

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, DECEMBER 3, 2018

9:30

COUNTY COMMISSIONERS

Chairman Johnson

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

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)

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.*

- f) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- g) **Public Hearings:**
 - 1) To consider adoption of the 2019 Walla Walla County property tax levies:
 - Current Expense
 - County Road
 - Emergency Medical Services
 - Veterans assistance and mental health and developmental disabilities services
 - 2) To consider adoption of the 2019 Walla Walla County Budget
- h) **Action Agenda Items:**
 - 1) Resolution _____ - 2019 General (Current Expense) tax levy for Walla Walla County
 - 2) Resolution _____ - 2019 Road tax levy for Walla Walla County
 - 3) Resolution _____ - 2019 Emergency Medical Services District tax levy for Walla Walla County

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE 2019
GENERAL TAX LEVY FOR WALLA
WALLA COUNTY



RESOLUTION NO. 18

WHEREAS, pursuant to RCW 84.55, the Walla Walla County Board of Commissioners, as the county legislative authority, properly gave notice of a public hearing to be held December 3, 2018, to consider revenue sources for the 2019 Walla Walla County Budget, to include property tax revenues; and

WHEREAS, the Walla Walla County Board of Commissioners, in considering the budget for 2019, has reviewed all sources of revenue and examined all anticipated expenses; and

WHEREAS, Initiative Measure 747 limits local governments to a property tax levy increase of one percent (or the amount of the Implicit Price Deflator, whichever is less) over the previous year's levy unless a greater increase is approved by the voters at an election; and

WHEREAS, the Board of Commissioners of Walla Walla County, during advertised open budget meetings, did at various times discuss property tax levies, and on November 27, 2018, as part of a public meeting to review the 2019 County Budget, did approve a motion regarding various proposed tax levies, and

WHEREAS, the decision reached by the Board was that it is necessary to adopt the statutorily allowed one percent property tax levy for the general fund (Current Expense fund), and to further adopt an additional one percent increase from the County's banked capacity, part of the increases set aside for future needs; now therefore

BE IT HEREBY RESOLVED by this Walla Walla County Board of Commissioners, after due consideration of all relevant evidence and testimony presented, that the levy amount to be collected for 2019 shall reflect a two percent increase over 2018, plus the additional revenue resulting from the addition of new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, or any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of Walla Walla County (Current Expense fund).

"Passed this 3rd day of December, 2018 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, 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 THE 2019 ROAD
TAX LEVY FOR WALLA WALLA
COUNTY**



RESOLUTION NO.

WHEREAS, pursuant to RCW 84.55, the Walla Walla County Board of Commissioners, as the county legislative authority, properly gave notice of a public hearing to be held December 3, 2018, to consider revenue sources for the 2019 Walla Walla County Budget, to include property tax revenues; and

WHEREAS, the Walla Walla County Board of Commissioners, in considering the budget for 2019, has reviewed all sources of revenue and examined all anticipated expenses; and

WHEREAS, Initiative Measure 747 limits local governments to a property tax levy increase of one percent (or the amount of the Implicit Price Deflator, whichever is less) over the previous year's levy unless a greater increase is approved by the voters at an election; and

WHEREAS, the Public Works Department Director has requested that no increase in the property tax levy be assessed, and that collections be only those for resulting from the addition of new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, or any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of Walla Walla County Road Department; and

WHEREAS, the Walla Walla County Board of Commissioners, as the legislative authority of the county/district board for the County Road taxing district, has considered the request and reviewed the budget for the Public Works Department and concurs with the request made; now therefore

BE IT HEREBY RESOLVED by this Walla Walla County Board of Commissioners, after due consideration of all relevant evidence and testimony presented, that in the levy amount to be collected for 2019 shall reflect a zero percent increase over 2018, plus the additional revenue resulting from the addition of new construction, improvements to property, newly constructed wind turbines, any increase in the value of state-assessed property, or any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of Walla Walla County Road Department.

"Passed this 3rd day of December, 2018 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, 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 THE 2019
EMERGENCY MEDICAL SERVICES
DISTRICT TAX LEVY FOR WALLA
WALLA COUNTY**



RESOLUTION NO.

WHEREAS, pursuant to RCW 84.55, the Walla Walla County Board of Commissioners, as the county legislative authority, properly gave notice of a public hearing to be held December 3, 2018, to consider revenue sources for the 2019 Walla Walla County Budget, to include property tax revenues; and

WHEREAS, the Walla Walla County Board of Commissioners, in considering the budget for 2019, has reviewed all sources of revenue and examined all anticipated expenses; and

WHEREAS, Initiative Measure 747 limits local governments to a property tax levy increase of one percent (or the amount of the Implicit Price Deflator, whichever is less) over the previous year's levy unless a greater increase is approved by the voters at an election; and

WHEREAS, the Walla Walla County Emergency Medical Services Department Advisory Committee has met and considered the budget for the Emergency Medical Services fund for calendar year 2019 and said committee desires to collect the one percent maximum levy allowed for the continued provision of emergency medical services; and

WHEREAS, the cost of the provision of emergency medical services, including personnel and equipment, continues to rise, and reimbursement levels provided by state and federal governments have declined substantially and continue to do so, although the need for the services only increases; now therefore

BE IT HEREBY RESOLVED that this Board finds there is a substantial need to ensure levy capacity is sufficient to provide county funding as required for the provision of emergency medical services and to ensure sufficient funding for the operations of the Walla Walla County Emergency Medical Services taxing district.

BE IT FURTHER RESOLVED by this Walla Walla County Board of Commissioners that, after due consideration of all relevant evidence and testimony presented, the levy amount to be collected for 2019 shall reflect a one percent increase over 2018, in addition to that revenue resulting from the addition of new construction, improvements to property, and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of Walla Walla County Emergency Medical Services taxing district.

"Passed this 3rd day of December, 2018 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

COUNTY COMMISSIONERS (continued)

h) Action Agenda Items (continued):

- 4) Resolution _____ - 2019 General tax levies for veterans' assistance and mental health and developmental disabilities services
- 5) Resolution _____ - Adopting the Final Budget for fiscal year 2019 for the various County funds

i) Consent Agenda Items:

- 1) Resolution _____ - Minutes of County Commissioners' proceedings for November 26 and 27, 2018
- 2) Resolution _____ - Approving an Agreement with Washington State Office of Public Defense
- 3) Resolution _____ - Independent Contractor Agreement Between the Walla Walla County Sheriff's office and Jason Youngman
- 4) County vouchers/warrants/electronic payments as follows: 4046861 through 4046874, totaling \$79,676.86 (payroll draws dated November 15, 2018); 4047035 through 4047082, totaling \$940,259.06 (November payroll); 4203513 through 4203540, totaling \$1,021,126.93 (benefits and deductions)
- 5) Payroll action and other forms requiring Board approval

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 THE 2019 GENERAL
TAX LEVIES FOR VETERANS
ASSISTANCE AND MENTAL HEALTH
AND DEVELOPMENTAL DISABILITIES
SERVICES**



RESOLUTION NO.

WHEREAS, pursuant to RCW 84.55, the Walla Walla County Board of Commissioners, as the county legislative authority, properly gave notice of a public hearing held December 3, 2018, to consider revenue sources for the 2019 Walla Walla County Budget, to include property tax revenues; and

WHEREAS, the Walla Walla County Board of Commissioners, in considering the budget for 2019, has reviewed all sources of revenue and examined all anticipated expenses; and

WHEREAS, pursuant to RCW 71.20, the county legislative authority must budget and levy annually a tax equal to the amount which would be raised by a levy of \$0.025 per thousand dollars of assessed valuation to provide community services for persons with developmental disabilities and mental health problems; and

WHEREAS, pursuant to RCW 73.08, the county legislative authority must impose a property tax at a rate not less than \$0.01125 and not greater than \$0.27 per thousand dollars of assessed valuation in the county for the purposes of creating a veterans' assistance fund, and in 2014 members of the County Veterans Advisory Committee made a request to the Board of County Commissioners, as the county legislative authority, to increase the property tax rate for the veterans' assistance fund; and

WHEREAS, the Board approved the request and increased the property tax rate to \$0.015599 to raise additional funds to assist veterans; now therefore

BE IT HEREBY RESOLVED by this Walla Walla County Board of Commissioners, after due consideration of all relevant evidence and testimony presented, that the property tax rate for funds to be collected for 2019 for veterans' assistance (also known as Soldiers and Sailors fund) shall continue at the current level, or \$0.015599 per thousand dollars of assessed valuation in the county.

BE IT FURTHER RESOLVED by this Walla Walla County Board of Commissioners that the budget and levy valuation to provide community services for persons with developmental disabilities and mental health problems shall remain fixed pursuant to statute at \$0.025 per thousand dollars of assessed valuation for 2019.

"Passed this 3rd day of December, 2018 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVING AN AGREEMENT
WITH WASHINGTON STATE
OFFICE OF PUBLIC DEFENSE



RESOLUTION NO.

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

WHEREAS, the Washington State Office of Public Defense (OPD) administers funds provided to Washington state counties for the purpose of improving the quality of public defense services in those counties, provided pursuant to RCW 10.101; and

WHEREAS, OPD has provided Agreement ICA19314 to Walla Walla County for 2019 funds to be provided to the county in the amount of \$59,393 (fifty nine thousand three hundred ninety three dollars); and

WHEREAS, the Prosecuting Attorney and Risk Manager have reviewed said Agreement; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve Agreement ICA19314 between the Washington State Office of Public Defense and Walla Walla County, and that the chair shall sign the Face Sheet of the Agreement for the County as recipient.

*"Passed this **3rd day of December, 2018** by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p>1. Recipient –RCW 10.101.070 Funds Walla Walla County PO Box 1506 Walla Walla, WA 99362</p>	<p>2. Recipient Representative Connie R. Vinti Clerk of the Board Walla Walla County Commissioners PO Box 1506 Walla Walla, WA 99362</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Joanne I. Moore Director Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Distribution Amount \$59,393</p>	<p>6. Use Period January 1, 2019 through December 31, 2019</p>
<p>7. Purpose Chapter 10.101 RCW county distributions are statutory formula distributions for the purpose of improving the quality of public defense services in Washington State counties.</p>	
<p>The Office of Public Defense (OPD) and Recipient, as defined above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start January 1, 2019 and end December 31, 2019. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Special Terms and Conditions, and General Terms and Conditions.</p>	
<p>FOR THE RECIPIENT</p> <p>_____</p> <p>Connie R. Vinti, Clerk of the Board</p> <p>_____</p> <p>Date</p>	<p>FOR OPD</p> <p>_____</p> <p>Joanne I. Moore, Director</p> <p>_____</p> <p>Date</p>

SPECIAL TERMS AND CONDITIONS

1. AGREEMENT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Agreement.
- b. The Representative for the Recipient and their contact information are identified on the Face Sheet of this Agreement.

2. DISTRIBUTION AMOUNT

The Distribution Amount is **fifty-nine thousand, three hundred ninety-three** and 00/100 Dollars (\$59,393) to be used for the purpose(s) described in the USE OF FUNDS below.

3. PROHIBITED USE OF FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of RCW 10.101.070 funds.
- b. Funds cannot be spent on purely administrative functions or billing costs.
- c. Funds cannot be used for indigency screening costs.
- d. Funds cannot be used for county or court technology systems or administrative equipment.
- e. Funds cannot be used for county attorney time, including advice on public defense contracting.

4. USE OF FUNDS

- a. Recipient agrees to use the RCW 10.101.070 funds to improve the quality of legal representation directly received by indigent defendants. (See Chapter 10.101 RCW and OPD Policy County/City Use of State Public Defense Funding for guidelines regarding permitted uses of state public defense funds.)
- b. Recipient agrees to use the funds for the following purposes:
 - i. Provide an attorney coordinator who oversees contracts with attorneys providing public defense;
 - ii. Increase and/or sustain additional attorneys to reduce public defense caseloads;
 - iii. Investigator and expert services for public defense cases;
 - iv. Implement and/or sustain grant-funded increases to public defense attorney compensation;
 - v. Provide public defense services at arraignment calendars; and
 - vi. Interpreter services for attorney-client interviews and communications.
- c. Recipient agrees to use the funds in calendar year 2019. If Recipient is unable to use the funds in 2019, the Recipient agrees to notify OPD to determine what action needs to be taken.
- d. Recipient agrees to deposit the RCW 10.101.070 funds check within 14 days of receipt.

5. ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions
- General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2. **AMENDMENTS**

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

3. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.**

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

4. **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Recipient without prior written consent of OPD.

5. **ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney fees and costs.

6. **CONFORMANCE**

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. **ETHICS/CONFLICTS OF INTEREST**

In performing under this Agreement, the Recipient shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. **GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. **INDEMNIFICATION**

To the fullest extent permitted by law, the Recipient shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Agreement.

10. **LAWS**

The Recipient shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. **NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Agreement, the Recipient shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Recipient's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part.

12. **RECAPTURE**

In the event that the Recipient fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of the Agreement, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. **RECORDS MAINTENANCE**

The Recipient shall maintain all books, records, documents, data and other evidence relating to this Agreement. Recipient shall retain such records for a period of six (6) years following the end of the Agreement period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. **RIGHT OF INSPECTION**

At no additional cost all records relating to the Recipient's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Recipient shall provide access to its facilities for this purpose.

15. **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

16. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

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



RESOLUTION NO. 18

WHEREAS, the Walla Walla County Sheriff's office wishes to offer training for deputies to enhance skills in defensive tactics as a required training component; and

WHEREAS, contractor Jason Youngman has been teaching Police Use of Force and Defensive Tactics with the Pierce County Sheriff's Department since 2013 and is currently certified as a Washington State Criminal Justice Training Center Master Defensive Tactics Instructor, a Seattle Police Department Integrated Combat and Control Corrections Instructor, and an Axon certified Taser Instructor; and

WHEREAS, an Independent Contractor Agreement for training services has been submitted to the County for consideration by the Walla Walla County Sheriff's office and approval has been recommended and requested; and

WHEREAS, the agreement has been reviewed by the Prosecuting Attorney and the Risk Manager; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Independent Contractor Agreement.

*"Passed this **3rd day of December, 2018** by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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



John A. Turner
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

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

RECEIVED

NOV 29 2018

WALLA WALLA COUNTY
COMMISSIONERS

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

Mark A. Crider
Richard L. Schram,
Steve Shulman,

Undersheriff
Chief Criminal Deputy
Chief Civil Deputy

Memorandum

Date: November 27, 2018

To: Board of County Commissioners

From: Steve Shulman, Chief Civil Deputy

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 5th and 12th, 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.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT executed on this the 28th day of November, 2018, but agreed to be effective from and after December 4th, 2018, 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 4th, 2018 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 28th day of November, 2018 .

Walla Walla County Sheriffs Office

Per:  _____



Jason Youngman

9:45

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
- c) Possible executive session re: personnel (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(b)), and/or litigation or pending or potential litigation (pursuant to RCW 42.30.110(i))

10:00

COMMUNITY DEVELOPMENT DEPARTMENT

Tom Glover

a) **Consent Agenda Items:**

- 1) Resolution _____ - 2018
County Comprehensive Plan and
Development Regulations Final
Docket, and setting a date of public
hearing to consider the requests

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE 2018
COUNTY COMPREHENSIVE PLAN
AND DEVELOPMENT
REGULATIONS FINAL DOCKET,
AND SETTING A DATE OF PUBLIC
HEARINGS TO CONSIDER THE
REQUESTS



RESOLUTION NO.

WHEREAS, Walla Walla County received eight non-County applications for the 2018 County Comprehensive Plan and Development Regulations amendment cycle from members of the public, and the County presented a proposal, constituting the 2018 Preliminary Docket; and

WHEREAS, pursuant to Walla Walla County Resolution 18 068 the Board of County Commissioners established the 2018 County Comprehensive Plan and Development Regulations docket; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to Walla Walla County Code, a series of public hearings for each application shall be set beginning at 9:30 a.m. on Tuesday, December 18, 2018 in County Commissioners' Chambers, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, to receive testimony and consider the below-listed applications:

- CPA18-001/ZCA18-001, Walla Walla County Comprehensive Plan and Development Regulations Periodic Update;
Tuesday, December 18, 2018, at 9:30 a.m., or as close thereto as possible;
- CPA17-005/REZ17-005/ZCA17-005, City of College Place #1: Martin Field UGA (Urban Growth Area) Removal, Re-designation, Map and Text Amendments;
Tuesday, December 18, 2018, at 9:30 a.m., or as close thereto as possible;
- CPA17-006/REZ17-006, City of College Place #2: SR-125 Corridor UGA Expansion and Technical Map Corrections;
Tuesday, December 18, 2018, at 9:30 a.m., or as close thereto as possible;
- CPA17-008/REZ17-008, City of Walla Walla: South – 3rd and Langdon UGA Removal;
Tuesday, December 18, 2018, at 9:30 a.m., or as close thereto as possible;
- CPA17-004/REZ17-004, Sheryl Cox: Walla Walla Community College Area UGA Expansion
Tuesday, December 18, 2018, at 9:30 a.m., or as close thereto as possible.

BE IT FURTHER RESOLVED that required notice of said hearings shall be done by the Walla Walla County Community Development Department.

“Passed this 3rd day of December, 2018 by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent.”

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

a) **Action Agenda Items: (continued from November 26, 2018)**

- 1) Resolution _____ - Vacation of alleys of Block 1 of Cummins' Addition in the Town of Touchet as recorded in Book "D" at Page 27, situated in Southwest Quarter of Section 34, Township 7 North, Range 33 East W.M.

b) **Consent Agenda Items:**

- 1) Resolution _____ - Adopting the 2019 Business Plan for the Public Works Department
- 2) Resolution _____ - Setting a date of public hearing to consider declaring certain equipment and miscellaneous used parts and tools as surplus

c) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF THE VACATION
OF THE RIGHT OF WAY FOR THE
ALLEYS OF BLOCK 1 OF CUMMINS'
ADDITION IN THE TOWN OF
TOUCHET AS RECORDED IN BOOK
"D" AT PAGE 27, SITUATED IN
SOUTHWEST QUARTER OF SECTION
34, TOWNSHIP 7 NORTH, RANGE 33
EAST, W.M.



FINAL ORDER OF VACATION

RESOLUTION NO. **18**

WHEREAS, Resolution 18 280, proposing the vacation of the alleys of Block 1 of Cummins' Addition in the town of Touchet in Book "D" at Page 27, records of Walla Walla County, Washington, situated in the Southwest Quarter of Section 34, Township 7 North, Range 33 East, Willamette Meridian, was passed on the 5th day of November, 2018; and

WHEREAS, on the 5th day of November, 2018, the County Engineer was duly directed to examine said county roads and make a report in writing; and

WHEREAS, on the 5th day of November, 2018, the Board set the 26th day of November, 2018, for hearing the report of the County Engineer, and the consideration thereof, and that notice of the time and place of said hearing was given by publication and posting as prescribed by law; and

WHEREAS, on the 19th day of November, 2018, the County Engineer filed his written report with the Board as required by law; and

WHEREAS, the report of the County Engineer shows:

That, the County considers said right of way(s) is not necessary to the general road system;

That, the public will be benefitted by its vacation;

That, in his opinion, said right of way(s) should be vacated;

and,

WHEREAS, the Engineer's Report, Affidavit of Posting, and Notice of Publication are on file, and the Board having examined the report of the Engineer, and all other papers on file in the proceedings, heard and considered all testimony and documentary evidence adduced for and against the vacation of said County Road right of way(s), the Board being satisfied that County interest in said right of way(s) will not be necessary as part of a general road system, and that the public will be benefitted by its vacation; now therefore,

Page 2

Final Order of Vacation Alleys Block 1 of Cummins' Addition

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that the right of way, as described on Exhibit "A" attached hereto and by this reference is made a part hereof, be vacated.

Passed this 3rd day of **December, 2018** by Board members as follows: ___Present or ___ Participating via other means, and by the following vote: ___ Aye ___Nay ___ Abstained ___ Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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of Walla Walla County, Washington*

EXHIBIT "A"

THE ALLEYS OF BLOCK 1 OF CUMMINS' ADDITION IN THE TOWN OF TOUCHET IN BOOK "D" AT PAGE 27, RECORDS OF WALLA WALLA COUNTY, WASHINGTON, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 33 EAST, W. M.

BOUNDARIES WILL BE ALTERED PURSUANT TO RCW TITLE 35.79.040.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

**THE MATTER OF ADOPTING A
2019 BUSINESS PLAN FOR THE
PUBLIC WORKS DEPARTMENT**



RESOLUTION NO.

WHEREAS, the Public Works Department has deemed it important to outline its major objectives and associated programs in written form for the calendar year 2019; and

WHEREAS, a written form of said goals and programs will enable the Department to accomplish all work in a more efficient and effective manner; and

WHEREAS, the Public Works Department has created a Business Plan for calendar year 2019 which outlines work plans, schedules, other activities and an updated organizational chart for the Department for the upcoming year; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the Business Plan for the Public Works Department be adopted for calendar year 2019.

*Passed this 3rd day of **December, 2018** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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of Walla Walla County, Washington*

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
DATE OF PUBLIC HEARING TO
CONSIDER DECLARING CERTAIN
EQUIPMENT AND MISCELLANEOUS
USED PARTS AND TOOLS AS
SURPLUS



RESOLUTION NO. **18**

WHEREAS, Walla Walla County has no beneficial use for certain pieces of equipment and miscellaneous used parts and tools; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a hearing to consider declaring certain equipment and miscellaneous used parts and tools surplus be set for 10:15 a.m., Monday, December 17, 2018 in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington.

Passed this 3rd day of **December, 2018** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

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



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 28 November 2018

Re: Director's Report for the Week of 26 November 2018

Board Action: 3 December 2018

Resolutions:

In the Matter of Adopting the Request by Salvador and Maria Berumen for the Vacation of the Right of Way for the Alleys of Block 1 of Cummins' Addition in the Town of Touchet

In the Matter of Adopting the 2019 Business Plan for the Public Works Department

In the Matter of Setting a Hearing Date to Declare Certain Equipment, Miscellaneous Used Parts and Tools Surplus

ENGINEERING:

- Blue Creek Bridge/Mill Creek FH: Working on embankment as weather allows.
- Mill Creek Road MP 1.1 to MP 3.96: Working on project funding estimates and getting title updates.
- Mud Creek: Working on design.
- Whitman Drive W.: Preparing easement language to propose to the University.

MAINTENANCE/FLEET MANAGEMENT:

- North and south crews working on routine maintenance and monitoring roads for ice and treating as needed.
- Vegetation/Sign crew working on sign maintenance and vegetation control.
- Garage staff working on routine vehicle maintenance.

ADMINISTRATION:

- Conducted Leadership meeting.
- Finishing up 2019 Initial Counseling.
- Attended RAP meeting.

10:30

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

a) **Consent Agenda Items:**

1) Resolution _____ - Approving an Interlocal Cost Sharing Agreement Between the City of College Place, the City of Walla Walla, Walla Walla University, Providence St. Mary Medical Center and Walla Walla County for Phase 2, 3, and 4 of the Blue Zones Project

b) Department update and miscellaneous

c) Program Update re Blue Mountain Regional Community Health Partnership

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERLOCAL COST SHARING
AGREEMENT BETWEEN THE CITY
OF COLLEGE PLACE, THE CITY OF
WALLA WALLA, WALLA WALLA
UNIVERSITY, PROVIDENCE ST.
MARY MEDICAL CENTER AND
WALLA WALLA COUNTY FOR
PHASE 2, 3, AND 4 OF THE BLUE
ZONES PROJECT



RESOLUTION NO. 18

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

WHEREAS, an Interlocal Cost Sharing Agreement Between the City of College Place, the City of Walla Walla, Walla Walla University, Providence St. Mary Medical Center and Walla Walla County for Phase 2, 3, and 4 of the Blue Zones Project has been prepared regarding sponsorship of same, and information regarding the project has been reviewed by the Board of County Commissioners; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Interlocal Cost Sharing Agreement Between the City of College Place, the City of Walla Walla, Walla Walla University, Providence St. Mary Medical Center and Walla Walla County for Phase 2, 3, and 4 of the Blue Zones Project.

*"Passed this **3rd day of December, 2018** by Board members as follows: ___ Present or ___ Participating via other means, and by the following vote: ___ Aye ___ Nay ___ Abstained ___ Absent."*

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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

Interlocal Cost Sharing Agreement Between the City of College Place, the City of Walla Walla, Walla Walla University, Providence St. Mary Medical Center and Walla Walla County for Phase 2, 3, and 4 of the Blue Zones Project.

This agreement is made and entered into by and between the City of Walla Walla, City of College Place, Walla Walla University, Providence St. Mary Medical Center and Walla Walla County, also referred to as the “Parties” to share costs for Phase 2, 3 and 4 of the Blue Zones project as proposed by Sharecare, Inc.

WHEREAS, RCW Chapter 39.34 authorizes the County and the Cities to jointly exercise powers, privileges and authority through interlocal agreement; and

WHEREAS, the County, the City of Walla Walla, the City of College Place, Walla Walla University and the Providence St. Mary Medical Center wish to join in sponsoring Phase 2, 3, and 4 of the Blue Zones project.

NOW THEREFORE, it is mutually agreed by and between the Parties that:

1. Walla Walla University will enter into an agreement with Sharecare to provide Phase 2, Phase 3, and Phase 4 activities for the Blue Zone project.
2. The Parties agree that this Cost Sharing Agreement, based on the benefits to each Party, is necessary to establish the fair and reasonable apportionment of costs between the Parties.
3. The Parties agree to diligently pursue Phases 2, 3 and 4 of the Blue Zones project and to provide such support and assistance as necessary to accomplish completion of the Phase 2, 3 and 4 of the Blue Zones project.
4. Phase 2, Phase 3 and Phase 4 of the Blue Zones project shall total a maximum of \$50,000, with \$25,000 due at the beginning of the project and \$25,000 due after delivery of the Site Visit Report.
5. The Parties agree to share costs, with each party responsible for up to \$10,000. Payment shall be submitted by each party at the request of Walla Walla University, to Walla Walla University, which shall remit payments to Sharecare, Inc.
6. Each Party shall be individually responsible to pay for additional costs incurred at the request of that Party. Each Party shall be individually responsible for additional costs directly caused by the failure of that Party to meet its obligations under this Agreement.
7. Each party shall be entitled to participate in the project and to receive copies of the Site Visit Report.

8. This Agreement shall expire on June 30, 2019.
9. Walla Walla University will act as lead agency for this project, and will be responsible for administering the Sharecare, Inc. contract, including signature authority for contractual matters. Any contract amendments increasing overall cost for the other Parties shall be approved by all affected Parties.
10. Executed copies of this Agreement shall be filed or posted online as required by Section 39.34.040 of the Revised Code of Washington prior to this Agreement becoming effective.
11. The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.
12. It is understood and agreed that each Party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.
13. All Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.
14. No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Parties.
15. The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.
16. No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
17. Entire agreement. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.
18. Amendment. The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid

unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

19. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
20. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. To this end, the provisions of this Agreement are declared to be severable.
21. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.
22. Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.
23. This agreement does not create any separate legal or administrative entity.

CITY OF COLLEGE PLACE

Date

Approved as to Form
City Attorney

Harvey Crowder, Mayor

WALLA WALLA COUNTY BOARD OF COUNTY COMMISSIONERS

Attest:

Date

Connie R. Vinti, Clerk of the Board

Chair

Commissioner

Commissioner

Approved as to Form
Walla Walla County
Prosecuting Attorney

CITY OF WALLA WALLA

Date

Nabiel Shawa, City Manager

Attest:

Kammy Hill, City Clerk

Approved as to Form
Walla Walla City Attorney

WALLA WALLA UNIVERSITY

Date

John McVay, President

PROVIDENCE ST. MARY MEDICAL CENTER

Date

Signature

Print Name: _____

Title: _____



BLUE ZONES PROJECT COMMUNITY DEVELOPMENT PROCESS

With enormous demand from communities interested in bringing Blue Zones Project (BZP) to their communities, coupled with finite capacity, it is important that interested communities clearly understand the steps and resources required to bring BZP to fruition and the support the Blue Zones Project Team (BZP Team) will provide throughout the process.

Successful BZP communities have three (3) consistent key characteristics:

- Chief Executive Officer (CEO) champions who lead and own the processes of educating and driving community stakeholder interests and bringing forth the necessary funding required for a successful BZP. These CEO champions typically are leaders of health plans, health systems, foundations, major employers, and philanthropic organizations.
- A broad base of stakeholders and leaders from multiple sectors who understand the value of BZP and are willing to pledge their support, drive engagement, and participate in BZP initiatives as volunteers and influencers. Sponsors who attend specific events and meetings throughout the Community Development Process to assure comprehensive understanding of the value proposition, value measurement, and return on investment.
- Clear funding sources and strategies that allow the momentum created during the Community Development Process to be leveraged into a timely decision and BZP implementation.

Validation of these key characteristics is achieved through a series of phone calls, WebEx presentations, in-person meetings, and materials review conducted by the BZP Team to educate the community leadership team on the BZP model, value proposition, and resources required.

Phase 1 - Community Leadership Presentation

Purpose: Educate, inform, and inspire a community leadership team with BZP research and value, and gauge leadership commitment and support to pursue BZP in the community.

Community Responsibility: Organize a meeting of key community leaders and stakeholders to present the findings from the original Blue Zones longevity hotspots and the origin of BZP. Conduct and analyze survey of presentation attendees regarding support for a BZP.

BZP Responsibility: Deliver a presentation to community leadership to gauge the interest to pursue a BZP.

Cost: The community shall pay a one-time presentation fee of Five Thousand Dollars (\$5,000) payable to Blue Zones, LLC.

Next Step: Execute a Non-Disclosure Agreement. Execute a Community Development Agreement with community champion(s). Execute a Letter of Agreement with Sponsor for Site Visit provided that the attendee survey of the community leadership presentation demonstrates broad support to further assess community readiness and the feasibility of BZP.

Phase 2 - Mutual Agreement to Start the Community Development Process

Purpose: Mutual agreement that the community is prepared to begin the Community Development Process, as stated herein.

Community Responsibility: Execute a Non-Disclosure Agreement. Execute Community Development Agreement, attached herein as **Exhibit B**, that shall include a comprehensive funding strategy with named organizations and their respective CEOs who will participate in events and meetings during the two (2) day Site Visit (Site Visit). Execute a Letter of Agreement.

BZP Responsibility: Execute Non-Disclosure Agreement. Address questions regarding the Community Development Process and initiate support for the initial phases and planning of the Community Development Process. Execute Community Development Agreement. The BZP Team will assign a lead executive to work with a designated community team to plan and execute the Site Visit. Execute a Letter of Agreement.

Next Step: Plan and execute the Site Visit.

Phase 3 - Site Visit

Purpose: Determine the community's readiness and the opportunity for impact by meeting with a larger group of community leaders and key stakeholders. Exchange detailed information about the community and BZ, and discuss science-backed value proposition with potential funders to solicit interest in funding the BZP.

Community Responsibility: Coordination of Site Visit, as stated in **Exhibit C**.

BZP Responsibility: Produce a detailed value brief and presentation to quantify the value of BZP in the community Coordination of Site Visit, as stated in **Exhibit C**.

Planning and Cost: The BZP Team, with the coordination, support, and guidance from selected Sponsor and community leaders, will develop Site Visit schedule and conduct the Site Visit within eight (8) weeks. There shall be a one-time Site Visit fee, as stated in the Letter of Agreement.

Next Step: If the Site Visit produced the required level of community participation and support for BZP implementation, and the community is deemed ready, the BZP Team shall deliver, upon receipt of a BZP funding strategy from the community, a Site Visit Summary Report ("Report") that shall summarize the BZP Team's initial assessment of community readiness and a BZP proposal no later than four (4) weeks following the Site Visit. If the community is not ready, the BZP Team will provide specific recommendations to reach readiness in lieu of the Report and BZP proposal.

Phase 4 - Report and Proposal/Readiness Recommendations Delivery

Purpose: Meet to discuss and plan the BZP implementation, the Report, and BZP proposal with the community that has been deemed ready. If the community is not ready, the BZP Team will provide specific recommendations to reach readiness.

Community Responsibility: Identify entity for final negotiations and execution of the Master Services Agreement and Statement of Work for the BZP. Confirm viability of funding strategy.

BZP Responsibility: Deliver the Report and BZP proposal with associated pricing to the contracting entity and Sponsor(s) CEOs. Answer questions as needed related to the BZP proposal. If a community is not ready, the BZP Team will discuss an action plan to reach readiness. This would conclude the Community Development Agreement for a community that is not ready.

Next Step: No later than seven (7) weeks after the Report and BZP proposal are submitted to the community, the BZP Team shall be prepared to conduct a meeting ("Final Decision Meeting") with leadership and sponsor(s) of the community.

Phase 5 - Final Decision Meeting

Purpose: Community shall communicate its decision whether or not to pursue a BZP.

Community Responsibility: Provide written confirmation of its decision to implement a BZP. If community decides to pursue a BZP, specific funding sources and commitments shall be included in its written confirmation.

BZP Responsibility: Answer additional questions, if any, regarding the Community Development Process, Report, and BZP proposal. Present next steps to Community.

Next Step: Upon community's decision and notice to implement a BZP, Sharecare shall produce drafts of the Master Services Agreement and Statement of Work and coordinate subsequent meetings for contract discussion. If community decides not to implement a BZP, the Community Development Agreement shall be concluded.

Phase 6 - Contracting

Purpose: Negotiate and finalize Master Services Agreement and Statement of Work for the BZP that shall include scope of services and mutual obligations.

Community Responsibility: Participate in final negotiations, and execute the Master Service Agreement and Statement of Work for the BZP.

BZP Responsibility: Provide Master Services Agreement and Statement of Work for the BZP and participate in final negotiations. Execute the Master Services Agreement and Statement of Work for the BZP.

Next Step: Produce announcement Event.

Phase 7 - Announcement Event

Purpose: Once Master Services Agreement and Statement of Work for the BZP are fully executed, announce the initiation of the community BZP.

Community Responsibility: Coordinate announcement event with the BZP Team, and secure participation of key leaders and media.

BZP Responsibility: Coordinate announcement event with Sponsor that shall include a press release.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the "Effective Date" indicated on this first page by and between Sharecare, Inc., a Delaware company ("Sharecare") and the organization whose details appear immediately below ("Company") (Company and Sharecare each, a "Party" and, collectively, as the "Parties"). The Parties have agreed to disclose to one another certain of their Confidential Information (as defined below) for the sole purpose indicated on this first page (the "Purpose"). The Party disclosing Confidential Information is referred to as the "Disclosing Party" and the Party receiving Confidential Information is referred to as the "Receiving Party."

Effective Date: 11-15-2018 _____ Term: This Agreement commences on the Effective Date and will expire on the latest of (i) three (3) years after the Effective Date; and (ii) the last communication between the Parties; and (iii) the requirements of applicable federal and state laws, including without limitation, HIPAA and any applicable state privacy laws.

Purpose: a potential business transaction concerning Walla Walla Blue Zones Project

By (signature): _____
Printed Name: John K McVay
Title: President
Date: 11/6/18
Address for Notice:
204 S College Ave
College Place, WA 99324
Attn: CHE

SHARECARE, INC.

By (signature): _____
Printed Name: _____
Title: _____
Date: _____
Address for Notice:
701 Cool Springs Boulevard
Franklin, TN 37067
Attn: Legal Department

1. **Confidential Information.** "Confidential Information" means, without limitation, all information, know-how and data, methodologies, scientific and technical or non-technical information, research, algorithms, business and financial information, business plans and strategies, pricing information, trade secrets, legal information, software and intellectual property and information, information systems and systems logic information, customer information, benefit design concepts and information, research and technical information, business or operational policies, processes and procedures and information; and systems design and operating specifications, whether any of the foregoing is written, oral, graphic, pictorial, electronic, recorded or stored on computer disks, hard drives, magnetic tape or digital or any other medium whatsoever and regardless that the same may be patented, copyrighted or otherwise may be registered or

recorded as intellectual property. Confidential Information shall not include information that (a) is or subsequently becomes publicly available through no fault of the Receiving Party; (b) is presently known or becomes known to a Party from its own independent sources as evidenced by its written records; or (c) is lawfully received from a third party not under any obligation to keep such information confidential; or is independently developed by or for a Party hereto by persons without access to or reliance on a Disclosing Party's Confidential Information.

2. **Non-Disclosure and Non-Use of Confidential Information and Purpose.** Except as otherwise expressly permitted by this Agreement, a Receiving Party shall (a) keep a Disclosing Party's Confidential Information strictly confidential and shall not disclose the same to any third party without the prior written consent of the Disclosing Party (provided that any written consent by the

Disclosing Party allowing the Receiving Party to disclose Confidential Information to any third party shall not constitute a waiver of any of the terms of this Agreement with respect to such third party or any other third party); and (b) shall not use or disclose the same for any commercial or competitive purpose whatsoever, and may only use the same for the Purpose. Except as otherwise required by applicable law, including, without limitation, securities laws and the rules and listing requirements of applicable securities exchanges, neither Party hereto shall publicly announce or otherwise disclose, without the prior written consent of the other Party, (a) any discussions relating to the Purpose, or (b) the existence of this Agreement.

3. **Ownership of Confidential Information.** Confidential Information is the exclusive property of the Disclosing Party, is disclosed solely for the Purpose, and is to be used or disclosed by the Receiving Party only in such limited manner as is specifically permitted by the provisions of this Agreement.

4. **Care of Confidential Information and Disclosure to Employees.** The Receiving Party shall use the same standard of care in maintaining the confidentiality of the Disclosing Party's Confidential Information as the Receiving Party uses for its own Confidential Information, and that standard shall be a reasonable standard of care. The Receiving Party may only disclose a Disclosing Party's Confidential Information to its employees, subcontractors, or agents who need to know the Confidential Information for the Purpose and shall advise such parties of the confidential nature thereof and otherwise shall take all necessary and reasonable precautions to prevent the unauthorized disclosure of such information by such parties.

5. **Protected Health Information.** All individually identifiable health-related information or "PHI" (as defined by HIPAA) shall be used and disclosed only as permitted by applicable state and federal laws, including, without limitation, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). If the Parties execute a Business Associate Agreement pursuant to HIPAA ("BAA"), then such BAA shall govern and control the applicable PHI in accordance with HIPAA.

6. **Disclosures Required By Law.** A Receiving Party may disclose Confidential Information to the extent the disclosure is required by applicable law or other legal process, including, without limitation, order of a court of competent jurisdiction or a valid administrative, congressional or other order, subpoena, civil investigative demand, applicable securities laws and the

rules and listing requirements of applicable securities exchanges, in which case, it will promptly notify the Disclosing Party and cooperate with the Disclosing Party, at the Disclosing Party's expense, in connection with obtaining a protective order.

7. **Remedies for Breach.** A Disclosing Party would be irreparably harmed by a breach hereof by the Receiving Party and damages are difficult if not impossible to assess as a result of such breach; consequently the Receiving Party agrees that the Disclosing Party shall be entitled to injunctive relief or such other equitable relief to prevent a breach, threatened breach, or continuing breach of this Agreement and to secure the enforcement of this Agreement. Nothing herein shall be construed as prohibiting either Party from pursuing any other remedies available to that Party for any breach of this Agreement, including the recovery of monetary damages from the breaching Party.

8. **Entire Agreement; No Obligation to Consummate Transaction.** This Agreement embodies the entire understanding between the Parties relating to the Purpose and supersedes and replaces any and all prior understandings, arrangements and agreements, whether oral or written, relating to the use and disclosure of Confidential Information. This Agreement may only be revised by a writing executed by the Parties hereto. No Party is obligated with respect to consummating the Purpose until a definitive agreement has been concluded.

9. **Mutual Representations.** Each Party represents: (a) it has the power and authority to execute, deliver and perform its obligations under this Agreement, and (b) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms.

10. **Binding Effect.** This Agreement shall bind and inure to the benefit of the Parties and their permitted assigns and successors.

11. **No Assignment.** This Agreement may not be assigned or transferred nor the duties herein delegated, in whole or in part, without the prior written consent of the other Party.

12. **Waiver.** No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Governing Law.** Each Party agrees that this Agreement shall be interpreted, construed and enforced

in accordance with the laws of the State of Tennessee, except for its conflict of law principles.

14. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together comprise one and the same instrument.

15. **Amendments**. There shall be no amendment to this Agreement except in the form of a separate addendum to be entitled "Rider" citing to the section of this Agreement so amended. Riders executed contemporaneously with this Agreement need not be separately signed. Riders executed after the Effective Date shall be signed by the Parties hereto.

Letter of Agreement for Blue Zones Project Site Visit

Re: Letter of Agreement

Blue Zones Project Site Visit for Walla Walla, Washington ("Site Visit") by Sharecare, Inc. for.

Walla Walla University
c/o: David Lopez
204 S. College Ave, College Place, WA 99324
Office 509.527.2100
che@wallawalla.edu

This letter of agreement ("Letter of Agreement") confirms the agreement between Sharecare, Inc. ("Sharecare") and Walla Walla County Department of Health ("Sponsor"), with respect to the above-captioned Site Visit, as described in Exhibit C, attached. This Letter of Agreement is subject to the Terms and Conditions set forth in Exhibit A, attached.

Subject to the terms of this Letter of Agreement, including Exhibit A, attached, in consideration of Sponsor's payment to Sharecare of Fifty Thousand Dollars (\$50,000) ("Site Visit Fee"), Sharecare agrees to conduct and facilitate the Site Visit and to provide the deliverables as set forth in Exhibit C. Sharecare will invoice Sponsor at the address set forth above for the first half of the fees (\$25,000) upon signing of the contract and the second half (\$25,000) immediately following the delivery of the Site Visit Report. Sponsor shall make all payments within thirty (30) days of receipt of invoice.

Please indicate your consent to this Letter of Agreement by signing below.

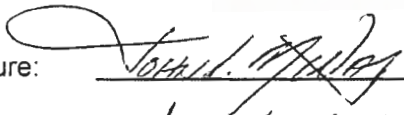
Sincerely,

ACCEPTED AND AGREED:

Michael Acker

SVP, Blue Zones Project General Manager,
Sharecare, Inc.

Contracting Organization: Walla Walla University

Signature: 

Printed Name: John K. McVay

Date: 11/5/18

Exhibit A – Terms and Conditions

This Letter of Agreement is subject to the terms and conditions set forth below:

1. Sharecare will invoice Sponsor for the Site Visit Fee in accordance with the terms of the Letter of Agreement. Should any invoice remain unpaid for more than thirty (30) days, interest shall be paid at a rate of one and a half percent (1.5%) per month. Any taxes arising out of this Letter of Agreement, other than those on Sharecare's net income or gross receipts, shall be Sponsor's responsibility.
2. Upon full and final payment, Sharecare will deliver to Sponsor the Report, as described in **Exhibit C**, and Sponsor shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, distribute, transmit, and display the Report, solely for its internal business use. All other rights in the deliverables and related intellectual property rights remain in and/or are assigned to Sharecare. In no event will Sharecare be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables. In addition, Sharecare will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing services.
3. Sponsor acknowledges that the Site Visit and Sharecare's performance of its obligations are dependent upon active cooperation, participation and provision of current and accurate information by Sponsor and the other parties identified by Sponsor as relevant to and interested in the BZP. Sponsor will, and will use reasonable efforts to ensure that relevant third parties will, perform the tasks and fulfill the responsibilities reasonably requested by Sharecare in connection with the Site Visit, including as identified in **Exhibit C**, so that Sharecare may perform its obligations and provide the deliverables described in this Letter of Agreement.
4. Sharecare warrants that it will perform its obligations in connection with the Site Visit in a professional and workmanlike manner. SHARECARE MAKES NO OTHER WARRANTY CONCERNING THE SERVICES, ANY DELIVERABLES OR MATERIALS, OR THIS LETTER OF AGREEMENT. EXCEPT AS PROVIDED HEREIN, ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE, ARE HEREBY DISCLAIMED.
5. Sponsor shall defend, indemnify and hold harmless Sharecare from and against any third-party claim arising out of Sponsor's use of the services or of any deliverables provided to Sponsor.
6. The sole liability of Sharecare to Sponsor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Letter of Agreement will be the payment of direct damages, not to exceed (in the aggregate) the fees received by Sharecare in connection with this Letter of Agreement. In no event shall Sharecare be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses (including, but not limited to, business interruption, lost business, lost profits or lost savings), even if it has been advised of their possible existence.
7. Sponsor shall retain responsibility for its compliance with all applicable federal, state and local laws and regulations relating to this Letter of Agreement and to its use of the services and the deliverables in connection with this Letter of Agreement.

8. This Letter of Agreement and the Non-Disclosure Agreement previously executed by the Parties sets forth the entire understanding between the Parties with respect to their subject matter and supersede all other prior agreements, conditions, warranties, representations, arrangements and communications, whether oral or written, and whether with or by Sharecare, any of its affiliates, or any of their employees, officers, directors, agents or members. The terms and conditions of this Letter of Agreement may not be modified or amended except by the mutual written agreement of the Parties. No waiver of any right or obligation arising under this Letter of Agreement shall be effective, including by failure to enforce any such right or obligation, unless it is in writing and signed by the Party against which it is sought to be enforced. This Letter of Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes, constitute one and the same instrument.

9. Neither Party will be liable for any delays or failures to perform due to causes beyond its reasonable control, but the affected Party will notify the other Party of such known failures or delays and will promptly resume performance when the circumstances preventing performance are alleviated.

10. Each Party is an independent contractor and does not have the authority to bind or commit the other. Nothing in this Letter of Agreement creates or shall be deemed or construed to create a partnership, joint venture fiduciary or agency relationship between such Parties for any purpose.


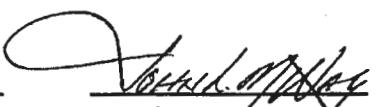
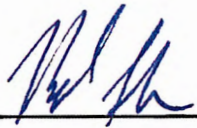
Exhibit B

BZP COMMUNITY DEVELOPMENT AGREEMENT

Community Name: Walla Walla, Washington

We understand our leadership's and community's responsibilities to engage the BZP Team as described in the Community Development Process document. We will make best efforts to supply the necessary resources and leadership at each stage of the process. We will work in partnership with the BZP Team. We understand that proprietary information may be shared with the community champions, and such proprietary information may not be shared without the express permission of the BZP Team.

Community Champions

Date:	<u>11/6/2018</u>		
Signature(s):			
Printed name(s):	<u>Meghan DeBolt</u>	<u>John K. McKay</u>	<u>Nabil Shawa</u>
Title:	<u>Director</u>	<u>President</u>	<u>City Manager</u>
Organization:	<u>Department of Health</u>	<u>Walla Walla University</u>	<u>City of Walla Walla</u>

BZP:

We understand the BZP Team shall make best efforts to meet the pace of community readiness with the appropriate and timely resources to complete each phase of activities as described in the Community Development Process document. We will work in partnership with the community leadership team.

BZP Leadership

Date: _____

Signature: _____

Printed name: _____

Title: _____

Exhibit C- Site Visit Scope Document

Site Visit Preparation Call

BZP Team will host a Site Visit preparation call with the community organizers. The Site Visit preparation call shall take place no more than eight (8) weeks prior to Site Visit unless mutually agreed between the Parties. Topics addressed, and as stated in the table below, will include roles and responsibilities, venue and logistics, and expectations necessary for Site Visit.

Respective Roles and Responsibilities for Site Visit

BZP Team	Community Organizers
Generate marketing and promotional materials for Site Visit	Secure venue with necessary equipment for presentations, focus groups, and evening BZP networking event
Provide directions for stakeholder list, invitation language, and recommended schedule for such completion	Complete stakeholder invitation list, extend invitations, arrange 1:1 stakeholder meetings
Deliver BZP community transformation presentation and value of BZP presentation	Lead welcome and closing for BZP presentations
Conduct evening BZP networking event	Promote evening BZP networking event
Facilitate focus groups and 1:1 stakeholder conversations	Encourage attendance at presentations and focus groups
Lead Site Visit debrief meeting	Participate in Site Visit debrief meeting

Deliverables:

- BZP Proposal no later than four (4) weeks after Site Visit
- BZP value presentation and value brief at the time of Site Visit
- Report no later than four (4) weeks after Site Visit

Sample Schedule Site Visit

Day 1:

Community-Led Presentation (evening)

The community will lead a presentation to the Blue Zones Project team showcasing the community's strengths, challenges, opportunities, and current initiatives underway to improve well-being.

Day 2:

Blue Zones Project Community Transformation Presentation (morning)

The Blue Zones Project team will present an overview of the history of the Blue Zones research, the evolution of the Blue Zones Project model, our implementation approach, a summary of national results, and the value proposition for doing Blue Zones Project.

Focus Groups (late morning and afternoon)

Blue Zones Project will facilitate focus groups and one-on-one meetings with key leaders to discuss strengths, challenges, and opportunities across key Blue Zones Project sectors (schools, worksites, policy, faith-based, individual engagement).

Friends@5 (early evening)

Blue Zones Project will host a Friends@5 networking event that allows community leaders to learn about the Blue Zones Project and that provides an opportunity to generate excitement among community members.

Day 3:

Sponsor Executive Value Meeting (morning)

For potential funders and philanthropic leaders, Blue Zones Project will dive deep into the value proposition and potential impact of bringing Blue Zones Project to the community.

Stakeholder Conversations (throughout three days)

BZP will facilitate one-on-one meetings with key leaders to discuss strengths, challenges, and opportunities across key BZP sectors (schools, worksites, policy, faith-based, individual engagement).

Site Visit Debrief Meeting

The Blue Zones Project Team will facilitate a debrief meeting with the community organizers to share preliminary observations from the Site Visit, discuss the potential scope of a Blue Zones Project for the community, and communicate next steps.



Department of Community Health Team:

- Clinic Services Division Manager – Position has been FILLED. Kara Brey Meyer will start on December 17th. Kara is a Registered Dietitian Nutritionist, with her Dietitian Certification from DOH and a MPH in Nutrition Sciences. Kara is excited to join the DCH team and learn about the programs that she will help to oversee, as with all of the additional work we do.
- Public Health Immersion Intern – Katelind Morales is interning with us up to 70 hours per month through Spring 2019. Her focus will be Communicable Disease; however, she will be reaching out to all programs to get a better feel for Community Health and what we do. So, please take her under your wing.

Business Office:

- New Contract Procedure: To streamline our internal contract procedure, we have created a Contract Procedure that will be used for contract/grant lifecycle management. The team has been training on the procedure and we are holding meetings with each Program Coordinator to review their specific contracts.
- 2019 Contracts – most contracts are in place and built into AmpliFund.
- AmpliFund: Our grant management system is doing great. There are a few easy mistakes that I am making consistently and know others are as well – thus, I am going to start to hold a monthly standing T&A session for AmpliFund. This will be to discuss specific concerns, ideas, etc... and/or to troubleshoot problems.
- Con Con Amendments:
 - Original Contract: \$782,824 (January 1, 2018 to December 31, 2012)
 - Amendment 1: April 2018 + \$3,000 = \$785,824
 - Childhood Lead Prevention
 - Amendment 2: July 2018 + \$32,474 = \$
 - Emergency Preparedness
 - SNAP (Supplemental Nutrition Assistance Program)
 - WIC
 - Amendment 3: July 2018, + \$505,261 = \$1,323,559
 - Communicable Disease
 - Hepatitis B
 - Promotion of Immunizations
 - Marijuana Prevention
 - Drinking Water – Group A&B
 - Amendment 4: September 2018, +169,883 = \$1,493,443
 - Emergency Preparedness
 - SNAP
 - Lead exposure
 - Maternal Child Health Block Grant
 - Hepatitis B
 - Promotion of Immunizations
 - WIC
 - Amendment 5: November 2018, +3,049 = \$1,496,492
 - Emergency Preparedness, increase of \$889 for general deliverables
 - WIC, increase of \$2,160 to cover annual training requirements

Foundational Public Health Services:

- Environmental Health – No update.
- Communicable Disease – We are able to keep up with the workload and even do more. Katelind went to Spokane in late November and learned a great deal about how they handle CD and some opportunities for us to be more efficient and effective.

Community Health Needs Assessment: DONE! If you would like a copy, please see Morgan.



Community Health Improvement Plan: We are working with a newly formed health coalition, the Blue Mountain Regional Community Health Partnership (BMRCHP), on processing the data and forming a new CHIP. Katherine Bohem, with Walla Walla Clinic, is facilitating the CHIP process, which take place this Fall (September through December 2018).

Veterans: No update. Other than – thank you TRACY for making great binders and keeping things organized.

Homeless/Housing:

- The Council on Housing, former Council on Homelessness, is accepting applications. Please see Sierra for information.
- Funding Allocation:
 - City of WW regarding the City/County partnership in addressing homelessness. The City and County are in agreement on contract terms and we will be getting a contract in place for operations of the Sleep Center starting January 1, 2019. In addition, the County will remit additional funds collected from July through December 2018 to the City to help with the relocation and capital expenditures of the Sleep Center (the extra funds are from the increase in document recording fees – we are expecting \$100,000 per year more).

Behavioral Health: Behavioral Health rose to the top in our CHIP process, thus there will be a good deal of strategizing in this area in the months to come. A starting point is this Thursday, when Jess/Peggy and I meet with our CHAB Chair and team to discuss how to streamline and merge some of our behavioral health focused committees/coalitions in the community.

Other:

- State Health Improvement Planning Committee: This work is ongoing and has been a wonderful learning experience for me. As a refresher - I was asked by Jon Weisman, Secretary of Health, to serve on the SHIP Committee. I have traveled to Seattle over the fall to meet with a multi-stakeholder steering committee. The Vision for the SHIP is based on Health Equity and we will be using this in our local CHIP process.
- APHA, San Diego: The focus for APHA was on Health Equity (a recurring theme in Public Health) and was a wonderful experience. I sat on a panel for the SHIP and was able to brag about the great work we do in Walla Walla.
- WSALPHO: Although I missed the County Leaders Conference in Tacoma (WSALPHO's fall meeting time, as with ACHS and several other associations, including WSAC) – I was elected as the ELC (Executive Leadership Committee) chair. The ELC is for all 'senior' leaders within their organizations (thus administrators) and has a very vague focus. I am hoping to be able to infuse some new energy into this committee and leverage the work we do here in Walla Walla.
- Blue Zones:

Upcoming:

- November 28 – Anchor Community Initiative Kick Off (A Way Home WA)
- November 29th – SHIP Steering Committee meeting
- December 10th - CHAB Monthly Meeting
- December 13th – VRAB Monthly Meeting
- December 18th – DCH Staff Holiday Party
- December 18th – BMRCHP Meeting
- December 20th – GCACH Monthly Board Meeting
- January 21-23rd – Blue Zones Site Visit

11:00 COUNTY COMMISSIONERS

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

12:00 RECESS

1:30 COUNTY COMMISSIONERS

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

- A D J O U R N -

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

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