

Gloria Mansfield Averill, Target Zero Manager
Tacoma Pierce County DUI and Traffic Safety Task Force
2501 South 35th Street
Suite B
Tacoma, WA 98409

DUI (Driving Under the Influence) and Traffic Safety Task Force

Interlocal Agreement

and

Mutual Aid Agreement

County of Pierce

City of Buckley

City of Bonney Lake

City of DuPont

City of Fife

City of Fircrest

City of Gig Harbor

City of Lakewood

City of Milton

City of Orting

City of Puyallup

City of Ruston

Town of Steilacoom

City of Sumner

City of Tacoma

City of University Place

Pierce County Traffic Safety Emphasis Interlocal Agreement and Mutual Aid Agreement

WHEREAS, an entity known as the Tacoma Pierce County DUI and Traffic Safety Task Force was created for the purpose of promoting the targeting, apprehending and the successful prosecution of individuals guilty of traffic infractions and offenses in general, and DUIs and violation of alcohol laws in particular, and

WHEREAS, it is the desire of various law enforcement agencies within Pierce County to participate in such Task Force, and

WHEREAS, multi-agency participation in such a Task Force is possible by virtue of the Washington Mutual Aid Peace Officer Powers Act set forth in Chapter 10.93 R.C.W. and the Interlocal Cooperation Act set forth in Chapter 39.34 R.C.W.;

NOW, THEREFORE, it is mutually agreed as follows:

Section 1: Duration This Agreement shall be in effect for a period from **March 18, 2016 through March 18, 2018**. It shall be extended automatically for an additional three (3) year period on March 19, 2018 unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety (90) days written notice to the other party.

Section 2: Scope Parties to this Agreement will each provide law enforcement personnel for the apprehension of traffic offenders, and the enforcement of traffic and alcohol laws within targeted areas at any particular time as determined by the Task Force.

Section 3: Purpose The purpose of this Agreement shall be the apprehension and successful prosecution of individuals guilty of traffic violations and offenses in general, within specifically targeted areas of Pierce County.

Section 4: Financing Each participating agency shall bear the financial responsibility and liability for such of its employees that participate in the Task Force, including but not limited to salary, benefits and worker's compensation insurance.

Section 5: Administration This Agreement shall be administered by the Task Force comprised of the Pierce County Sheriff and the Chiefs of Police for the cities and towns listed in Attachment 1, or their respective delegates.

Section 6: Operations Task Force operations, in connection with the emphasis patrols operating under this agreement, shall be facilitated by hosting agency's employee holding a rank of sergeant or higher. Provided that the facilitation provided by Pierce County shall not be considered an allocation of liability under R.C.W. 10.93.040, nor that the Task Force is acting under the direction and control of Pierce County.

Section 7: Use of Property Each agency shall be responsible for its own property used during the term of the Agreement and any property acquired by an agency during the term of this Agreement shall remain with the agency upon termination of the Agreement.

Section 8: Coordination The Task Force Target Zero Manager shall be responsible for coordinating Task Force related communications between participating agencies.

Section 9: Participating Agencies A list of the agencies which will be participating in the Tacoma Pierce County DUI and Traffic Safety Task Force is attached hereto as Attachment 1. Such List of Authorized Agencies may be modified from time to time to add to or delete agencies. Each participating agency shall maintain a current list of Authorized Agencies on file together with a copy of this Agreement.

Section 10: Filing A copy of this Agreement shall be filed with the Pierce County Auditor.

Section 11: Consent The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly certified or exempted officers engaged in any operations of the Tacoma Pierce County DUI and Traffic Safety Task Force. Each consent shall be valid during the tenure of the responsive undersigned individuals.

Section 12: Responsibility The consents given in Section 11 above are not intended to reallocate, under R.C.W. 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

ATTACHMENT 1

Pierce County Sheriff's Department
Buckley Police Department
Bonney Lake Police Department
DuPont Police Department
Fife Police Department
Fircrest Police Department
Gig Harbor Police Department
Lakewood Police Department
Milton Police Department
Orting Police Department
Puyallup Police Department
Ruston Police Department
Steilacoom Department of Public Safety
Sumner Police Department
Tacoma Police Department
University Place Police Department

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

CITY OF TACOMA


T.C. Broadnax, City Manager

2/26/2016
Date


Donald L. Ramsdell, Chief of Police

2/4/2016
Date


Andy Cherullo, Finance Director

2-25-2016
Date

APPROVED AS TO FORM:


Deputy City Attorney

2/22/16
Date


City Clerk

3-3-2016
Date