

**RESOLUTION NO. 2948**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT TO PARTICIPATE IN THE TACOMA/PIERCE COUNTY DUI AND TRAFFIC SAFETY TASK FORCE.**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the interlocal agreement, attached hereto and incorporated herein by this reference.

**PASSED** by the City Council this 8th day of June, 2021.

DocuSigned by:  
*Neil Johnson, Jr.*  
20583FB9C281400...  
Neil Johnson, Jr. Mayor

ATTEST:

DocuSigned by:  
*Harwood T. Edvalson*  
F46A10AD29884A1...  
Harwood T. Edvalson, City Clerk

City of Bonney Lake  
**City Council Agenda Bill (AB)**

<b>Department / Staff Member:</b> Bryan Jeter, Chief of Police	<b>Meeting/Workshop Date:</b> June 8, 2021	<b>Agenda Bill Number:</b> AB21-80
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2948	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Interlocal Agreement to participate in the Tacoma/Pierce County DUI and Traffic Safety Task Force.

**Full Title/Motion:**  
 A Resolution of The City Council of The City of Bonney Lake, Pierce County, Washington, authorizing the Mayor to sign an interlocal agreement to participate in the Tacoma/Pierce County DUI and Traffic Safety Task Force.

**Administrative Recommendation:** Approve

**Background Summary:** The Tacoma/Pierce County DUI Task Force has existed since 1984. The interlocal agreement allows Bonney Lake PD to participate in the Task Force and receive compensation for that participation. The Tacoma/Pierce County DUI and Traffic Safety Task Force has a long history of working to make our streets safer for the motoring public by using coordinated emphasis patrols in each jurisdiction. This agreement will update an expired agreement.

**Attachments:** Tacoma/Pierce County DUI and Traffic Safety Task Force ILA

<b>BUDGET INFORMATION</b>				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
				<input checked="" type="checkbox"/> General
				<input type="checkbox"/> Utilities
				<input type="checkbox"/> Other
<b>Budget Explanation:</b>				

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>				
<b>Council Committee:</b> Public Safety	<i>Approvals:</i>	<b>Yes</b>	<b>No</b>	
	Chair/Councilmember Carter	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Committee Date:</b> June 8, 2021	Councilmember Dole	<input type="checkbox"/>	<input type="checkbox"/>	
	Councilmember Ishmael	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Forwarded to:</b>	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

<b>COUNCIL ACTION</b>	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s): June 8, 2021	Tabled to:

<b>APPROVALS</b>		
<b>Director:</b> Bryan Jeter	<b>Mayor:</b>	<b>Date Reviewed by</b> <b>City Attorney:</b> (if applicable)

**INTERLOCAL AGREEMENT BETWEEN  
PIERCE COUNTY, AND THE CITIES OF BUCKLEY, BONNEY LAKE,  
DUPONT, FIFE, FIRCREST, GIG HARBOR, LAKEWOOD, MILTON, ORTING,  
PUYALLUP, RUSTON, SUMNER, TACOMA, AND UNIVERSITY PLACE, AND  
THE TOWN OF STEILACOOM (HEREINAFTER COLLECTIVELY THE  
“PARTIES” OR INDIVIDUALLY A “PARTY”) BY AND FOR THE FORMATION  
OF THE TACOMA-PIERCE COUNTY DUI (DRIVING UNDER THE  
INFLUENCE) AND TRAFFIC SAFETY TASK FORCE.**

**THIS AGREEMENT**, made pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, is made and entered into by and between the following initial Parties: Pierce County, a political subdivision of the State of Washington, the City of Buckley, a Washington State municipal corporation, the City of Bonney Lake, a Washington State municipal corporation, the City of Dupont, a Washington State municipal corporation, the City of Fife, a Washington State municipal corporation, the City of Fircrest, a Washington State municipal corporation, the City of Gig Harbor, a Washington State municipal corporation, the City of Lakewood, a Washington State municipal corporation, the City of Milton, a Washington State municipal corporation, the City of Orting, a Washington State municipal corporation, the City of Puyallup, a Washington State municipal corporation, the City of Ruston, a Washington State municipal corporation, the Town of Steilacoom, a municipal subdivision of the State of Washington, the City of Sumner, a Washington State municipal corporation, the City of Tacoma, a Washington State municipal corporation, and the City of University Place, a Washington State municipal corporation.

**RECITALS**

**WHEREAS**, in 2016, an entity known as the Tacoma Pierce County DUI and Traffic Safety Task Force (hereinafter “Task Force”) was created by interlocal agreement between the Parties for the purpose of promoting the targeting, apprehending and prosecution of individuals accused of committing traffic infractions or criminal law violations, impaired driving, and/or violations of alcohol laws; and

**WHEREAS**, The Task Force has been successful in applying for and receiving funding for High Visibility Enforcement Mobilization grants from the Washington Traffic Safety Commission in Target Zero Region 5 (Pierce County); and

**WHEREAS**, the prior interlocal agreement naturally expired per its terms on March 19, 2021; and

**WHEREAS**, it is the desire, and in the best interest of the Parties, to continue to participate in regional traffic safety emphasis efforts (hereinafter

“Task Force Emphasis Events”) for the mutual benefit of the communities they serve; and

**WHEREAS**, Multi-agency participation in such a Task Force is authorized under 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.

## **AGREEMENT**

**NOW, THEREFORE**, in furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Purpose. The purpose of this Agreement shall be to form and operate a Task Force, comprised of individual law enforcement officers from each Party, with the goal of sharing resources to apprehend and successfully prosecute individuals who commit traffic violations and/or impaired driving offenses within specifically targeted areas of Pierce County and to coordinate those efforts regionally.
2. Term. This Agreement shall be in effect for a period of two (2) years from the date first signed by any Party hereto (the Term). The Term shall automatically renew for additional two (2) year terms at the end of each preceding term unless earlier terminated. If any individual Party desires to terminate the relationship created by this agreement, then they must provide not less than ninety (90) days written notice to the other parties hereto. If the Parties collectively wish to terminate this agreement, the Parties shall agree, through a writing signed by an authorized representative of each Party hereto, not less than ninety (90) days prior to the expiration of any term that the automatic renewal shall not occur.
3. Participation. The Parties each agree to provide, as staffing and other operational considerations allow, law enforcement personnel to participate in Task Force Emphasis Events within Pierce County on the days and between the hours as determined by the Task Force and the Washington Traffic Safety Commission.
4. Liability and Indemnification. The Parties do not by this Agreement create any separate legal or administrative entity. Each participating agency shall bear the financial responsibility and liability for the actions of each of its employees that participate in the Task Force or any single Task Force Emphasis Event, including but not limited to salary, benefits and worker’s compensation insurance. Any individual law enforcement officer participating in a Task Force Emphasis Event shall remain the employee and responsibility of their employing agency.
5. Administration of Task Force. This Agreement shall be administered by the Task Force comprised of the Pierce County Sheriff and the Chiefs of Police for each Party, or their respective delegates.

6. Task Force Emphasis Event Operations. Consistent with established Task Force procedures and policies, each individual Task Force Emphasis Event shall be facilitated by the hosting Party's employee holding a rank of sergeant or higher.

7. Property Ownership. Each Party shall be responsible for its own property used during the Term of the Agreement and any property acquired by an individual Party during the Term of this Agreement shall remain with that Party upon termination or expiration of the Agreement.

8. Communication and Coordination. The Task Force Target Zero Manager (a WTSC representative) and Law Enforcement Liaison (as chosen by the Parties) shall be responsible for coordinating Task Force Emphasis Events and all related communications between the Parties.

9. Participating Agencies. A list of the Task Force Parties is attached hereto as Attachment 1. The attached list may be updated as additional parties join or withdraw without the need to revise this Agreement, but subject to approval by the governing body of any additional party.

10. Recording. In accordance with RCW 39.34.040 as currently written or hereafter amended, a copy of this Agreement shall be filed with the Pierce County Auditor.

11. Consent. The signature hereon by any Sheriff or Chief Law Enforcement Officer shall constitute 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 sanctioned operations or Task Force Emphasis Events of the Task Force. The consent shall be valid during the tenure of the responsive undersigned individuals during the life of this agreement.

12. Agency 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.

13. Severability. Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

14. Headings/Titles. All titles and section headings are provided for the purpose of reference and convenience and are not intended to affect the meaning, content or scope of this Agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed their names in the spaces below:

Town/City or County of Bonney Lake (print name of jurisdiction)

Dated this 8th day of June 2021

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\*\*WE WILL INCLUDE SIGNATURE BLOCKS FOR EACH CHIEF, MAYOR, CITY ATTORNEY AND CITY CLERK AFTER THE TERMS ARE APPROVED BY EACH PARTY.

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