POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: **Kitsap County and Cities – Traffic Safety Task Force**

CONFORM AS TO DATES & SIGNATURES

(X) Approved by the City Council: Approved through budget
(X) Completion: 12/31/2015
(_) Recorded: N/A

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

(_) City Attorney
(1) Clerk's Department: Original
(X) Posted to Library Drive
(_) Posted to Web Site
(_) Finance:
(_) Fire District #18
(_) Mayor
(_) Municipal Court
(_) MRSC
(_) Parks/Recreation
(_) Planning/Building
(_) Police
(_) Public Works/Engineering:

Jill A. Boltz — February 20, 2013

City Clerk — Date

RETURN TO:
KITSAP COUNTY TRAFFIC SAFETY TASK FORCE
c/o Kitsap County Sheriff's Office
614 Division, MS-37
Port Orchard, WA 98366

INTERLOCAL AGREEMENT FOR MUTUAL AID AND ESTABLISHING A TRAFFIC SAFETY TASK FORCE

WHEREAS, the Kitsap County Sheriff's Office, Bainbridge Island Police Department, Bremerton Police Department, Port Orchard Police Department and the Poulsbo Police Department ("parties") desire to participate in the Kitsap County Traffic Safety Task Fore ("Task Force") for the purpose of providing mutual law enforcement assistance in order to target, and apprehend individuals who commit traffic infractions and offenses in general, and, in particular, individuals who commit crimes and infractions such as driving under the influence, speeding, occupant protection and underage drinking; and

WHEREAS, it is the desire of the various law enforcement agencies within Kitsap 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 RCW and the Interlocal Cooperation Act set forth in Chapter 39.34 RCW.

NOW, THEREFORE, it is mutually agreed as follows:

Definitions:

"Hosting agency," means the participating agency located in the jurisdiction in which Task Force duties are being performed,

"Participating agency," has the same meaning as "primary commissioning agency" set forth in RCW 10.93.020(8).

Section 1: Effective Date; Duration. This Agreement shall become effective upon the later of the happening of each of the following events:

a. approval by the Kitsap County Sheriff;
b. approval by the governing bodies of each party; and
c. filing of this Agreement with the Kitsap County Auditor.

This Agreement will be in effect for a period of approximately four years from its effective date and will terminate according to the provisions of Section 5, herein.

Section 2: Scope. Parties to this Agreement will each provide law enforcement personnel for Task Force emphasis operations within targeted areas as set forth in

Attachment 1, incorporated by reference herein. The areas selected for emphasis operations at any particular time during the term of this Agreement shall be determined by the joint administrative board.

Section 3: Purpose. The purpose of this Agreement shall be mutual law enforcement assistance in order to apprehend individuals who commit traffic infractions and who drive under the influence, drink while underage, speed, and who commit occupant protection offenses with specifically targeted areas of Kitsap County. No separate legal entity is created by this Agreement.

Section 4: Financing. Consistent with Section 9, herein, each participating agency shall bear the financial responsibility for each of its employees who participate in the Task Force, whether those employees be peace officers or administrative employees, including but not limited to, salary, benefits and worker's compensation insurance. Each agency will contribute yearly to the Kitsap County Sheriff's Office to help cover the cost of the Task Force coordinator. In return, the Task Force coordinator will assist in finding additional funding for traffic safety campaigns and equipment. The amounts are as follows: Bremerton Police Department ($3,000), Bainbridge Island Police Department ($2,500), Port Orchard Police Department ($2,500), and Poulsbo Police Department ($2,500).

Section 5: Termination. This Agreement shall terminate on December 31, 2015 unless an earlier termination date is agreed upon in writing by all parties. If any particular party wishes to terminate its participation under this Agreement, that party must provide 90 days' prior notice in writing, to each party of this Agreement.

Section 6: Administration. This Agreement shall be administered by a joint board comprised of the Kitsap County Sheriff and the Chiefs of Police for the cities of Bainbridge, Bremerton, Port Orchard and Poulsbo, or their respective delegates.

Section 7: Operations. When Task Force emphasis operations are scheduled, the operations shall be coordinated by an employee holding a rank of sergeant or higher from the scheduled hosting agency. Unless an action taken by an officer assigned to the Task Force can be directly attributed to the direction and control of the hosting agency's supervisor, all actions by an officer will be considered actions by that officer, acting under the direction and control of that officer's participating agency and according to that participating agency's policies and procedures, and no allocation of liability to the other participating agencies is otherwise intended by this Agreement. The coordination provided by Kitsap County pursuant to Section 9, herein, shall not be considered an allocation of liability to Kitsap County under RCW 10.93.040. It is strongly recommended that infractions and or citations be written into the hosting agencies Municipal Court when emphasis patrols are held in Bainbridge Island, Bremerton, Port Orchard or Poulsbo.

Section 8: Use of Property. Each agency shall be responsible for its own property used during the term of this Agreement and any property acquired by an agency for the purposes of effectuating the terms of this Agreement shall remain with that agency upon termination of the agreement.

Section 9: Coordination; Employment. The Task Force Coordinator shall be responsible for coordinating Task Force related communications between the participating agencies. The Task Force Coordinator is an employee of Kitsap County and funding for that position will be the sole responsibility of Kitsap County.

Each officer or employee assigned to the Task Force shall remain an employee of the participating agency. As such, the parties shall not have the authority to control employees of the other parties. Each officer or employee assigned to the Task Force shall be considered an employee of the participating agency, which agency shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the participating agency as regards its employees shall remain with that agency. Each officer or employee assigned by the participating agency shall be the responsibility of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided by that officer or employee to the Task Force or the activities of that officer or employee while performing Task Force duties.

Section 10: Participating Agencies. A list of the agencies which will be participating in the Kitsap County Traffic Safety Task Force is attached hereto as Attachment 2. Such list of participating agencies may be modified from time to time to add or delete agencies. Later approval and filing of this Agreement by additional agencies shall be deemed an authorized amendment to any Agreement already on file with the Kitsap County Auditor, with the need for reconsideration and approval by parties that approved and executed the Agreement originally filed, with the following exception: if terms of the Agreement have changed, the Agreement shall need reconsideration, approval and execution by all parties to the Agreement. In that event, the newly approved Agreement will contain provisions indicating amendment of the Agreement originally on file with the Auditor. Each participating agency shall maintain a current list of participating agencies on file together with a copy of this Agreement.

Section 11: Filing. A copy of this Agreement shall be filed with the Kitsap County Auditor. Consistent with Section 1, herein, this Agreement will not be effective or enforceable unless this Agreement is filed with the Kitsap County Auditor.

Section 12: Consent. The undersigned hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all properly commissioned officers of agencies that are signatories to this Agreement and who are engaged in any operation of the Task Force. The undersigned also hereby individually consent to the exercise with their respective jurisdictions of peace officer powers by specially commissioned officers of agencies that are signatories to this Agreement (specifically reserves[1]) and who are engaged in any operation of the Task

[1] See RCW 10.93.020(5) and RCW 10.93.090(2)

Force. The consent granted herein as to specially commissioned officers shall be consent to exercise only those powers granted by the commissioning agency. Each such consent shall be valid during the term of this Agreement, unless revoked in writing.

The consents given herein not intended to reallocate, under RCW 10.93.040, the responsibility of the participating agencies for the acts or omissions of their officers.

Section 13: Indemnification and Limitation of Liability. The parties agree that each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the parties and their personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct under this Agreement, it shall be the duty of each such party to promptly notify the other parties that the same has been initiated.

Each party and their respective defense counsel shall, to the extent reasonably possible and consistent with the best interests of their respective clients, cooperate with other parties to this Agreement and their respective defense counsel in the defense of any lawsuit arising out of or under this Agreement, and shall agree, whenever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, the retention and payment of expert witnesses, and the cost of deposition reporting and transcription.

Each party hereto shall obtain and maintain in full force and effect public liability and property damage insurance or self-insurance coverage in the amount of at least $1 million per occurrence to cover claims for injury to persons or damage to property arising from the performance of this Agreement. Insurance coverage shall not be cancelled by any party except upon thirty (30) days prior written notice by certified mail, to all other parties.

Nothing herein shall require or be interpreted to:

a. Waive any defense arising out of RCW Title 51.

b. Limit or restrict the ability of any party, or any party's officials, officers or employee's or legal counsel for any party, official, officer or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims or third parties, including any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

c. Cover or require indemnification or payment of any judgment against any individual or party for intentional wrongful conduct, conduct outside the scope of employment of any individual, or for any judgment for punitive damages against any individual or party. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her employer, should that employer elect to make said payment voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Furthermore, the parties shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the parties signatory to this Agreement and the failure of any insurance carrier or self-insured pool or organization to agree or follow the terms of this provision on liability shall not relieve any party from its obligations under this Agreement. Nothing in this Agreement shall be interpreted to create third party rights in any entity not a signatory to this Agreement.

The provisions of this section shall survive termination of this Agreement, whether termination is by all parties, or by one or more parties.

Section 14: Amendment. Any party may request changes to this Agreement, however, no change or addition to this Agreement shall be valid or binding upon any party unless such change or addition be in writing. To be considered effective and enforceable against a party, any such amendments shall conform to the procedures set forth in Section 1 and Section 10 herein.

Section 15: Notice. Notice provided for in this Agreement shall be sent by certified mail to each member of the joint board, as set forth in Section 6 herein.

Section 16: Jurisdiction and Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.

Section 17: Severability. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said

provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith.

Section 18: Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and is cause for termination. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

Section 19: Execution in Counterparts. This Agreement is intended to be executed in counterparts, and every such counterpart shall be considered an original Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Signatures Begin on Following Pages

Dated this _____day of _____, 2012.

CITY OF BAINBRIDGE ISLAND

ACTING CHIEF SUE SHULTZ
Bainbridge Island Police Department

Approved this 3 day of July, 2012

MORGAN SMITH, Interim City Manager

DATED this 3rd. day of July, 2012

CITY OF BREMERTON

CHIEF CRAIG ROGERS
Bremerton Police Department

Approved this 12th day of June, 2012

MAYOR PATTY LENT
Bremerton, Washington

APPROVED AS TO FORM:

for

ROGER LUBOVICH, City Attorney

ATTEST:

SHANNON L. CORIN, Interim City Clerk

DATED this 12th day of June, 2012

CITY OF PORT ORCHARD

Contract No. 049-12

CHIEF ALAN TOWNSEND
Port Orchard Police Department

Approved this 12 day of July, 2012

MAYOR TIMOHTY C. MATTHES
Port Orchard, Washington

APPROVED AS TO FORM:

GREGORY A. JACOBY, City Attorney

ATTEST:

BRANDY RINEARSON, CMC, City Clerk

DATED this 12 day of July, 2012

CITY OF POULSBO

CHIEF DENNIS SWINEY
Poulsbo Police Department

Approved this 16th day of April, 2012

MAYOR BECKY ERICKSON
Poulsbo, Washington

APPROVED AS TO FORM:

JAMES HANEY, City Attorney

ATTEST:

JILL A. BOLTZ, City Clerk

DATED this 16th day of April, 2012

TRAFFIC SAFETY TASK FORCE EMPHASIS PATROL

OPERATIONAL GUIDELINES

PURPOSE: The Traffic Safety Task Force Emphasis Patrol is committed to traffic safety, including the prevention of alcohol and other drug-impaired driving, underage drinking, speeding and occupant protection offenses through coordinated, multi-agency deterrence.

DEFINITIONS: The definitions in the "Interlocal Agreement for Mutual Aid and Establishing a Traffic Safety Task Force" to which this document is attached and incorporated, are incorporated into this Attachment 1, by reference.

A. OBJECTIVES

1. To improve traffic safety in Kitsap County, including a reduction in the incidence and prevalence of alcohol and other drug-impaired driving, underage drinking, speeding and occupant protection offenses in Kitsap County.

2. To increase law enforcement staffing to maximum levels in targeted high traffic, high DUI, and collision arrest areas based upon statistical analysis.

3. To increase public attention on traffic safety.

4. To focus media attention on traffic safety.

5. To enhance communication and cooperation among law enforcement agencies in Kitsap County.

B. SELECTION OF OFFICERS

1. Each participating agency will be asked to provide at least one officer for each emphasis patrol. Agencies with restricted jurisdiction will be asked to offer an equivalent, alternative level of participation.

2. Each participating officer must be either a general authority peace officer as defined in RCW 10.93.070 or a specially commissioned peace officer as defined in RCW 10.93.090. Specially commissioned officers may not exceed the scope of their special commissions when exercising their law enforcement authority under the consents grated in Subsection 12 of the Traffic Safety Task Force Mutual Aid Agreement and Interlocal Agreement.

3. Participating agencies will be encouraged to assign highly-motivated officers who demonstrate an interest in traffic safety enforcement.

C. SUPERVISION

1. The hosting agency will be required to provide a first level supervisor for the patrol shift for Task Force operations.

2. The hosting agency supervisor will coordinate the briefing to be held prior to the beginning of the patrol shift for Task Force emphasis operations, present area details and agency concerns and provide any associated paperwork, if necessary.

3. The supervisor will work the entire emphasis patrol shift for Task Force emphasis operations and will have overall responsibility for the coordination of the emphasis patrol.

4. The supervisor(s) will field all questions and complaints concerning the emphasis patrol. All citizen complaints will be forwarded to the parent agency of any officer involved in the complaint.

5. The supervisor(s) will have the sole authority to return an officer to his/her agency as a result of inappropriate behavior. If the supervisor takes this action, a written report of the incident will be promptly forwarded to the parent agency.

6. Officers assigned to the emphasis patrol will be expected to follow their parent agency's policies with regard to pursuit and arrest procedures and all other matters of professional conduct. However, officers will also be expected to follow the direction of the emphasis patrol supervisor(s).

D. OFFICER RESPONSIBILITY

1. Officers will work their assigned areas according to the guidelines provided by the supervisor(s), focusing on detection and apprehension of impaired drivers, and the enforcement of underage drinking, speeding and occupant protection statutes.

2. When a DUI arrest is made, the arrestee will be taken to the nearest participating BAC Verifies facility for processing or to the Kitsap County Jail. Officers will follow the specific guidelines offered at briefings before each emphasis patrol as to specifically targeted areas, such as occupant protection, traffic safety emphasis patrols.

3. Officers will follow their parent agency guidelines for report writing. Unless otherwise required by an officer's parent agency, each arrest will be filed in the jurisdiction of the arrest.

4. At the end of each emphasis patrol shift, each officer will provide the Task Force coordinator with an account of his or her activity for that shift using the activity log form provided.

5. Emphasis patrol officers will be expected to provide back-up and cover for one another.

6. Officers will respond to traffic collisions to provide assistance and traffic control. If a collision is alcohol-related, the emphasis patrol officer will investigate and make any arrests or citations as necessary. If alcohol is not involved, investigation will be left to the appropriate regular duty officer(s).

7. Coffee and lunch breaks will be provided; however, these breaks will be restricted to no more than two marked units together at one time.

8. If citizens inquire as to the presence of an outside agency officer in the emphasis area, officers will explain their role in the Traffic Safety Task Force Emphasis Patrol

E. TARGET AREAS AND DEPLOYMENT

1. The emphasis patrol will be assigned to target areas based on intelligence information from participating agencies, DUI arrest and collision data, occupant protection surveys, and discussions of the Traffic Safety Task Force Enforcement Committee.

2. The target areas will be assigned by rotation so that each participating agency's jurisdiction is included, unless a higher priority target is identified by the Enforcement Committee.

3. The hosting agency supervisor will coordinate the deployment of officers assigned to the emphasis patrol. Each officer will be provided with a map of the target area and briefing information.

F. COMMUNICATIONS

1. All emphasis patrol communications will be on a frequency as agreed upon by Central Communications and the Task Force Supervisor

2. Requests for data or impound will be made through the appropriate dispatch agency.

G. GENERAL POLICIES

1. No DUI arrestee will be released to their own custody. Unless booked into jail, arrestees will only be released to a responsible, sober person or transported home.

2. DUI arrestees who are combative or otherwise uncooperative will be taken to the Kitsap County jail. Booking of such arrestees will be left to the discretion of the officer based on his/her parent agency policies.

3. Beginning July 1, 2011, RCW 46.55.360 "Hailey's Law" requires the vehicles of motorists cited for driving while intoxicated must be impounded for a minimum of 12 hours.

KITSAP COUNTY SHERIFF'S OFFICE

SHERIFF STEVE BOYER
Kitsap County Sheriff's Office

Approved this 1 day of Nov, 2012

BOARD OF COMMISSIONERS
KITSAP COUNTY, WASHINGTON 12-10-12

Robert Gelder, Chair

Charlotte Garrido, Commissioner

Josh Brown, Commissioner

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

ATTEST:

APPROVED AS TO FORM:

Kitsap County Prosecutors Office

DATED this 02 day of January, ~~2012~~ 2013