

Subject: Resolution #629 – Approval of Interlocal Agreement to Join Tacoma Pierce County DUI and Traffic Safety Task Force

Proposed Council Action:

Consider Approval of Resolution #629 Authorizing Mayor to Sign Interlocal Agreement to join the Tacoma Pierce County DUI and Traffic Safety Task Force

Dept. Origin: Police Department

Prepared by: Jennifer Robertson
 City Attorney's Office

For Agenda of: April 19, 2016

Exhibits: Attached Resolution and Agreement

Concurred by Mayor:	_____	Initial & Date
Approved/form by City Atty:		<u>JSR/4-13-16</u>
Approved by _____ Director:	_____	
Approved by Department Head:	_____	

INFORMATION / BACKGROUND

The Interlocal Cooperation Act¹, authorizes the City is to contract with other governmental agencies to provide services that the City is authorized to perform. On March 15, 2016, the City Council passed Resolution No. 624 to enter into an Inter-Agency Agreement with the Washington Traffic Safety Commission (WTSC) for grant-funding for certain traffic emphasis activities, such as the DUI Patrols over the New Year's holiday, Spring "Click it or Ticket" campaigns and the like. The activities contemplated under the WTSC grant funding are carried out by a regional task force which the City may join. This Interlocal Agreement is a companion to the agreement approved by Resolution No. 624.

The other members of the Task Force are Pierce County, and the cities of: Buckley, Bonney Lake, Du Pont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Steilacoom, Sumner, Tacoma and University Place. Other cities may also be joining the Task Force in the future. These cities and county will work together across jurisdictional boundaries to provide DUI and Traffic Safety Emphasis patrol. Each party will be responsible for its own costs and each parties agrees to allow the other parties to work within its jurisdiction as part of the Task Force activities. This means that Ruston could have officers and marked vehicles from other cities patrolling and ticketing offenders in Ruston.

The Agreement is for a two-year period and expires on March 18, 2018 but will automatically renew for an addition three years. The Agreement is terminable by any parties with 90-days notice.

¹ Chapter 39.34 RCW

FISCAL CONSIDERATION

Each party to the agreement bears its own costs. The City may incur costs for participation in Task Force activities. Participating in the Task Force makes the city eligible for receipt of grant funds from WTSC under the agreement authorized by Resolution No. 624.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Approve Resolution #629.

MOTION: I move passage of Resolution #629 authorizing the Mayor to execute an Interlocal Agreement to join the Tacoma Pierce County DUI and Traffic Safety Task Force.

RESOLUTION NO. 629

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT TO JOIN THE TACOMA PIERCE COUNTY DUI AND TRAFFIC SAFETY TASK FORCE FOR REGIONAL TRAFFIC SAFETY EMPHASIS PATROL.

WHEREAS, in accordance with Chapter 39.34 RCW, the “Interlocal Cooperation Act”, the City is authorized to contract with other governmental agencies to provide services that the City is authorized to perform; and

WHEREAS, on March 15, 2016, the City Council passed Resolution No. 624 to enter into an Inter-Agency Agreement with the Washington Traffic Safety Commission (WTSC) for grant-funding for certain traffic emphasis activities, such as the DUI Patrols over the New Year’s holiday, Spring “Click it or Ticket” campaigns and the like; and

WHEREAS, the activities contemplated under the WTSC grant funding are carried out by a regional task force which the City may join; and

WHEREAS, the City may join the Task Force along with Tacoma, Pierce County, Buckley, Bonney Lake, Du Pont, Fife, Fircrest, Gig Harbor, Lakewood, Milton, Orting, Puyallup, Steilacoom, Sumner, University Place and potentially other local cities; and

WHEREAS, these cities and county will work together across jurisdictional boundaries to provide DUI and Traffic Safety Emphasis patrol; and

WHEREAS, each party will be responsible for its own costs; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed Interlocal Agreement for joining the Tacoma Pierce County DUI and Traffic Safety Task Force which is attached to this Resolution as Exhibit “A”; **NOW, THEREFORE,**

**THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES
HEREBY RESOLVE AS FOLLOWS:**

Section 1. Agreement Authorized. The Mayor is hereby authorized to execute the Interlocal Agreement to join the Tacoma Pierce County DUI and Traffic Safety Task Force for participating in traffic safety emphasis patrols in substantially the form attached hereto as Exhibit “A”.

Section 2. Posting on Website Required. Pursuant to RCW 39.34.040, once this Agreement has been executed by Ruston, the City Clerk is directed to post a copy of this Agreement on the City’s website.

RESOLVED this 19th day of April, 2016.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: 629

Exhibit “A”

**Interlocal Agreement to join the
Tacoma Pierce County DUI and
Traffic Safety Task Force**

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 has 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

Town/City or County of RUSTON (print name of jurisdiction)

Dated this 18 day of FEB 2016

(signature)

Chief/Sheriff VICTOR M. CAYL (print name of police chief or sheriff)

RUSTON POLICE (print name of law enforcement agency)

Mayor/County Executive D. Bruce Hopkins (print name of mayor or county executive)

CITY OF RUSTON (print name of city/town/county)

Approved this _____ day of 20____

D. Bruce Hopkins, Mayor of Ruston

(signature)

ATTEST:

Town/City or County Clerk

(signature)