

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, AUGUST 2, 2021**

**Effective July 12th, 2021 Commissioners will resume in person public meetings and continue to host the meetings via WebEx.**

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

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

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

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

**10:00 A.M. COUNTY COMMISSIONERS**

**Chairman Tompkins**

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

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)
- f) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- g) **Consent Agenda Items:**
  - 1) Resolution – Interagency Agreement between Walla Walla County and Washington State University
  - 2) Resolution – Setting a date for a public hearing to consider a proposed ordinance related to wheeled all-terrain vehicles pursuant to RCW 46.09.455
  - 3) Authorize Chair to sign Antenna Co-location Agreement re: Pike’s Peak site
  - 4) Payroll action and other forms requiring Board approval
- h) **Action Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ (payroll draws dated July 15, 2021); \_\_\_\_\_ through \_\_\_\_\_, totaling \$ \_\_\_\_\_ (July payroll); \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_, (benefits and deductions)
  - 2) Proposal 2021 08-02 SUP CT Approval to apply for American Rescue Plan Act (ARPA) Law Library Grant with the Washington State Library, Office of the Secretary of State
  - 3) Resolution – Adjusting the boundary of the County of Walla Walla to exclude approximately .24 acres contiguous to the Walla Walla city limits and taking such other action related thereto

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

IN THE MATTER OF AN  
INTERAGENCY AGREEMENT  
BETWEEN WALLA WALLA  
COUNTY AND WASHINGTON  
STATE UNIVERSITY

}

**RESOLUTION NO. 21**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall approve and sign an Interagency Agreement between Washington State University Cooperative Extension and Walla Walla County (Appendix A, Professional Services Contract) to provide extension services, with said agreement to be for the period January 1, 2022 through December 31, 2022.

**BE IT FURTHER RESOLVED** that the County's portion for said Agreement is increased to \$89,841 (eighty-nine thousand eight hundred forty-one dollars), an increase of \$3,265.00.

**BE IT FURTHER RESOLVED** that the county's portion reflects a contribution toward the compensation for two extension agents (faculty) as well as one administrative professional.

**BE IT FURTHER RESOLVED** that currently the County Director position is held by Debbie Williams, and although the Extension Faculty position (one of the two positions referenced above) remains vacant, Washington State University Extension has indicated that filling that position is a priority.

**BE IT FURTHER RESOLVED** that it is the intent of this Board that, subject to separate approval, monies for the second Extension Faculty position will not be expended for anything other than that position in the 2022 County Budget.

Passed this 2<sup>nd</sup> day of August, 2021 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

Attest:

\_\_\_\_\_  
Jill Munns, Assistant Clerk of the Board

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

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

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

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

**MEMORANDUM OF AGREEMENT**

**Between**

**WASHINGTON STATE UNIVERSITY EXTENSION**

**And**

**Walla Walla County**

**APPENDIX A**

The following funds will be provided under this Memorandum of Agreement for the period January 1, 2022 through December 31, 2022 to provide an extension program.

Federal Funds	\$ <u>0</u>	Non-Federal Funds	\$ <u>93,106</u>
TOTAL FUNDS		\$ <u>93,106</u>	

It is understood that non-Federal funds provided by the County in support of this agreement may be identified by WSU as match for Federal capacity program (Hatch Act, Smith-Lever Act, etc.) funds received by WSU to support Extension activities.

_____	Date	_____	Date
Vicki McCracken		County Commissioners	
Extension Director			
WSU Extension			

_____	Date
Daniel G. Nordquist	
Associate Vice President	
Office of Research Support & Operations	

INTERAGENCY AGREEMENT  
 Between  
 WASHINGTON STATE UNIVERSITY EXTENSION  
 And  
 Walla Walla County

**APPENDIX A**  
**Detail**

Professional Services Contract

The following individuals will be jointly funded under this Memorandum of Agreement through a WSU Personal Services Contract for the period January 1, 2022 through December 31, 2022.

Number		\$ Amount for County Portion
<u>1</u>	County Director *	\$ <u>24,998</u>
<u>1</u>	Extension Faculty	\$ <u>23,179</u>
<u>1</u>	Administrative Professional	\$ <u>44,929</u>
<u>          </u>	Classified Staff	\$ <u>          </u>
<u>          </u>	Time-Slip (Hourly)	\$ <u>          </u>
	<b>Total</b>	<b>\$ <u>93,106</u></b>

\*Includes department head responsibilities for one Extension Educator.

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

IN THE MATTER OF SETTING A DATE  
FOR A PUBLIC HEARING TO  
CONSIDER A PROPOSED  
ORDINANCE RELATED TO WHEELED  
ALL-TERRAIN VEHICLES PURSUANT  
TO RCW 46.09.455



**RESOLUTION NO. 21**

**WHEREAS**, RCW 46.09.455 restricts wheeled all-terrain vehicles from being used on public roadways in a County with a population of fifteen thousand or more, unless the County passes an ordinance allowing such uses; and

**WHEREAS**, RCW 46.09.455 restricts wheeled all-terrain vehicle use to roads with speed limits of 35 miles or less; and

**WHEREAS**, Walla Walla County has proposed an ordinance for operation of wheeled all-terrain vehicles on County roads with speed limits of 35 miles or less in Walla Walla County; and

**WHEREAS**, RCW 46.09.455(c)(iii) authorizes the Board of County Commissioners to pass an ordinance to operate wheeled all-terrain vehicles on designated county roads with speed limits of 35 miles or less in Walla Walla County; and

**WHEREAS**, the Board of County Commissioners conducted a workshop regarding the proposed ordinance on Monday, March 29, 2021; and

**WHEREAS**, it is necessary to hold a public hearing to consider the proposed ordinance; and

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

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

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

**NOW THEREFORE BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that a public hearing to receive testimony from the public regarding this request, shall be set for August 16, 2021 at 11:15 a.m. in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington. Remote public participation will be allowed via WebEx and telephone.

*Passed this 2<sup>nd</sup> day of **August, 2021** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Jill Munns, Assistant Clerk of the Board

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

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

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

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

# **ANTENNA CO-LOCATION AGREEMENT**

*Re: Pike's Peak Site*

**THIS ANTENNA CO-LOCATION LEASE AGREEMENT** (the "Agreement") is effective August 1, 2021 (the "Effective Date") and entered into by and between the **Umatilla Morrow Radio and Data District**, an Oregon governmental entity ("Lessee"), and the **County of Walla Walla**, a political subdivision of the State of Washington ("Lessor"). References in this Agreement to Walla Walla County include the Walla Walla County Board of Commissioners and Walla Walla County's designated public safety communications management entity, WESCOM, managed by the City of Walla Walla. Lessee and Lessor are referred to individually herein as a "Party" and collectively as the "Parties."

## **I. RECITALS**

**Whereas**, Lessor leases the real property located in Umatilla County, Oregon, as described and depicted in **Exhibit A** to this Agreement (the "Property"); and

**Whereas**, Lessor has the right to sublease the Property to Lessee with consent of the Landlord, Pike's Peak Towers, LLC; and

**Whereas**, Lessee operates a Transmitter system that serves the area in which the Property is located, and desires to construct upon a portion of the Property a radio communication antenna facility, including but not limited to a base station, antennas, transmitters, associated communication equipment and utilities as described in **Exhibit B** in this Agreement (the "Facility"); and

**Whereas**, Lessee wishes to construct improvements to the property, including improving the driveway, graveling the tower base and fencing the radio tower site; and

**Whereas**, Lessor and Lessee desire to enter this Agreement for the purpose of permitting Lessee to construct, operate, and maintain the Facility, and for conducting any other lawful activities on that portion of the Property which is subject to this Agreement; and

**Whereas**, the Parties may review additional opportunities to co-locate radio facilities in the future, with additional agreements being executed on a case-by-case basis.

**Now, therefore**, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

## **II. AGREEMENT**

### **1. LEASE ACCESS.**

**1.1** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, on the terms and conditions of this Agreement that portion of the Property which is occupied by Lessee to

include a location on the Property to install, maintain and replace the Facilities.

**1.2** Lessor hereby grants to Lessee during the term of this Agreement, including any renewals of this Agreement, an access license over the Property for use by Lessee for motor vehicle access to the Property for the purposes of installing, operating, maintaining and repairing the Facilities.

**1.3** Lessee shall have, as appurtenant to the Premises, right to use the common areas relating to the Premises (“Common Areas”) throughout the Initial Term or any Extended Term. The uses to be made of the Common Areas shall, unless otherwise agreed by the Parties, conform to the uses made of such Common Areas prior to the commencement of the Agreement Term. Lessee agrees not to utilize Common Areas as storage facilities or an overnight parking area.

## **2. TERM, COMMENCEMENT AND EXPIRATION.**

This Agreement shall commence on the Effective Date first identified above, and the term of this Agreement shall be governed by the underlying lease between Walla Walla County and Pike’s Peak Towers, LLC, which expires October 1, 2028 (the “Lease Term”). So long as authorized by the underlying lease, this Agreement may be renewed in writing with similar terms and a rental fee adjustment. Any extension or modifications to the underlying lease may be executed at the sole option of the County. This Agreement may be terminated by either Party with twelve (12) months’ written notice.

## **3. RENT.**

**3.1** In consideration of Lessee’s rent, Lessee shall be entitled to the use of the Property at the Pike’s Peak Tower Site. Lessee’s rent shall be \$1,800 per year to until October 1, 2023, at which time it will be increased to \$1,950. Rent for the upcoming year shall be paid on or before October 1 for the Term of the Agreement. Rent for the months of August and September 2021 shall be prorated at \$150 per month, and due on October 1, 2021 in addition to the one-year payment.

**3.2** In the event that a substantial change in either Party’s antennae design, operating frequencies or power output occurs, a computer analysis by an engineering consultant may be necessary. The Party proposing the antennae design change is solely responsible for commissioning the analysis and paying all related expenses.

**3.3** Lessor will provide Lessee with sufficient space on the Tower and on the Transmitter Site to install necessary base station radio cabinet(s) and to accommodate microwave equipment used by Lessee in the operation of its radio equipment.

## **4. POSSESSION.**

If Lessor is unable to deliver possession of the Property at the commencement of this Agreement, Lessee shall not be liable for any rent until possession is delivered. Lessee may immediately

terminate this Agreement if possession is not delivered within ninety (90) days of the Effective Date hereof.

## **5. CLEAN-UP.**

Lessee shall maintain the Property it occupies in a clean and neat condition.

## **6. LESSOR'S RIGHT OF ENTRY.**

Lessor agrees to permit Lessee and Lessee's agents and representatives to enter upon the Property at reasonable times for the purpose of inspecting the same.

## **7. USES.**

**7.1** The Property is to be used only in connection with operation of Lessee's communications equipment and for no other business or purpose without the prior written consent of Lessor. Lessee agrees not to occupy or use, or permit any portion of the Property to be used, for any purpose which is unlawful or deemed to be hazardous. Lessee is responsible for maintenance and operation of its equipment. In the event of emergency repair of critical equipment owned by the Lessor, such as power generation or HVAC, Lessee may, with e-mailed approval from WESCOM, arrange for such repairs.

**7.2** Lessee shall install and operate transmission equipment (the "Transmission Equipment") as described in **Exhibit B**. Lessee shall update **Exhibit B** as and when there are changes in transmission equipment installation configuration. Updated **Exhibit B** lists shall be mailed to Lessor.

**7.3** The Parties mutually agree to comply with all laws, ordinances, orders, rules and regulations (municipal, county, state, and federal) relating to the use, condition or occupancy of the Property.

**7.4** Lessee is authorized to install and/or make the following improvements:

**7.4.1** Six-foot high cyclone fence, topped with three angled runs of barbed wire that would increase the overall height of the fence by approximately 12 inches. The fence will extend beyond the concrete pad by approximately three feet on the southeast and the northeast side. The fence will extend far enough to enclose all site related structures and equipment while keeping at least three feet of distance from these items. The fence will have a vehicle gate.

**7.4.2** Gravel over landscaping felt extending beyond the fence on all but the northeast side by one foot. Gravel will extend approximately 14 feet on the north side to allow for vehicle parking. Existing site entrance/exit routes from and to the main access road will be graded and graveled.



7.4.3 Grade and gravel the main access road from Pike's Peak Road to the second site access driveway.

## **8. ENVIRONMENTAL MATTERS.**

8.1 Lessor represents that it is not aware of any release of Hazardous Substances (as defined below) on the Property. Lessor will indemnify, protect, defend and hold harmless Lessee from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, including clean-up costs, damages and expenses, including, without limitation, reasonable attorney's fees, sustained or incurred by Lessee pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, relating to the release by Lessor or its agents, employees or contractors of any hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, Hazardous Substances) in, upon or beneath the Property.

8.2 With the exception of Hazardous Substances that are legally used in the normal course of its business, neither Lessor nor Lessee will bring to, transport across or dispose of any Hazardous Substances on the Property without the other's prior written approval, which approval will not be unreasonably withheld, except Lessee may keep on the Property substances used in back-up power units (such as batteries and diesel generators) commonly used in the wireless communications industry. Lessee's use of any approved substances constituting Hazardous Substances must comply with all applicable laws, ordinances and regulations governing such use.

## **9. INSURANCE; INDEMNIFICATION.**

Lessee agrees to provide and maintain general liability and property damage coverage, which shall include motor vehicle liability and property damage coverage, with limits of not less than \$2,000,000 per occurrence. Lessee shall provide a letter from its insurer documenting the particulars of this process. Said coverage shall not be discontinued or reduced without thirty (30) days prior written notice to Lessor. Within the limits of the Oregon Tort Claims Act [ORS 30.260 to 30.300], Lessee is obligated to defend, indemnify and hold Lessor harmless from all liabilities resulting from its use of the Property and work performed by Lessee or persons performing under Lessee's direction and authority at this Property.

## **10. ASSIGNMENT AND SUBLETTING.**

Lessee may not assign this Agreement without prior written consent of Lessor. Lessee will not sublease any portion of the Property.

## **11. SURRENDER OF PREMISES.**

Within thirty (30) days of expiration or termination of this Agreement, Lessee shall, at its expense: (i) remove its Facilities located at the Property; and (ii) quit and deliver up the Property to Lessor peaceably and quietly in as good order and condition as the same was on the date hereof, ordinary

wear and tear excepted. Lessee shall repair any damage to the Site resulting from the removal of Lessee's property.

## **12. QUIET ENJOYMENT.**

Lessor covenants that Lessee shall, and may peacefully have, hold and enjoy the Property, subject to the provisions of this Agreement, provided Lessee pays the Rent herein recited and performs all of Lessee's covenants and agreements herein contained.

## **13. COSTS AND ATTORNEYS FEES.**

If by reason of any default on the part of Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any Rent due hereunder, or for breach of any provision of this Agreement or to recover possession of the Property, or if Lessee shall bring any action for any relief against Lessor, declaratory or otherwise, arising out of this Agreement, then the non-prevailing Party in such action shall pay the other Party's reasonable attorney's fees and all reasonable costs incurred by it in connection with such default or action.

## **14. DEFAULT.**

If Lessee defaults in the payment of Rent, or defaults in the performance of any other covenants or conditions hereof, Lessor may give Lessee written notice of such default and if Lessee does not cure any such default within thirty (30) days (or commence reasonable efforts to cure), then Lessor may treat such occurrence as a breach of this Agreement.

## **15. INTERFERENCE.**

**15.1** Lessee shall not cause, by its transmission or activities at the Property, interference of any kind whatsoever to the activities or facilities of Lessor or others who have entered into an Agreement with Lessor prior to the execution of this Agreement (unless the other party has modified its transmission or activities after Lessee has executed the Agreement). If such interference occurs and cannot be reduced to levels reasonably acceptable to Lessor, Lessee must immediately cease such transmissions from the Property upon notice from Lessor until such interference is eliminated. If such interference cannot be eliminated within a reasonable time as shall be reasonably established by Lessor's consulting engineer, which shall not be less than ten (10) business days, then Lessor may elect to terminate this Agreement by giving ten (10) days prior written notice to Lessee. As used in this Agreement, "interference" means a condition existing which causes degradation of a transmission signal or otherwise constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association and the rules and regulations of the FCC then in effect.

**15.2** Lessee shall be afforded, and Lessor shall provide, the same interference protection described in 15.1 from any party that becomes a Lessee after execution of this Lease.

## 16. NOTICES.

Except as otherwise specifically set forth herein, any demand, request or notice which either Party hereto desires, or may be required to make or deliver to the other, shall be in writing and shall be deemed given when personally delivered, or when delivered by private courier service that customarily delivers on the next business day and issues receipts (such as Federal Express), or three (3) days after being deposited in the United States mail, in registered or certified form, return receipt requested, addressed as follows:

To Lessor:

Walla Walla County  
Clerk of the Board  
314 West Main Street  
Room 203  
Walla Walla, WA 99362

To Lessee:

Administrator  
Umatilla Morrow Radio and Data District  
4700 NW Pioneer Place  
Pendleton, OR 97801

And to:

City Manager  
City of Walla Walla  
15 N. Third Avenue  
Walla Walla, WA 99362

or to such other address, and/or person as either Party may communicate to the other by like written notice.

## 17. MISCELLANEOUS.

**17.1 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Lessor, its successors and assigns, and shall be binding upon and inure to the benefit of Lessee, its successors and assigns.

**17.2 Severability.** Lessor and Lessee intend for this Agreement to comply with FCC rules, regulations and policies, the applicable state and local laws and regulations, and any covenants or restrictions of record. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties agree that if any provisions are deemed unenforceable, they shall be deemed modified to the extent necessary to make them enforceable.

**17.3** Authorized Signatories. The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

**17.4** Law and Venue. The terms hereof shall be construed according to the laws of Washington State. Venue shall be Walla Walla County.

**17.5** Captions. The captions in the Agreement are for convenience only and are not part of this Agreement.

**17.6** Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**17.8** Authority. Lessor covenants that it has the authority to enter into this Agreement, and agrees to pay rents due to Lessor hereunder.

**17.9** Electronic Signatures. Consistent with Chapter 19.360 RCW as amended or recodified, execution of this Agreement may be by electronic signature, and the fact of such execution shall in no way negate or otherwise affect the Agreement's enforceability.

**18. COMPLETE AGREEMENT.**

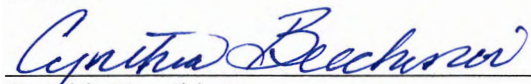
This Agreement represents the entire agreement between Lessor and Lessee with respect to the subject matter addressed herein. No representations have been made by either Party that are not fully contained herein.

**Landlord Consent:**



Thomas Beechinor  
Managing Member  
Pike's Peak Towers  
5323 Cottonwood Road  
Walla Walla, WA  
99362

Dated: 7/22/21



Cynthia Beechinor  
Member  
Pike's Peak Towers, LLC  
5323 Cottonwood Road  
Walla Walla WA  
99362

Dated: 7-22-21



**EXHIBIT A**  
**DESCRIPTION OF PROPERTY**

The premises referenced in the October 1, 1998 lease between the City of Walla Walla and the Thomas and Cindy Beechinor, which was assigned to Walla Walla County (as Lessee) and to Pike's Peak, LLC (as Lessor) on September 6, 2011. The Premises is described as: A 50' by 50' piece of property in the Southwest Quarter of Section 15, Township 6 North, Range 37 East W.M., in Umatilla County, State of Oregon.

**EXHIBIT B  
PIKE'S PEAK SITE EQUIPMENT**

- 1 ea. 19" Equipment rack with grounding and power strip.
- 4 ea. TN9400 base stations.
- 1 ea. Transmit/Receive Antenna.
- 1 ea. Tower top receive amplifier.
- 1 ea. Site Switch
- 1 ea. Receive Multicoupler.
- 1 ea. Transmit Combiner
- 1 ea. GPS UNIT with Antenna

**Battery System:** 1 19" rack with power system and batteries.

**Microwave System Equipment:**

- 1 ea. 19" rack with 1 power Distribution Unit and 1 MSS Shelf
- 1 ea. 4' Microwave Dish Antenna with two (2) Outdoor Unit Microwave Radios in a 1+1 redundant configuration.
- 2 ea. CAT 6-type cable runs up the existing tower to the radios.

Back-up power, grounding improvements and other improvements that do not interfere with Lessor's equipment or operations may be installed so long as written permission is received from Lessor's agent, WESCOM, managed by the City of Walla Walla.

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

IN THE MATTER OF ADJUSTING THE  
BOUNDARY OF THE COUNTY OF  
WALLA WALLA TO EXCLUDE  
APPROXIMATELY .24 ACRES  
CONTIGUOUS TO THE WALLA  
WALLA CITY LIMITS AND TAKING  
SUCH OTHER ACTION RELATED  
THERETO



**RESOLUTION NO. 21**

**WHEREAS**, Nelson Irrigation Corporation owns certain property located in the Southwest quarter of Section 14, Township 7 North, Ranch 36 East, Willamette Meridian, Walla Walla County Washington. Walla Walla County Tax Assessor's Parcel No. 36-07-14-32-0042; and

**WHEREAS**, Nelson Irrigation Corporation has applied to the City of Walla Walla for a boundary line adjustment to this parcel as allowed under RCW 58.17.040(6). Upon approval of the boundary line adjustment, this parcel would place part of the property partially within the City of Walla Walla and part of the property within Walla Walla County; and

**WHEREAS**, Nelson Irrigation Corporation has petitioned to adjust the boundary of the City of Walla Walla to include the boundary line adjusted parcel in the city limits of Walla Walla; and

**WHEREAS**, section 35.13.340 of the Revised Code of Washington authorizes the adjustment of the boundary of the city to include the remaining portions of a parcel of property partially within a city upon a petition signed by the owner of that property and the adjustment is approved by the county legislative authority; and

**WHEREAS**, the Walla Walla County Commissioners has considered Nelson Irrigation Corporation's petition during a regularly and duly called public meeting of said County Commissioners, has given said petition careful review and consideration, finds that the best interests of the County of Walla Walla will be served by the exclusion of the boundary line adjusted Nelson Irrigation Corporation property from the Walla Walla County limits, and included in the Walla Walla city limits, and that such inclusion is appropriate in good government of the County of Walla Walla;

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners:



**Section 1:** The boundary of the Walla Walla County is hereby adjusted to exclude the following described property from Walla Walla County limits and included in the Walla Walla city limits:

Page 2  
Boundary Adjustment

A PORTION OF ADJUSTED PARCEL 2, RECORD OF SURVEY BOOK 13, PAGE 80, RECORDED APRIL 30, 2018 UNDER AUDITOR FILE NUMBER 2018-03378, RECORDS OF WALLA WALLA COUNTY AUDITOR, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 36 EAST, WILLAMETTE MERIDIAN, WALLA WALLA COUNTY WASHINGTON, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 2, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE BOUNDARY OF SAID PARCEL S.01°59'38"E., 224.49 FEET; THENCE S.88°23'09"W., 47.04 FEET; THENCE DEPARTING SAID BOUNDARY N.01°44'20"W., 222.53 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID PARCEL; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL N.85°57'21"E., 46.08 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 10403.46 SQUARE FEET, OR 0.239 ACRES MORE OR LESS AND BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, COVENANTS OR RESTRICTIONS EXISTING, OF RECORD OR IN VIEW.

**Section 2:** The boundary adjustment authorized by Section one herein shall become effective upon passage of a resolution approving such adjustment by the Walla Walla City Council or written approval by such city official or employee designated by City Ordinance to make such approvals.

Passed this 2<sup>nd</sup> day of **August, 2021** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.

**Attest:**

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

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

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

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

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

**COUNTY COMMISSIONERS (Continued)**

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

**10:15 PUBLIC WORKS DEPARTMENT**

**Tony Garcia**

**a) Bid Opening:**

- 1) Middle Waitsburg Road Project

**b) Consent Agenda Items:**

- 1) Resolution – Request for reimbursable work from Walla Walla County Fairgrounds to grade parking lot and private road including lots 5 and 6 and minor cleanup between the two lots

**c) Department update and miscellaneous**

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

IN THE MATTER OF A REQUEST FOR REIMBURSABLE WORK FROM THE WALLA WALLA COUNTY FAIRGROUNDS TO GRADE PARKING LOT AND PRIVATE ROAD INCLUDING LOTS 5 AND 6 AND MINOR CLEANUP BETWEEN THE TWO LOTS



**RESOLUTION NO. 21**

**WHEREAS**, the Walla Walla County Fairgrounds submitted a Request for Reimbursable Work to grade parking lot and private road including lots 5 and 6 and minor cleanup between the two lots; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners that said Request for Reimbursable Work for the Walla Walla County Fairgrounds be signed authorizing the County Road Department to perform the following work:

- Grade parking lot and private road including lots 5 and 6 with minor cleanup between the two lots.

*Passed this 2<sup>nd</sup> day of **August, 2021** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Jill Munns, Assistant Clerk of the Board

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

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

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

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

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



To: Board of County Commissioners

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

Date: 27 July 2021

Re: Director's Report for the Week of 26 July 2021

**Board Action: 2 August 2021**

**Bid Openings:**

**In the Matter of a Bid Opening – Middle Waitsburg Road Project**

**Resolutions:**

**In the Matter of a Request for Reimbursable Work from The Walla Walla County Fairgrounds to Grade Parking Lot and Private Road Including Lots 5 and 6 and Minor Cleanup between the Two Lots**

**ENGINEERING:**

- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Peppers Bridge Road: Working on right of way acquisition.
- Arch Bridge: Preparing plans and specifications package for advertisement.
- Old Highway 12: Will go out to ad next week with the bid opening on August 30<sup>th</sup>.
- Countywide Guideposts: Contractor is having material supply issues. Hoping to begin work in August.
- Drumheller Bridge: Contractor received materials and completed final task items.

**MAINTENANCE/FLEET MANAGEMENT:**

- Chip sealing is substantially complete.
- Signs and Vegetation performing sign maintenance and assisting with chip seal operations. Will start to paint stripe as soon as we receive our paint supply (which is delayed due to COVID).
- Garage working on routine maintenance.

**ADMINISTRATION:**

- Conducted our weekly Staff, Engineering and Road Operations meetings.
- Attended the Economic Development Informational Meeting (EDIM) conducted by the Port of Walla Walla to provide an update on the Mill Creek GI Study.
- Conducted our 2022 Budget review.
- Participated in a meeting with the City of Walla Walla to get an update on the Taumarson/Prospect/Reser Speed Limit Study.
- Attended a Washington State Association of County Engineers (WSACE) Board of Director's meeting as the Eastern District Representative.

**10:30 COMMUNITY DEVELOPMENT DEPARTMENT**

**Lauren Prentice**

**a)** Department update and miscellaneous

a) **Action Agenda Items:**

1) Proposal 2021 08-02 Approval to apply for High Visibility Enforcement Grant with Washington Traffic Safety Commission

b) COVID-19 update and miscellaneous



# MEMO

Date: 7/14/2021

Proposal ID: 2021 08-02 DCH

To: BOCC

From: Nancy Wenzel  
Administrative Director

Lead Staff: Ruben Hernandez  
Injury Prevention Program Coordinator/Target Zero Manager

Intent – BOCC approval to Apply for High Visibility Enforcement Grant

Topic – High Visibility Enforcement Grant/Traffic Safety Commission

## **Summary – Grant Questionnaire**

1) Name of Grant/Program: Sustained Impaired Driving Enforcement Program High Visibility Enforcement (HVE)

2) New Grant                       Renewing Grant                      Term (# of years): 1 year

3) Is the grant unchanged, and does not require Current Expense funding?

**(If Y, please skip to number 24)**                      Y                      N\_\_\_\_\_

4) How will this grant benefit the county's citizens?

The goal of this program is to make the public aware of local DUI enforcement efforts and create deterrence. This project aims to fund enforcement that follows the best practice model of High Visibility Enforcement (HVE) so that we reduce traffic related deaths and serious injuries caused by impaired driving

5) Is this a program grant or an equipment grant? Program Grant

6) Is this a "one-time only grant" or is it renewable? If renewable, how long is grant anticipated to last? One Time Only

7) If this is a new grant how will the grant support a current program OR how will the program change? This is a new grant, but our program has had these funds in the past by automatic



allocation versus grant application. The program funds law enforcement to participate in HVE campaigns.

8) Does this grant require up front funds? Y\_\_\_\_\_ N\_\_XX\_\_\_\_\_

If so, what is the source of the up-front funds needed to cover costs prior to initial and continuing reimbursements being received?

9) How many employees (new or current) will be paid by the grant? N\_\_n/a\_\_\_\_\_ C\_n/a\_\_\_\_\_

a. If this grant requires new hire(s) and grant ends, how will unemployment costs be funded?

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

11) Would the grant allow for an annual COLA in salary, increase in medical insurance premiums or increases in any personnel benefits? Y\_\_\_, we built this into our budget request\_\_\_  
N\_\_\_\_\_

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

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

14) What fund would support the administration of the grant? \_112\_\_\_\_\_

15) Will the grant allow for the County cost allocation plan to be funded? Y\_\_\_\_\_ N\_\_x\_\_

16) Would the grant require the county to provide office space and/or additional equipment to administer the program? If so, what are the requirements? No

17) Would the program require use of a county vehicle or personal vehicle? Y\_\_\_\_\_, and we budgeted this in\_\_\_ N\_\_XX\_\_

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

Y\_\_\_\_\_ N\_\_\_\_\_

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

- 20) Would acceptance and completion of the grant project in any way OBLIGATE the County to create/enact new ordinance or policies? Y\_\_\_\_\_ N\_\_XX\_\_\_ If so, what obligations?
- 21) Does this grant project include any activities that may fall outside the county's standard policies (personnel policies on travel, hours of work, training required, reimbursement for meeting refreshments, paying for meeting space, etc.?) No
- 22) Will outside consultants be solicited to work on the grant and if so, is a process in place for appropriate selection and oversight of consultant activities? Y\_\_\_\_\_ N\_\_XX\_\_\_ If so, what is the funding source for consultant fees?
- 23) For a program grant, how would the program be funded after the grant expires? (It should be understood that once grant funding ends, either the program ceases OR the funding for the program needs to be absorbed within the department's or office's existing budget) **OR** justification must be provided that the program has been and will continue to save or benefit taxpayers.

Will fund existing law enforcement personnel for emphasis patrols.

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

**Please feel free to submit additional information as needed.**

Submitted By			Disposition
Nancy Wenzel, Administrative Director			___ Approved
7/19/21			___ Approved with modifications
Name	Department	Date	___ Needs follow up information
_____			___ Denied
Name	Department	Date	
_____			
			BOCC Chairman
			Date

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Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up

Target Zero Manager Ruben Hernandez and Law Enforcement Liaison Sgt Alan Parker, CPPD will be meeting with College Place Police Department and Walla Walla Sheriff's Office in person on June 21, 2021. Washington Traffic Safety Commission needs to get input and commitment from each agency to apply for the grant. Due to prior commitments, Walla Walla Police Department will be meeting on June 28, 2021. The goal will be to apply for similar HVE Patrol money WW County Region 17 has had allocated in the past, in the amount of \$10, 500.

We have participated in Emphasis Patrol for years with our local law enforcement agencies. In the past, agencies were allocated grant money each year. However, this year every region in the state is required to apply for this grant. The idea of this program is to make the community aware of local DUI enforcement to fund a High Visibility Enforcement (HVE) model so we can decrease traffic related deaths and serious injuries caused by impaired driving in our county of Walla Walla.

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## Sustained Impaired Driving Enforcement Program Grant Application Due Date: August 18, 2021

### GOAL

The goal of this program is to make the public aware of local DUI enforcement efforts and create deterrence. This project aims to fund enforcement that follows the best practice model of High Visibility Enforcement (HVE) so that we reduce traffic related deaths and serious injuries caused by impaired driving.

### STRATEGIES

1. Social, earned, and owned media will be used to educate the public about impaired driving enforcement so drivers know when the patrols will occur and what will be enforced. Media outreach should include individuals with limited English proficiency.
2. Conduct impaired driving enforcement to prevent drivers from engaging in high-risk behaviors by increasing their perception of the risk of receiving a citation through HVE campaigns.
3. Use visual prompts that drivers can see during the emphasis patrols to remind them of the potential consequences of driving impaired.

[NHTSA HVE Toolkit](#) –

### OBJECTIVES

- **Implement a Regional Operations Plan developed for a sustained impaired driving enforcement approach that includes:**
  - Detailed problem statement.
  - Description of a sustained enforcement approach that focuses on violations most frequently committed by impaired drivers.
    - Include an enforcement approach that focuses on locations that data indicate a greater propensity for impaired driver involved crashes.
  - Public outreach strategy that includes influential messaging and outreach to target demographics in diverse, regional populations.
  - An evaluation plan to include a public survey to measure perceptions, norms, beliefs, etc. The data should inform the outreach and enforcement efforts.
- **Implement data driven, sustained enforcement and education efforts.**
  - Use local traffic crash data and any other useful data to identify the locations where the enforcement patrols should occur.

- Education and local media efforts should incorporate a Positive Community Norms approach with the desired outcome of influencing drivers with the highest potential of causing traffic crashes.
- The applicant will commit to the increased level of sustained enforcement as outlined in their operations plan. *NOTE: These funds are meant to provide an increase in DUI enforcement efforts, not meant to replace current DUI enforcement.*
- **Conduct education and media outreach efforts to inform the public in a thoughtful, intentional, and directed manner.**
  - Messages should strive to reach target audiences in the region, to include individuals with limited English proficiency.
  - The WTSC will conduct statewide public education campaigns during national DUI mobilizations, but it is the responsibility of the applicant to ensure that the education and local media outreach efforts are sustained throughout the entire program year.
- **Focused enforcement on driving behaviors that are commonly exhibited by drivers operating a motor vehicle under the influence of alcohol/drugs or a combination. Stopping vehicles for “high discretionary” style stops should not be the priority.**

The definition of “high discretionary” and “low discretionary” stops are as follows:

- High discretionary traffic stops are categorized as non-collision causing offenses. These include expired vehicle tabs, a non-working taillight or headlight, a non-working license plate light, missing mirror, etc.
- Low discretionary traffic stops are categorized as collision causing offenses. They include suspected impaired driver (due to numerous visible observations by the officer enumerated below), distracted driving, aggressive driving, etc.

*For examples of 24 Initial Visual DUI Detection Cues Stops see Addendum A*

## **GRANT ELIGIBILITY**

Applicants must agree to all of the following to be eligible for grant consideration:

- **High Visibility Enforcement – Operation Plan:** A detailed, sustainable HVE Operations Plan that includes local crash data and shows the most common collision areas that involve impaired drivers. This plan should include, but not be limited to, expected outcomes, enforcement approaches, enforcement dates, enforcement times, and locations. The HVE Operations Plan should include educational and communications plans, like social media and media releases and also include visibility elements. Operation Plans should include any additional information pertinent to the program to include but not limited to survivor/victim dedications, local community events, coordinated efforts between agencies and other community partners, etc. The plan should describe patrol events to include the briefing process and additional operations during the high visibility emphasis patrol. Patrol events should be sustained through the program year, be conducted multi-jurisdictionally, and saturate an area where data demonstrates the most need.

*See Patrol Types and definitions in Addendum A*

- **Publicity:** High Visibility Enforcement must be coordinated and include equal components of enforcement, visibility, and publicity. To proactively promote the enforcement efforts, you must use a combination of ways to alert the motoring public of your efforts. Pick and choose several methods from each category listed below, or other means available. Even if you are unable to support your enforcement with paid media, you can effectively publicize it by using several tools from the earned media category as well as several tools from the visibility elements.

Publicity should always include pre-event, during, and post-event messaging. Remember to tell the motoring public what you are going to do, do it, and then tell them what you did. Create a media forum where your regions results are distributed to the public, the city/county council, and stakeholders in the community.

Some other areas that may assist with HVE implementation are working with community partners and recognition programs/opportunities:

#### Earned Media

Publicity you get for free, such as press events, news reports, and articles. Earned media keeps your message active in the community. Typical earned media used to support HVE programs include:

- Press releases / Press events: Announcing the event; Pre-event; Post-event
- Letters to the editor; Op-Ed
- Posters, flyers, brochures
- Meetings with Editorial Boards
- Stakeholder letters
- Social Networking
- Media ride alongs
- Interviews

#### Social Media

An agency can post information on a social media site (e.g., Facebook Twitter, YouTube, LinkedIn, etc.) describing its HVE program, promoting voluntary compliance of traffic laws, reporting results, providing notable excuses for violating the law, etc.

There are several advantages to using social media over traditional media options:

- It is immediate. Messages are provided in real time.
- It is short. Messages are limited to a small number of characters, so it does not take a lot of time to develop (as does a press release).
- It can go viral. “Fans” can forward your message to their “friends”, greatly expanding its reach.

There are several venues for social media, the most popular of which include:

- Facebook
- Instagram
- TikTok
- YouTube

### Positive Community Norms (PCN) Messaging

Utilize and integrate PCN messaging to increase traffic safety messaging effectiveness. For example, "We are hopeful because 87 percent of drivers in [insert county/city name] don't consume alcohol and/or Cannabis and drive a motor vehicle within three hours, but are concerned because impaired driving continues to be the most common factor involved in deadly crashes in Washington."

- **High Visibility Features:** High visibility features such as electronic message boards, road signs, command posts, and WSP's Mobile Impaired Driving Unit can complement your publicity by providing highly visible prompts to drivers in the emphasis areas. These visual prompts are intended to remind drivers of the serious consequences of driving impaired. The goal of HVE is to make the motoring public aware of your enforcement efforts and create deterrence. When the perceived risk of getting caught by law enforcement goes up, the likelihood that people will engage in unsafe driving behaviors goes down.

Examples of elements to create visibility:

- Electronic message boards
  - Business reader boards
  - Pop-up road signs
  - Billboards
  - Magnetic HVE signs on patrol vehicles or window clings
  - Specially marked mobile impaired processing units or other command vehicles
  - Specially marked vests
  - Flyers/brochures or business cards handed out to motorist
- **Participation in national impaired driving high visibility enforcement campaigns:** Applicants must participate in the national campaigns - Drive Sober or Get Pulled Over and Holiday DUI Campaign.
  - **WTSC Enterprise Management System (WEMS):** Use of the WEMS system provided by the WTSC to submit billings and record enforcement activities conducted by commissioned officers.
  - **Briefings:** Grantees should provide a documented, monthly operational briefing, so each officer understands the goals and details of the sustained education and enforcement efforts. The briefing can be used to evaluate progress and the applicant can evaluate if changes are needed to continue to operate at a high level of efficiency.
    - Each operational briefing should include the Drug Recognition Experts (DRE) call out procedure and a resource list of on-call area DREs. The applicant should also have a system in place for blood search warrants, judge call outs and forensic blood draws.

### **ADDITIONAL GRANT INFORMATION:**

- **Increased DUI Enforcement:** The purpose and intent of this grant is to provide additional staff hours, not supplant regular patrol officer activity. With few exceptions, officers should not regularly take other patrol officer's DUI arrests.
- **Three stops per hour:** This will not be a WTSC requirement for this grant funded activity. WTSC is suspending this usual grant activity requirement for the time being. The grantee may continue the practice if they so choose.

- **Straight time:** Federal rules designate officer overtime and straight time as reimbursable activity under this grant. Reimbursable activity is limited to traffic safety related patrols and must be coordinated with the local region Target Zero Manager.
- **Mentorship:** The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited proficiency in impaired driving enforcement. With the approval of the region's TZM, LEL, and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:
  - WTSC approval for impaired driving mentorship is done through the HVE Operations Plan. Approval for mentorship must be received prior to the activity date.
  - The training officer must be a Drug Recognition Expert. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. WTSC will review the qualifications of the officer.
  - There is a limit of two times per year that an officer can be a mentee.
  - Funds permitting, it is expected that mentees will participate in at least one impaired driving mobilization after completing mentoring.
  - Each region or county-level task force can set additional requirements for participation in this use of funding.
  - To be eligible for this activity, the task force must have a policy for DUI Mentoring. WTSC will provide a model DUI Mentoring policy, if requested.
  - Funding will pay for straight time and/or overtime for the mentor officer and the mentee officer.
- **Regional Applications:** We are accepting applications for WTSC regions, not with a specific law enforcement agency. Region enforcement teams are not required to be completed before application submission.

When applying for this grant, we recommend a selection process be followed to identify the officers that possess the abilities to fulfill obligations of the grant. Officers interested in working the impaired driving patrols should submit their interest to local Task Force leadership (Target Zero Manager and Law Enforcement Liaison) that meet the recommendations listed below. Those who meet the recommendations should be considered eligible to engage in the DUI enforcement program.

Eligible Team Members should submit the following:

- Officers' current assignment at their agency.
- Written statement regarding the officers DUI arrest experience.
- A written recommendation from the officers' agency supervisory/command staff for the officer to participate in the Sustained DUI Enforcement grant activities.
- A written recommendation from the local prosecutor's office related to proficiency, report writing and subsequent adjudication of impaired driving cases.
- Any previous participation that the officer has had in regional task force activities, including any emphasis patrols, special victim dedications, etc.
- A list of any specialized DUI enforcement training the officer has attended.
- A written statement confirming that the officer has completed ARIDE training or is a certified Drug Recognition Officer.
- A written statement confirming the officer has completed Standardized Field Sobriety Test (SFST) training within prior three years and has a valid BAC card.



- A written summary regarding any involvement in community activities such as local DUI impact panels, underage drinking community forums, high school presentations, DUI courts and/or other task force sponsored events.
- A statement about any DUI or traffic enforcement related awards or commendations that the officer has received from civic agencies, community groups, or their respective department.

## Washington Traffic Safety Commission (WTSC)

### High Visibility Enforcement (HVE) Impaired Driving Grant Application FY 2022

#### Section 1 – Contact Information

Contact Information:

Agency Name:

Address:

City, State, Zip:

Phone:

Project Director

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

Project Manager

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

Media Manager/ PIO

Title & Name:

Address:

City, State, Zip:

Phone:

Email:

#### Section 2 – Data

<b>Crash Data</b>	2020	2019	2018	Total
Fatal Crashes				
Serious Injury Crashes				
Impaired Driving Crashes				
Impaired Driving				

Data source: \_\_\_\_\_ (ex. Agency RMS, WSDOT, etc)

<b>WTSC Funded Impaired Driver Emphasis Patrol Data</b>	2020	2019	2018	Total
Total Traffic Stops				
Total DUI Arrests				
Total Reckless Driving/Neg 1 Arrests				

Total Speeding Infractions				
Total Distracted Driving Infractions				
Total Occupant Protection Infractions				

Data source: \_\_\_\_\_ (ex. TZM Records, Agency RMS, WSDOT, etc)

**SECTION 3: Region Information (1 or 2 paragraphs)**

1. How does your region sustain DUI enforcement patrols outside of grant funding?
2. Describe the traffic safety concerns in your region?
3. Using crash data, provide a summary of your region’s crashes involving impaired drivers. Be specific: what is happening, when is it happening, where is it happening, and what are the contributing factors?
4. Describe your region’s interaction with your prosecuting attorney’s office regarding impaired driving cases. Be specific about any issues that assist or detract from a successful prosecution after apprehension. Describe any issues that may arise because of incarceration space and costs related to DUI enforcement/apprehension. Describe circumstances that occur during COVID and non-COVID times.
5. Describe your region’s capacity to book DUI offenders into jail? Mandatory admin booking? Space concerns? Cost concerns?
6. Describe successful partnerships with other agencies in your region regarding DUI enforcement efforts?
7. Describe your region’s use of Drug Recognition Experts (DREs). Does your region adhere to the DRE call out procedure? What are your regions experience of getting a DRE to assess an impaired driver?
8. Describe your region’s challenges and/or successes in conducting forensic blood draws related to impaired driver apprehension and processing. Include challenges related to search warrants, availability of judges, and hospital or law enforcement phlebotomists.

**SECTION 4: Operations Plan**

**Project Strategies and Activities (Scope of Work)**

Describe specific planned activities to achieve the project goals on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. This should include deployment and enforcement strategies, including day of week and time of day to match problem data described above. Describe what metrics you will use to evaluate your output and effort. This should be in addition to capturing officer logs and process data.

**Publicity/Earned Media Efforts**

Describe your detailed plan for interaction with the media, interactions with social media platforms and how get the traffic safety message out effectively and keep the public's interest.

**Visibility Efforts**

Describe how your department and officers will provide high visibility prompts during DUI enforcement. This could include message boards, officer created trafficsafety messages, different logos for DUI enforcement officers, branding on vehicles, social media platforms, jackets, or vests, etc.

**Budget and Budget Narrative**

In the section below, describe the projected budget and activity per quarter. This should include time, dates, budget amount, and any other relevant information (i.e. dedication patrols, national mobilization, community event, etc.)

1st Quarter - October 2021 through December 31, 2021

2nd Quarter – January 1 to March 31, 2022

3rd Quarter – April 1 to June 30, 2022

4th Quarter – July 1 to September 30, 2022

## ADDENDUM A

### ***24 Initial Visual DUI Detection Cues***

#### **Maintaining Proper Lane Position**

- Weaving
- Weaving across lane lines
- Straddling a lane line
- Swerving
- Turning with a wide radius
- Drifting
- Almost striking a vehicle or other object

#### **Speed and Braking Problems**

- Stopping problems (too far, too short, or too jerky)
- Accelerating or decelerating for no apparent reason
- Varying speed
- Slow speed (10+ mph under limit)

#### **Vigilance Problems**

- Driving in opposing lanes or wrong way on one-way
- Slow response to traffic signals
- Slow or failure to respond to officer's signals
- Stopping in lane for no apparent reason
- Driving without headlights at night
- Failure to signal or signal inconsistent with action

#### **Judgment Problems**

- Following too closely
- Improper or unsafe lane change
- Illegal or improper turn (too fast, jerky, sharp, etc.)
- Driving on other than the designated roadway
- Stopping inappropriately in response to officer
- Inappropriate or unusual behavior (throwing, arguing, etc.)
- Appearing to be impaired

### ***Patrol Types and definitions***

#### **Sustained DUI Enforcement**

Sustained High Visibility Enforcement combines enforcement, visibility elements, and a publicity strategy to educate the public and promote voluntary compliance with the law. Saturation patrols and other HVE strategies should include increased publicity and warnings to the public. Although forewarning the public might seem counterproductive to apprehending violators, it actually increases the deterrent effect.

The HVE concept is a departure from traditional law enforcement tactics. HVE incorporates enforcement strategies, such as enhanced patrols using visibility elements (e.g. electronic message boards, road signs, command posts, MIDU, etc.) designed to make enforcement efforts obvious to the public. It is supported by a coordinated communication strategy and publicity. HVE may also be enhanced through

multi-jurisdictional efforts and partnerships between people and organizations dedicated to the safety of their community.

### **Saturation Patrol**

Increased squads conducting enforcement in a targeted area to gain voluntary compliance of traffic laws and create general deterrence to prevent traffic violations. Note: increased enforcement must be visible to the motoring public. They need to see officers making traffic stops. When the public sees a traffic stop and remembers seeing reasons why officers are making stops, it reemphasizes the behavior modification.

### **Multi-Jurisdictional**

Multi-jurisdictional efforts combine your resources and your efforts with neighboring jurisdictions including “non-traditional” agencies (e.g., park police, campus police, ABC officers, game wardens, etc.) The multi-jurisdictional approach is a critical countermeasure in traffic safety. When you have more coordination between agencies, you create a greater police presence, which in turn creates general deterrence because it increases the risk (or perceived risk) that the motoring public will be caught. The enforcement must be highly visible and include an equal balance of enforcement and publicity. Some benefits of multi-jurisdictional efforts:

- Provides increased staffing for smaller agencies
- Expands area of enforcement
- Expands media opportunities and exposure
- Helps establish or reinforce cooperation among law enforcement
- Increases visibility and law enforcement presence

**11:00 COUNTY SHERIFF**

**Mark Crider**

a) Office update and miscellaneous

11:15 COUNTY CLERK

Kathy Martin

- a) Office update and miscellaneous

**11:30 COUNTY COMMISSIONERS**

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

**11:45 RECESS**



1:30 HUMAN RESOURCES/RISK MANAGER

Shelly Peters

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

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

**2:00 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.*