160 DEPPING RD	Residential Burn Permit	EAGON, CHRISTOPHER R & KATIE	10/30/2020	11/12/2020	11/12/2020
FRB20-0467	ISSUED	RESIDENTIAL BURN	2176 STONECIPHER RD	RESIDENTIAL BURN PERMIT	STONECIPHER, EDGAR & MARGARET	11/09/2020	11/09/2020	11/09/2020
FRB20-0485	ISSUED	RESIDENTIAL BURN	218 S CAMPBELL RD	Burn Permit	TOHIVSKY, MIKE	11/30/2020	11/30/2020	11/30/2020
FW20-0016	ISSUED	FIREWORKS	2254 ISAACS AVE	Fireworks Stand @ New York Store Dec 27-31, 2020	J & M LLC, DISCOUNT FIREWORKS	11/09/2020	11/23/2020	11/23/2020
B20-0490	ISSUED	POLE BUILDING	231 WALLULA AVE	900 sf Enclosed Pole Bldg	PADILLA CONSTRUCTION	10/26/2020	11/16/2020	11/16/2020
FRB20-0476	ISSUED	RESIDENTIAL BURN	2355 HANSON LOOP	RESIDENTIAL BURN PERMIT	HUNTER LOUIE W JR & SHERRI	11/20/2020	11/20/2020	11/20/2020
FRB20-0462	ISSUED	RESIDENTIAL BURN	25459 W HIGHWAY 124	RESIDENTIAL BURN PERMIT	MC LENDON, REIEN	11/04/2020	11/04/2020	11/04/2020
FW20-0015	ISSUED	FIREWORKS	26 JANTZ RD	Fireworks Stand - Dec 27 - 31, 2020	J & M LLC DISCOUNT FIREWORKS	11/09/2020	11/23/2020	11/23/2020
FRB20-0471	ISSUED	RESIDENTIAL BURN	282 CARTER LN	Residential Burn Permit	WIEDEMANN BENJAMIN & SHERRY L	11/16/2020	11/16/2020	11/16/2020

Walla Walla County Community Development Department
Building and Fire Permits Issued - November 2020

Permit #	Status	Permit Type	Address	Description	Applicant	Date Applied	Date Approved	Date Issued
B20-0523	ISSUED	E PLUMBING MECHANICAL	288 MEADOWLARK LN	Gas piping to range	COLLEGE PLACE HTG & A/C INC	11/19/2020	11/19/2020	11/19/2020
FRB20-0456	ISSUED	RESIDENTIAL BURN	2930 PLAZA WAY	RESIDENTIAL BURN	LOIACONO-BROWNELL CINDY M & ZAHL, John	11/02/2020	11/02/2020	11/04/2020
FRB20-0477	ISSUED	RESIDENTIAL BURN	312 STOVALL RD	RESIDENTIAL BURN	TUTTLE RICHARD F	11/23/2020	11/23/2020	11/23/2020
B20-0527	APPROVED	E PLUMBING MECHANICAL	314 MAIN ST	Install LP gas fireplace, gas line, exhaust sys, new LP tank	FIRE & WATER	11/19/2020	11/20/2020	
FRB20-0482	ISSUED	RESIDENTIAL BURN	3142 RESERVOIR RD	Residential Burn Permit	ACOCK, CHARLES W & MICHELE M	11/30/2020	11/30/2020	11/30/2020
B20-0502	ISSUED	POLE BUILDING	3145 CANBERRA DR	720 sf Enclosed Pole Building	DECCIO, MICHAEL J	11/04/2020	11/25/2020	11/30/2020
B20-0498	ISSUED	OTHER STRUCTURES	329 COUNTY RD NO 448	120 LF 8 ft tall Eco Block Retaining Wall	AMERICA'S CONSTRUCTION	11/04/2020	11/20/2020	11/20/2020
FRB20-0461	ISSUED	RESIDENTIAL BURN	330 CEMETERY RD	Residential burn permit	SMITH, JAMES R & CARLA R	11/03/2020	11/03/2020	11/03/2020
B20-0503	ISSUED	E PLUMBING MECHANICAL	35 CENTER ST	Install electric furnace & heat pump	TOTAL COMFORT SOLUTIONS LLC	11/06/2020	11/06/2020	11/10/2020
FRB20-0453	APPROVED	RESIDENTIAL BURN	3508 OLD MILTON HWY	Residential Burn Permit	ROSE, M MUELLER	10/30/2020	11/04/2020	03/29/2019
FRB20-0458	ISSUED	RESIDENTIAL BURN	356 MISSION RD	Residential burn permit	HAMADA, HARRY K & ANN C	11/02/2020	11/02/2020	11/02/2020
FRB20-0459	ISSUED	RESIDENTIAL BURN	3667 OLD MILTON HWY	Residential burn permit	VINTI, GARY A & CLAUDIA J	11/02/2020	11/02/2020	11/02/2020
B20-0518	ISSUED	DEMO	375 MCKINNEY RD	Demolish 1440 sf Manufactured Home	SWENSEN, DOUGLAS	11/17/2020	11/17/2020	11/18/2020
FRB20-0460	FEES PAID ONLINE	RESIDENTIAL BURN	390 E LANGDON RD	RESIDENTIAL BURN PERMIT	ACKER, KARL KRISTOPHER D & LAUNA J	11/03/2020	11/03/2020	10/02/2009
B20-0507	ISSUED	ADDITION REMODEL	406 PROSPECT AVE	511.5 sf Res Add'n, Kitchen Remodel, 70 sf Cov Porch Add'n	KETELSEN CONSTRUCTION CO	11/09/2020	11/18/2020	11/18/2020
B20-0446	ISSUED	FACTORY BUILT STRUCT	445 CHUKAR LN	Place 1993 Valley Quality Manufactured home	ALL STAR HOME SALES LLC	09/28/2020	11/04/2020	11/04/2020
FRB20-0484	ISSUED	RESIDENTIAL BURN	4651 FROG HOLLOW RD	RESIDENTIAL BURN PERMIT	KELLY, RICHARD	11/30/2020	11/30/2020	11/30/2020
B20-0466	ISSUED	FACTORY BUILT STRUCT	5312 MILL CREEK RD	1993 Manufactured home Placement	IZQUIERDO, BERNARDO LOPEZ	10/15/2020	11/18/2020	11/18/2020
B20-0493	FINALED	E REROOF	549 WALLULA AVE	Reroof 7 squares w tear off	REAL ROOFING	11/03/2020	11/03/2020	11/03/2020
B20-0473	ISSUED	1 FAM RESIDENCE	569 CHUKAR LN	4016 sf 3 stry Res, 663 sf Cov Porch/patio, 900 sf Gar	RAISANEN, KATIE A & CODY E	10/20/2020	11/09/2020	11/10/2020
FRB20-0457	ISSUED	RESIDENTIAL BURN	5761 BISCUIT RIDGE RD	Residential burn permit	MC COON, STEVEN T & FLORENCE K	11/02/2020	11/02/2020	11/02/2020
FRB20-0466	ISSUED	RESIDENTIAL BURN	592 WOODEN RD	Residential burn permit	BROADBENT, KIRMAN J	11/05/2020	11/05/2020	11/05/2020
FRB20-0480	ISSUED	RESIDENTIAL BURN	6442 FROG HOLLOW RD	RESIDENTIAL BURN PERMIT	FAZZARI, KYLE & MONICA	11/24/2020	11/24/2020	11/24/2020
B20-0511	ISSUED	PLUMBING MECHANICAL	648 WALLULA AVE	Install new gas furnace and meter set	CARDENAS, JAIME J & LAURA A	11/12/2020	11/12/2020	11/16/2020
FRB20-0463	ISSUED	RESIDENTIAL BURN	658 STOVALL RD	Residential Burn Permit	BAUGHER, DUANE V & DIANE M	11/04/2020	11/04/2020	11/04/2020
FRB20-0465	ISSUED	RESIDENTIAL BURN	67 RUSSET RD	Residential Burn Permit	STONE, GENE & JANICE	11/05/2020	11/05/2020	11/05/2020
B20-0524	ISSUED	E PLUMBING MECHANICAL	7236 E HWY 124	Convert oil furnace to electric air handler	COLLEGE PLACE HTG & A/C INC	11/19/2020	11/19/2020	11/19/2020
B20-0487	ISSUED	GARAGE SHOP	746 SMITH RD	Now 2520 sf & 2100 sf Quonset Buildings - no Endwalls	WHITE, DEL	10/30/2020	11/10/2020	11/12/2020
FRB20-0464	APPROVED	RESIDENTIAL BURN	7699 MILL CREEK RD	RESIDENTIAL BURN PERMIT	SCHWEHR, LAWRENCE J & ROSE	11/04/2020	11/04/2020	11/04/2020
B20-0422	ISSUED	POLE BUILDING	777 MCBETH RD	1200 sf Enclosed Pole Bldg	KRALMAN STEEL STRUCTURES, INC	09/16/2020	11/16/2020	11/17/2020
F20-0015	ISSUED	FIRE	800 ABBOTT RD	NEW Fire Sprinkler System - Bldg 2	FIRE CONTROL SPRINKL SYS CO INC	10/26/2020	11/23/2020	11/24/2020
FRB20-0473	ISSUED	RESIDENTIAL BURN	805 GRANDVIEW AVE	Residential Burn Permit	BARNES, JOSEPH D	11/16/2020	11/16/2020	11/16/2020
B20-0249	ISSUED	NEW COMMERCIAL BLDG	8136 OLD HWY 12	10,000 sf Church	KRALMAN STEEL STRUCTURES, INC	06/22/2020	11/20/2020	11/23/2020

Walla Walla County Community Development Department
Building and Fire Permits Issued - November 2020

Permit #	Status	Permit Type	Address	Description	Applicant	Date Applied	Date Approved	Date Issued
FRB20-0478	ISSUED	RESIDENTIAL BURN	835 GARDENA RD	RESIDENTIAL BURN PERMIT	GROAT, DON & CAROLYN	11/24/2020	11/24/2020	11/24/2020
B20-0489	ISSUED	TANK ABATEMENT	867 LOCHER RD	Abate Fuel Tank via Removal	MC CLUNG, WILLIAM C & PEGGY A	10/28/2020	11/02/2020	11/02/2020
FRB20-0486	ISSUED	RESIDENTIAL BURN	8683 MILL CREEK RD	Burn Permit	WALTERS JASON H	11/30/2020	11/30/2020	11/30/2020
FRB20-0475	ISSUED	RESIDENTIAL BURN	87 PEARMAN AVE	RESIDENTIAL BURN PERMIT	BREWER, HAROLD	11/19/2020	11/19/2020	11/19/2020
B20-0496	FINALED	E PLUMBING MECHANICAL	900 GRANDVIEW AVE	INSTALL A NEW LENNOX DUCTLESS 2 ZONE SYSTEM	TOTAL COMFORT SOLUTIONS LLC	11/04/2020	11/04/2020	11/04/2020
B20-0427	ISSUED	ADDITION REMODEL	919 STANLEY DR	Remodel existing Residence damaged by fire	MIRONOV, MIKHAIL & NATALIYA	09/16/2020	11/16/2020	11/30/2020
FRB20-0479	ISSUED	RESIDENTIAL BURN	926 MCBETH RD	RESIDENTIAL BURN	CARLYLE, BRIAN	11/24/2020	11/24/2020	11/24/2020
B20-0415	APPROVED	1 FAM RESIDENCE	933 SUMMERS CIRCLE	2075 sf Main Floor, 1399 sf Bsmnt, 558 sf Cov Patio, 769 Gar	BECK, PETER W & GAYLE M	09/09/2020	11/30/2020	
B20-0513	ISSUED	E PLUMBING MECHANICAL	935 ORIOLE ST	Install a gas furnace and air conditioner	TOTAL COMFORT SOLUTIONS LLC	11/12/2020	11/13/2020	11/13/2020
B20-0486	ISSUED	POLE BUILDING	947 SUMMERS CIRCLE	2250 sf Enclosed Pole Building	KRALMAN STEEL STRUCTURES, INC	10/20/2020	11/16/2020	11/16/2020

10:45

DEPARTMENT OF COMMUNITY HEALTH

a) Action Agenda Items:

- 1) Proposal 2020 12-7 DCH
Approval to extend and sign
Wendy Cheng's Agreement
#20-02 for Veteran's Services
through 6/30/2021

b) COVID-19 update and miscellaneous

11:00

COUNTY COMMISSIONERS

- a)** Presentation by Regina Myers, Division
Director of Comprehensive Healthcare
on Program of Assertive Community
Treatment (PACT) and Law Enforcement
Assisted Diversion (LEAD)
- b)** Miscellaneous or unfinished business
to come before the Board

PACT

Comprehensive
HEALTHCARE



Presented By:

- Regina Myers, LMHC MEd
- Division Director Walla Walla
- 20 years experience Behavioral Healthcare
- CISM Responder
- SAFE/QPR/QPRT Certified Instructor
- EMDR Certified Trauma Therapist

Introduction to PACT

- PACT – Program of Assertive Community Treatment
- Evidence Based Treatment for people with the most challenging and persistent mental health symptoms.
- The assertive community treatment model has been the subject of more than 25 randomized controlled trials.
- Research has shown that this type of program is effective in reducing hospitalization, is no more expensive than traditional care, and is more satisfactory to clients and their families than standard care.

What makes PACT different?

- The primary goal of assertive community treatment is recovery through treatment in the community & provision of habilitative services.
- PACT is characterized by a:
 - team approach
 - in vivo services
 - small caseload
 - time unlimited services
 - shared caseload
 - flexible service delivery
 - fixed point of responsibility
 - 24/7 crisis availability

Who do they serve?

Individuals who:

- have major symptoms that improve only partially or not at all
- have serious disability resulting from mental and behavioral impairments
- have co-existing substance use disorder, physical illnesses or disabilities
- appear to 'resist or avoid' involvement in services

What do they do?

- **Medication Support:** education, individualized med dispel, med delivery
- **Psychosocial Treatment:** illness management, crisis intervention, dual disorder treatment
- **Community Living Skills**
 - Hygiene, nutrition, clothing, use of transportation
 - Housekeeping
 - Money Management
 - Social Relationships and Leisure Activities: the goals of the ACT model is to help clients:
 - Develop, restore and maintain social and interpersonal relationships
 - Engage in social and leisure-time activities
 - Develop their social network

There's more...

- **Health Promotion:** education, medical screening, schedule visits, liaison for acute medical care
- **Family Involvement:** collaboration with families, lessening overreliance on family, educate and engage family in the client's recovery
- **Housing Assistance:** suitable shelter, maintain housing, monitor safety, assist with neighbors
- **Employment:** provides support finding work, promotes motivation to work, educates employers, job coaches

Admissions to the program

- Must have a Primary mental health DSM diagnosis
- Failed response to traditional outpatient treatment and/or other intensive case management as evidenced by one of the following in the past six months:
 - admissions to psychiatric acute hospital or crisis stabilization unit
 - frequent visits to emergency room
 - Recent discharge from residential or sub-acute placement
 - Significant functional impairments due to mental illness as demonstrated by at least one of the following:
 - Significant difficulty performing a range of daily living tasks required to function in the community (e.g. caring for personal business; obtaining medical, legal and housing services; recognizing and avoiding common dangers or hazards to self and others; meeting nutritional needs; maintaining personal hygiene)
 - Difficulty in treatment adherence (e.g. keeping appointments or medication adherence)
 - Unstable housing (e.g. repeated evictions or loss of housing)
 - Recent history of criminal justice involvement due to mental health symptomology

How do people discharge?

Based on SAMSHA's Program manual, discharges from PACT are more successful when:

- There have not been hospitalizations for over a year
- There was stable housing in place
- There was not a substance use disorder
- Consumer was rated as functioning independently
- PACT contact had been successfully reduced
- Continuity of care was ensured before and after transfer
- Consumers could readily transfer back to PACT when needed

Who is on the team?

- Our rural team:
- Team Lead TBD (currently hiring)
- Provider: Gary Leno, PMHNP-BC
- Program Assistant: Shonda Gannon
- Peer Support Specialist: Miranda Seal
- 2 Registered Nurses: Sean Moon & Cameo Hokanson
- 2 Behavioral Health Specialists: Matthew Vaughan & Kristine Rush
- Substance Use Disorders Professional: Shelly Curtis
- Vocational Specialist Case Manager: recruiting

Currently

- WW PACT has enrolled 16 clients since July 2020
- 4 clients have been identified for enrollment in November
- Contact from the team 3x per week minimum of 2 hr.s per week
- Services are provided in the community
- 24-7 crisis response provided by the team

PACT: 509.524.5290
1520 Kelly Place, Walla Walla WA

Comprehensive
HEALTHCARE



WALLA WALLA LEAD

Comprehensive
HEALTHCARE



Law Enforcement Assisted Diversion

Our Partnership Stakeholder Group

- Washington State Sheriff and Police Chief Association
- LEAD Technical Assistance
- Comprehensive Healthcare
- Blue Mountain Heart To Heart
- Walla Walla Police Department
- Walla Walla City Prosecutors Office
- Walla Walla County Corrections
- Walla Walla County Sheriff Department
- Walla Walla County Prosecutors Office
- College Place Police Department
- College Place City Prosecutors Office
- Kennewick - Region 1 / Developmental Disabilities Administration
- Providence St Mary Hospital

Program summary

- The Walla Walla Arrests and Jail Alternatives Program (LEAD) seeks to integrate local law enforcement, behavioral healthcare, prosecutors and harm reduction programming to provide intensive services diversion case management, engagement/outreach, illness management/recovery and low barrier access to essential services for Walla Walla County residents.

Key Outcomes: The legislature defined five goals for the program

- To reduce arrests, time spent in custody, and/or recidivism for participants served by the program;
- To increase access to and utilization of nonemergency community behavioral health services;
- To reduce utilization of emergency services;
- To increase resilience, stability, and well-being for participants served; and
- To reduce costs for the justice system compared to processing cases as usual through the justice system.

LEAD Participation & Referral

There are two ways a person can be referred into LEAD: an "arrest diversion" and a "social contact" referral.

Arrest Diversion

- Arrest diversion gives law enforcement officers the authority to refer people into LEAD instead of arrest for diversion-eligible offenses.

Social Contact Referral

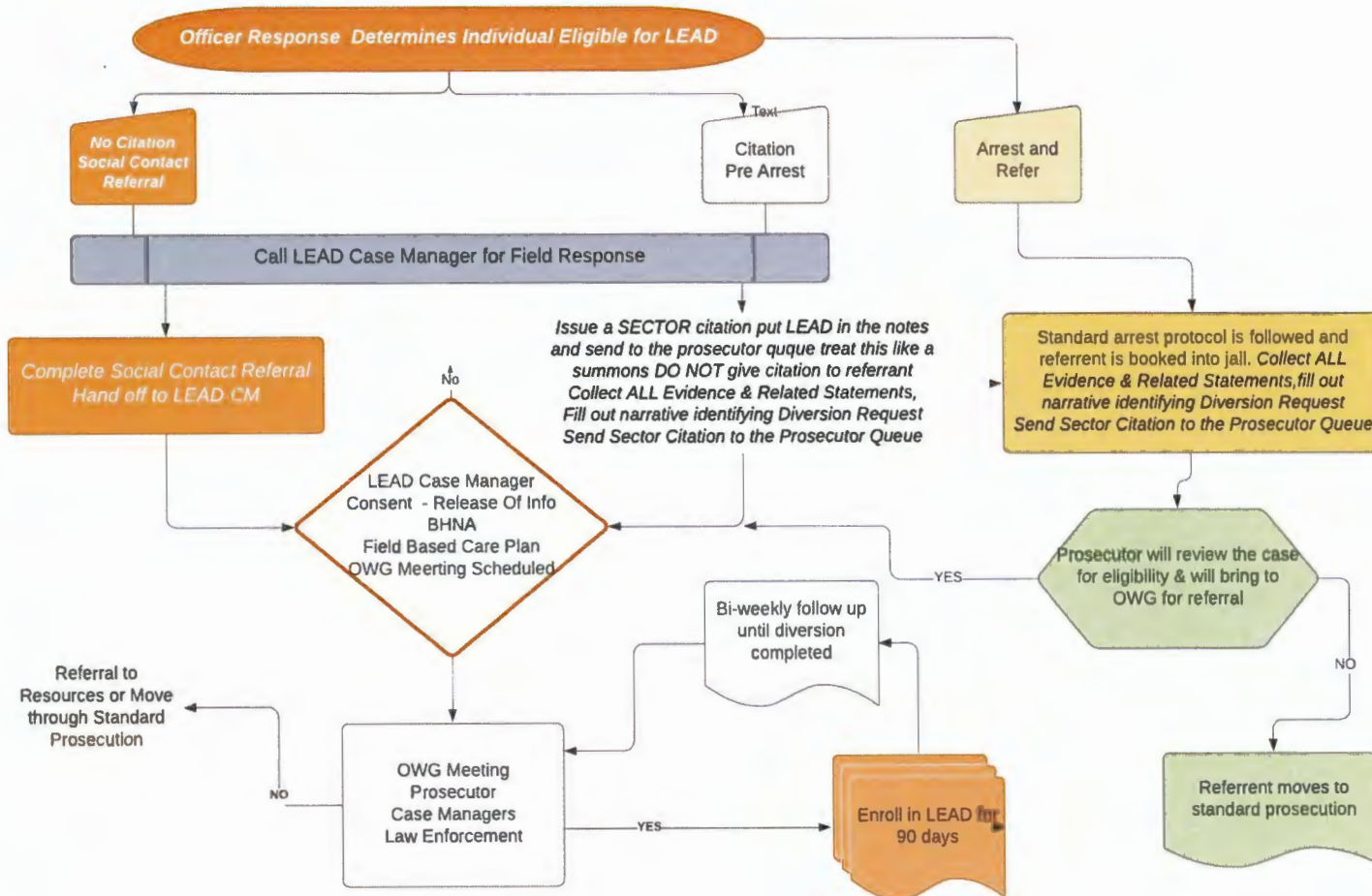
- Social contact referral means that an eligible individual can be referred into LEAD without waiting for the moment of potential arrest.

LEAD Basics

- Assertive Community Outreach
- 7 day week support for LEO
- Evidence based training for direct service team
- Team approach
- Harm Reduction Model of Care
- Flex funding for urgent needs
- Collaborative Management
 - Case management
 - Data collection

Field Response Workflow

Revised 12/2019 November 3, 2019



Ready! Set! Go!

- Policy and Procedures
- Training LEAD case managers
- Training Law Enforcement
- Launch January 1st 2021
- Evaluation January – June 2021
- Ongoing Review and Funding

Coming soon to our community...



11:15

COUNTY SHERIFF

Mark Crider

a) Office update and miscellaneous

11:30

HUMAN RESOURCES/RISK MANAGER

Shelly Peters

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County

11:45

COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business
to come before the Board

12:00

RECESS

- a) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

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

- 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.