

RESOLUTION NO. 147

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO
EXECUTE AN EXTENSION OF THE INTERLOCAL AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF UNIVERSITY
PLACE FOR LAW ENFORCEMENT SERVICES

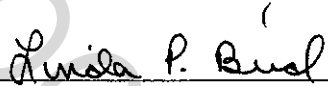
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City an extension to the agreement with Pierce County for law enforcement services, extending the agreement through December 31, 2001.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon signing.

ADOPTED BY THE CITY COUNCIL ON MAY 5, 1997.



Linda P. Bird, Mayor

ATTEST:



Susan Matthew, City Clerk

**INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE
RELATING TO LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the **CITY OF UNIVERSITY PLACE**, a municipal corporation of the State of Washington (herein referred to as "CITY") and is applicable to all properties located within the geographic area described in Exhibit "A" (herein referred to as "incorporated area") attached hereto and incorporated by this reference.

WHEREAS, pursuant to Chapter 35.02 Revised Code of Washington (RCW), the CITY established August 31, 1995 as its official date of incorporation and upon that date commenced operations as a CITY; and

WHEREAS, pursuant to Chapter 35.02 RCW, as of the date of incorporation local governmental authority and jurisdiction with respect to the newly incorporated area transferred from the COUNTY to the CITY; and

WHEREAS, on or about August 31, 1995, the parties entered into an interim agreement to provide, among other services, law enforcement services to CITY residents until December 31, 1995 or until such time as a long-term agreement for the provision of the services described herein is executed; and

WHEREAS, as the CITY and the COUNTY share the same commitment to the law enforcement philosophy of community oriented policing, the CITY has determined it is in the CITY's interest to execute a long-term agreement for law enforcement services with the COUNTY; and

WHEREAS, the COUNTY has the resources necessary to continue to provide law enforcement services; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34 and Section 35.02.225;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows:

SECTION 1. PURPOSE. The purpose of this agreement is for the COUNTY to provide to the CITY and its residents law enforcement services through the Pierce County Sheriff's Office (PCSO).

SECTION 2. DIRECT SERVICES. The County will provide law enforcement services as described in the categories below within the incorporated area twenty-four (24) hours per day, rendering such services at the level described in Exhibit "B" attached hereto and incorporated by this reference.

- A. **Patrol/Traffic Enforcement Deputies.** Patrol/traffic enforcement services shall constitute the first response for the enforcement of state law and CITY-adopted municipal criminal and traffic codes. Patrol services shall include reactive patrol to respond to residents' and business' calls for services, proactive patrol to prevent and deter criminal activity, traffic patrol to enforce applicable traffic codes, traffic accident investigation, and any other lawful assignment the CITY deems necessary. Other services included within this category are: SWAT, Lab entry, air services, reserves, volunteers, bicycle patrol, canine patrol, and the Community Support Team. As written, this agreement assumes a minimum of three (3) patrol deputies per shift for a total of fifteen (15) full time equivalent patrol deputies. One (1) traffic deputy will also be provided. These deputies have adequate supervision available through the PCSO Command, the sergeant and Command/Liaison officer whose positions are separately delineated in this agreement.
- B. **Command/Liaison.** Command/Liaison will consist of an officer of the rank of lieutenant who will act as the COUNTY's liaison and the CITY's police manager. The lieutenant is to act in the same fashion as a city police chief by coordinating the daily delivery of service and supervising the officers assigned. The costs of one sergeant is included in this agreement. The sergeant will be selected with input from the CITY manager or his/her designee and will be assigned to the CITY to provide patrol supervision and assist the Command/Liaison as directed.
- C. **Investigation Services.** Investigation services consists of general criminal investigations by officers assigned to investigation division and, when required, the services of officers assigned to special units investigating such crimes as narcotics, asset forfeiture, homicide, special assaults, fraud. These officers are supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control and Automatic Fingerprint Identification System (AFIS).
- D. **Law Enforcement Support Agency.** The COUNTY utilizes the Law Enforcement Support Agency (LESA) to provide law enforcement communications, records management, and related administrative support services. In contracting for services, the CITY and COUNTY agree that LESA will continue providing communication, records maintenance, and related administrative support services. The CITY agrees that if it desires any change in procedures, protocols or other provisions of communication and records maintenance services that they will meet and confer with the COUNTY and LESA to determine a mutually acceptable alternative.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 1997. Base year costs and unit costs for Sheriff services for 1997 are shown in Exhibit "B". The deputies included in this Exhibit will have adequate supervision available through the PCSO Command, and through the Lieutenant and Sergeant whose positions are also shown in Exhibit "B".
- B. Annual Increases for Direct Services. Except as modified below, the annual cost increase for direct services (which are defined as Patrol/Traffic, Command, Investigation, Clerical Support, and CJRO) for each year after 1997 shall be the 1997 base cost shown in Exhibit "B", plus the growth in the previous year's July to June Seattle Consumer Price Index for Urban Consumers. Any annual increase will be limited to a minimum of three percent (3%) and a maximum of six percent (6%) for 1998 and 1999, and two percent (2%) minimum and a seven percent (7%) maximum for 2000 and 2001.
- C. Calculation of LESA Costs. The annual costs shall be the City of University Place's share of the LESA budget based upon the percentage of services provided and the cost allocation methodology developed by LESA. For 1997 the maximum shall not exceed \$350,000, and for 1998 the maximum shall not exceed \$375,000.
- D. Support Service Costs. Commencing in 1999, there will be an annual charge for Support Services (defined as Canine, SWAT, Air Operations, Lab Team, and Hazardous Devices). This charge shall be determined by multiplying University Place's percentage of calls for each service from the prior full year times the total full cost budget for each service in the new year. For instance, the charges for 1999 will be based upon the 1997 actual use percentages multiplied by the 1999 full cost budget for each service. The full cost budget is defined as the direct budgeted cost plus 15% for administration and support.

If the COUNTY elects to provide the above services to other Pierce County cities at no or significantly reduced charges, then these charges will be reduced accordingly for the City of University Place.

- E. Investigation Costs. Commencing in 1999, the annual charges for Investigation Services shall be divided into 2 components. The first component would be the 1997 cost of the Detective stationed at University Place (\$91,763) increased by the CPI factor referenced above for each subsequent year beyond 1997.

The second component would consist of annual charges for general investigation services. Such charges shall be determined by multiplying University Place's percentage of calls assigned to investigation from the prior full year times the total full cost budget in the new year. For instance, the charges for 1999 will be based upon the

1997 actual cases assigned to investigation percentage multiplied by the 1999 full cost budget for investigation services. The full cost budget is defined as the direct budgeted cost plus 15% for administration and support.

The calls assigned to investigation calculations will exclude the cases assigned to the Detective stationed at University Place referenced above.

- F. Clerical Support. The COUNTY shall provide one Office Assistant to support the University Place Sheriff's operation, commencing in the first half of 1997. The cost of this position shall be assumed by the CITY in 1997, shall be assumed by the COUNTY in 1998, and shall be assumed by the CITY in 1999 and beyond.
- G. Facility. The Sheriff's department will guarantee provision of a base facility at either the Lakewood Precinct or the Marine Services Unit office. The cost of any other base facility located in University Place shall be assumed by the CITY.
- H. Charges for Optional Special Services. The PCSO is a full service police agency and a number of optional, specialized services can be provided at the CITY request. Such services or programs include: vice activities, TNET, Crime Prevention, Crime Stoppers, DARE, Community Justice Resource Officer (CJRO), marine patrol, parks patrol, and search and rescue. To the extent the CITY does not select one or more support services designated as optional special contract services, the COUNTY will not charge the CITY for those services. In the event any of these services are deployed at the request of the CITY manager or his/her designee with the appropriate authority, the CITY and the COUNTY shall meet and confer to determine the specific cost arrangement by which the COUNTY will bill and the CITY will pay for such optional services.
- I. Purchase of Additional Direct Services. The description of services to be provided in 1997 is as indicated in Exhibit "B". The COUNTY will provide additional Deputies, Command, Detectives, and Clerical Support at the unit cost reflected in Exhibit "B", appropriately adjusted for inflation. Other services not reflected in Exhibit "B" may be provided at costs negotiated between the CITY and the COUNTY.
- J. Billing Procedure. The costs of services as outlined will be billed monthly during the first week by the COUNTY. Payments by the CITY will be due by the end of the current month. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance from the date of delinquency until paid, at an interest of one half of one percent (.5%) per month.

- K. Reserve Deputies. The COUNTY will recruit residents of the City of University Place to be reserve deputy sheriffs. The CITY will support that recruiting effort. All applicants must meet the Sheriff's Departments minimum qualifications, training, and on-going program participation requirements. Periodic reserve academy training will be conducted, as determined by the COUNTY. Once training is completed, the COUNTY will deploy these volunteers as reserve deputy sheriff's in the City of University Place. Under certain circumstances (such as an emergency), as determined by the COUNTY, these reserves may be deployed elsewhere for the duration of the event. Reserves who are not residents of University Place may be used in University Place.

The COUNTY and CITY agree that such reserve officers must be used in a manner that is consistent with Section 9, USE OF NON-SWORN PERSONNEL.

SECTION 4. COMMAND/LIAISON. The COUNTY shall designate a COUNTY officer of the rank of lieutenant to act in the capacity of Command/Liaison to the CITY and the CITY's police manager. The COUNTY shall also provide a designated COUNTY officer of the rank of sergeant who will act as an additional liaison to the CITY and as the assistant to the Command/Liaison. The Command/Liaison will handle day-to-day operational concerns identified by CITY officials and residents. In addition, the Command/Liaison or other designated supervisory staff will be available to the CITY during certain days and hours, as mutually agreed to by the lieutenant and the CITY manager or his/her designee for such activities as meetings of the CITY council and appropriate community meetings. Selection of the Command/Liaison to be assigned to the CITY will be done by PCSO with the advice of the CITY manager or his/her designee.

The duties of the Command/Liaison shall include:

- A. To work with the CITY manager or his/her designee to establish goals and objectives for CITY police services which reflect the specific needs within the CITY.
- B. Coordinate police activities within the CITY, including hours of operation and CITY specific protocols and procedures.
- C. Review the performance of officers assigned to the CITY. Report to the CITY manager or his/her designee and PCSO any recommendations for performance improvement.
- D. Coordinate duties of officers assigned to the CITY as specific needs arise, as requested by the CITY manager or his/her designee within the context of established policies and procedures. Report to PCSO any changes in duty of CITY assigned officers.

- E. Oversee the implementation within the CITY of all PCSO policies and procedures. Maintain a copy of current CITY police procedures on file at CITY hall for the CITY's reference. Notify the CITY manager or his/her designee of any COUNTY procedures or changes which either supplement or possibly detract from the CITY'S goals and objectives for police services.
- F. Oversee the implementation of all CITY policies and procedures relating to police services. Provide to PCSO any written information relative to police services created by the CITY. Notify PCSO of all procedures which differ from PCSO policies and procedures.
- G. Identify areas of supplemental training for officers assigned to the CITY. Make recommendations to PCSO for supplemental training. Make recommendations to the CITY manager or his/her designee for training not provided by PCSO.
- H. Provide supervision and direction to the sergeant assigned to the CITY as well as other assigned personnel, and liaison with PCSO command.

SECTION 5. REPORTING.

- A. Patrol Districts. PCSO will establish patrol districts that encompass the CITY in order to assure accurate collection of data related to criminal and traffic activity. The patrol districts will coincide with CITY limits as closely as possible without compromising efficient use of reactive patrol officers. A patrol district is a geographical area of a size and configuration designed to minimize response times to citizen's calls for services. Response time is typically measured from the time a call is received to the time the unit arrives on the scene.
- B. Notification of Significant Criminal Activity. The Command/Liaison, or his or her designee, will immediately notify the CITY manager or his/her designee of any significant criminal occurrence within the CITY. The term "significant" shall be construed in this Agreement as felony offenses occurring within the CITY or other offenses that the City manager deems significant.
- C. Quarterly Report. The COUNTY will provide a written quarterly report on dispatched calls for service to include the time of the call is received to the time of dispatch, the time of dispatch to arrival and the time from arrival to clearance. As well, the COUNTY shall provide a mutually acceptable report to the CITY which will contain information relating to criminal and traffic activity occurring within the CITY and on law enforcement services that fall within the category of patrol/traffic described in Section 2 occurring within the CITY.

- D. Special Services Report. The COUNTY recognizes that certain services are deemed to be optional and special (for example: vice activities, TNET, Crime Prevention, Crime Stoppers, DARE). The COUNTY agrees to provide a mutually acceptable report to the CITY which allows for a determination of the services level received by the CITY.
- E. Dedicated Patrol Units. The COUNTY recognizes that it is providing sworn police services dedicated to the CITY. In so doing, the law enforcement services shall be dedicated to the CITY and shall not be used elsewhere within Pierce County; provided however, that in the event of emergency or a call by an officer for assistance, then the mutual aid may be rendered.

SECTION 6. OFFICER ASSIGNMENT, RETENTION, DISCIPLINE AND HIRING.

The Pierce County Sheriff shall hire, assign, retain, and discipline all employees according to collective bargaining agreement, civil service rules, and state and federal law.

The COUNTY is acting hereunder as a independent contractor so that:

- A. Standards of Performance Governed by COUNTY. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by the COUNTY. Provided however that only qualified, trained personnel meeting all of the requirements of applicable State laws or regulations shall be utilized in the performance of services under this contract.
- B. Assignment of Deputies. In the assignment of deputies, the COUNTY shall use, whenever possible, deputies who volunteer for duty within the CITY. In those instances where there is an insufficient number of deputies who volunteer for duty within the CITY, then the Sheriff shall determine who shall be assigned for duty. The COUNTY and the CITY will work together to encourage officer retention to provide continuity of service, and promote diversity in the work force which is reflective of the diversity of the community.
- C. CITY Input on Personnel Matters. The CITY shall retain the right to meet and confer with the Sheriff with respect to those personnel who are assigned to work within the CITY. In the event that the CITY has requested the reassignment of personnel and the Sheriff does, in fact, reassign the personnel, the reassignment shall not be considered disciplinary or in any way reflect upon the performance evaluation of the deputy. Provided however, that issues of discipline or performance will be specifically handled according to Departmental policies.

SECTION 7. LABOR NEGOTIATIONS. The CITY may participate with other cities that contract with the COUNTY for law enforcement services to select no more than two (2) representatives who shall have the right to advise and have input to the COUNTY in any labor

negotiations between the COUNTY and the collective bargaining units representing the employees of PCSO. Provided however, that all such advice and input is done in accordance with the rules established by the parties to the negotiations.

SECTION 8. USE OF NON-SWORN PERSONNEL. The CITY and COUNTY agree that non-sworn personnel and volunteers are an important part of policing the community. The COUNTY recognizes that it may not use volunteers to supplant jobs otherwise occupied by members of collective bargaining units. The COUNTY and CITY agree that non-sworn personnel and other volunteers may be used in a variety of capacities provided that positions within the collective bargaining unit are not supplanted. To this end, such activities as parking enforcement, certain records management, missing children services, lost property services, vacation house checks, business watch and other activities which are not done by any member of a collective bargaining unit are all examples of activities which are subject to being performed by non-sworn personnel or volunteers. The list of activities provided within this paragraph is illustrative only and not meant to be an exclusive list of all such activities.

SECTION 9. CITY RESPONSIBILITIES. The COUNTY maintains control over the incidents of employment related to the provision of law enforcement services.

The CITY shall develop with the assistance of the Command/Liaison and provide to the COUNTY the general policies which it desires to provide to the citizens of the CITY in relation to the provision of law enforcement services. The COUNTY will then make operational decisions to implement the philosophy of the CITY. In the implementation of the law enforcement services, the COUNTY and CITY shall meet and confer to assure that the implementation of services is consistent with the philosophy of the CITY. The CITY acknowledges that there are certain policies relating to the provision of law enforcement services that are not within its control due to the need for uniform policies for PCSO employees County-wide, or the governance of certain issues by state or federal law. Examples of policies and procedures that are subject to CITY control and those that are not are listed in Exhibit "C" attached hereto and incorporated herein by this reference.

In support of the COUNTY providing the services described above, the CITY shall perform as follows:

- A. **Municipal Police Authority.** CITY shall retain all police powers and by virtue of this agreement, confers municipal police authority on such COUNTY officers as might be engaged hereunder in enforcing CITY ordinances within CITY boundaries, for the purpose of carrying out this agreement.
- B. **Municipal Code.** The CITY shall, to the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances to have such ordinances be consistent with ordinances of the COUNTY or state law. It is

recognized that it is in the interest of both parties to this agreement that reasonable uniformity of common regulations will promote efficient provision of law enforcement services. Nothing in this language shall prevent the CITY from adopting ordinances it determines to be necessary and in the best interest of the citizens of University Place.

- C. The CITY will provide office space and equipment as the CITY deems necessary for the Command/Liaison and assigned deputies.
- D. Interaction with Command/Liaison. The Command/Liaison will receive the following supervision from the CITY manager or his/her designee:
 - 1. The Command/Liaison shall report to the CITY manager or his/her designee and to the existing command structure with the Pierce COUNTY Sheriff's Office (PCSO)
 - 2. In the event a CITY procedure, policy goal or operation differs from the COUNTY's, the CITY manager or his/her designee and PCSO shall negotiate to reach a final determination as to which policy will prevail. The CITY and COUNTY will share responsibility and liability for any mutually negotiated deviation from COUNTY procedure, policy or operation.
 - 3. The CITY manager or his/her designee shall have the general duty and responsibility of providing to the assigned Command/Liaison general direction relative to the furnishing of law enforcement services to the CITY.
 - 4. The Command/Liaison shall maintain communication between the CITY and PCSO command structures to ensure that changes in the COUNTY polices are agreeable to the CITY and that changes in the CITY policies are agreeable to the COUNTY.

SECTION 10. CITY PURCHASES. CITY shall supply at its own cost and expense any special supplies, stationary, notices, forms where such must be issued in the name of the CITY. COUNTY shall provide supplies and equipment routinely provided to its deputies,

- A. Additional Technology. It is the desire of the CITY to maintain a police force which are equipped with the latest technology. The COUNTY agrees to provide deputies who are trained and equipped with such technology as is customarily provided to its patrol deputies. Such technology may include, but is not limited to: mobile data terminals (MDTs), AFIS, GIS, computer access to criminal history data and other like data, and other current technology utilized within law enforcement. Any technology not currently in use or not customarily provided to patrol deputies, such as radar, may be requested by the CITY, and the COUNTY and the CITY agree to meet and confer

over the need for acquisition, training, or use. The final decision shall be that of the Sheriff.

- B. **Additional Training.** The CITY has indicated that it may desire to have the deputies assigned to duty within the CITY, attend additional or supplemental training. Such training would be requested by the CITY and approved by the Sheriff who will not unreasonably withhold his approval. Such training shall be done at the sole cost and expense of the CITY.
- C. **Community Identity.** Patrol vehicles which are assigned to the CITY shall display the color, identification and other logo of the CITY. Additionally, the vehicles will indicate that they are PCSO vehicles. The form of identification will be determined jointly by the COUNTY and CITY. PCSO maintains a uniform declared by State law. It is a uniform which carries a great deal of pride. The CITY recognizes that the assigned personnel will retain the uniform of the Pierce County Sheriff's Office; however, the COUNTY agrees that assigned personnel may wear additional identification in the nature of a pin, patch, or other like identification indicating affiliation with the CITY. The nature and design of any additional identification will be determined jointly by the Sheriff and CITY and provided to PCSO by the CITY.

SECTION 11. CONTRACT ADMINISTRATION.

- A. **CITY Council.** The CITY Council of University Place when constituted as a Committee of the Whole, will review issues of policy and confidential matters relating to law enforcement services within the CITY.
- B. **COPS Committee to Provide Policy Advice.** The CITY shall establish a Community Oriented Policing Committee (COPS) comprised of representatives from the CITY Council, residents, business owners, and PCSO to act as an advisory committee to the Command/Liaison, the CITY manager, and the Council Committee of the Whole. The Committee shall develop and recommend to the CITY Council a plan for implementing, directing and evaluating a community based policing program for the CITY. The committee shall establish clearly defined policies and goals, performance measurements, standard, and benchmarks for evaluating the quality of the County's police services in achieving the goals of the adopted community oriented policing plan.
- C. **Daily Operations.** The CITY manager or his or her designee, shall be responsible for communicating with the Command/Liaison officer the general direction of policing and the general daily operations of the policing within the CITY. This designation shall not intrude upon the province of the PCSO staff in the actual delivery of police services, but shall be the method of communication through the respective CITY and PCSO command structure.

- D. **Dispute Resolution.** In the event of a dispute in the administration of this agreement, the CITY manager or his or her designee shall discuss the dispute with the Command/Liaison in an attempt to resolve the problem. Any problem which cannot be resolved by the CITY manager and the Command/Liaison shall be referred to the Pierce County Sheriff who will negotiate with the CITY manager. If the dispute cannot be resolved by the CITY manager and the Pierce County Sheriff, the dispute will be referred to the COUNTY Executive and the County Executive Director for Public Safety who will negotiate with the CITY manager to resolve the dispute.
- E. **Mediation of Disputes.** If after following the dispute resolution procedure described herein, the CITY manager and the COUNTY Executive are unable to resolve a claim or dispute stemming from this Agreement, the parties agree to participate in non-binding mediation before a third party whose selection will be mutually agreed upon. The cost of mediating the dispute will be borne equally by both parties.

SECTION 12. TERM OF CONTRACT AND TERMINATION. Term of Agreement: The term of the contract shall extend through 2001. Thereafter, this agreement shall renew automatically from year to year unless the termination process outlined herein is invoked.

- A. **Process for Termination:** Neither party may terminate the contract before 11:59 p.m. December 31, 2001. If either party desires to terminate the contract at that date, they shall provide written notice no later than June 30, 2000 with termination to be effective at 11:59 p.m. December 31, 2001. In the event that the contract automatically renews beyond 2001, but will be terminated in any subsequent year, then notice must be given no later than June 30 of the year prior to the year in which the services are to terminate. Termination in any subsequent year shall be effective on December 31, at 11:59 p.m. For example, if the contract is to terminate December 31, 2004, then notice hereunder must be given no later than June 30, 2003. When notice of termination is given, the parties agree that a transition plan shall be established. A transition plan shall be established no later than June 30, 2001 (or June 30 of the year of termination) which provides for an orderly transition of police service responsibilities from the COUNTY to the CITY.
- B. **Transition Plan:** The Transition Plan shall identify and address any personnel, conveyance of capital equipment to the CITY's newly formed police force, if applicable, workload, assignment and any other issues related to the transition. Each party shall bear its own cost in developing the transition plan.

- C. Implementation of Plan: The COUNTY and CITY agree to use all best efforts to effect a mutual implementation of the transition plan to provide an ordered, effective transition of services.
- D. At the termination of this contract, the CITY shall have the option to purchase the COUNTY owned vehicles assigned to Deputies in University Place at the then existing undepreciated value of those vehicles.

SECTION 13. INDEMNIFICATION AND DEFENSE. The COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

SECTION 14. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

SECTION 15. INSURANCE COVERAGE. The CITY shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 16. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 17. ASSIGNMENT. Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 18. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF UNIVERSITY PLACE
P.O. Box 64289
University Place, Washington 98466

Attention: City Manager

Any formal notice or communication to be given by the CITY to the COUNTY under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

PIERCE COUNTY
Pierce COUNTY Executive's Office
930 Tacoma Avenue South, Room 737
Tacoma, Washington 98402-2100

Attention: Executive Director of Public Safety

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 19. COUNTY AS INDEPENDENT CONTRACTOR. COUNTY is, and shall at all time be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of the COUNTY's agents or employees. The COUNTY shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement.

Nothing in this agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded COUNTY or CITY employees by virtue of their employment.

SECTION 20. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

SECTION 21. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 22. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 23. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 24. FILING. Copies of this Interlocal Agreement, together with the resolution of the Pierce County Council and the University Place City Council approving and ratifying this agreement, shall be filed with the University Place City Clerk, the Pierce County Auditor, and the Secretary of State of Washington after execution of the agreement by both parties.

SECTION 25. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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IN WITNESS WHERE OF, the parties have caused this agreement to be executed on the day and year the last signature hereto is affixed.


UNIVERSITY PLACE



ROBERT W. JEAN
University Place CITY Manager

5/16/97
Date


PIERCE COUNTY



DOUG SUTHERLAND
Pierce COUNTY Executive

5/19/97
Date


Approved as to Form:



TIM SULLIVAN
University Place CITY Attorney

5/16/97
Date

Approved as to Form:



KEITH M. BLACK
Chief Civil Deputy Prosecuting Attorney

5/27/97
Date

EXHIBIT "A"
INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE
RELATING TO LAW ENFORCEMENT SERVICES

CITY OF UNIVERSITY PLACE - BOUNDARY LEGAL DESCRIPTION
(Revised October 16, 1995)

That portion of the southwest 1/4 section of Section 4, Township 20 North, Range 2 East of the W.M., lying West of the center line of Day Island Waterway extended North to the Outer Harbor Line (Day Island), and all of Sections 9, 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, Township 20 North, Range 2 East of the W.M.;

EXCEPT those portions of the above Sections lying within the present city limits of the Town of Fircrest and the City of Tacoma as they existed on September 14, 1993.

EXCEPT those portions of unincorporated Pierce County within the proposed urban growth area of the City of Fircrest in Sections 10, 11, 14, and 15, Township 20 North, Range 2 East W.M., shall be excluded as follows:

That portion of Sections 10, 11, 14, and 15, Township 20 North, Range 2 East, W.M., lying east of the West right-of-way line of 67th Avenue West/Mildred Street West (formerly known as Anderson Pierce County Road) and north of the South right-of-way line of 44th Street West, and north of the east-west centerline of the Southeast Quarter of Section 14, Township 20 North, Range 2 East, lying east of the East right-of-way line of Alameda Avenue West.

AND

That portion of Sections 26, 27, 28, 29, Township 20 North, Range 2 East of the W.M., lying Northerly of the following described line:

Beginning at the intersection of the center line of Chambers Creek and the East Shoreline of Puget Sound to Section 29, thence upstream and Easterly along said center line of Chambers Creek to intersect the center line of Leach Creek; thence upstream, Easterly and Northerly along the center line of Leach Creek to the North line of said Section 26; thence East along said North line to the Westerly end of the right-of-way of 64th Street West; thence South to the South line of said right-of-way; thence east along the south line of 64th Street West to the East line of said Section 26 and termination of said line,

EXCEPT that portion of said Section 29, lying within the limits of the Town of Steilacoom as they existed on September 14, 1993.

EXCEPT those portions of Meadow Park Golf Course north of the centerline of Leach Creek in Sections 23 and 26 of Township 20 North, Range 2 East, annexed to the City of Tacoma by Ordinance 25605.

INCLUDING a portion of the Northwest Quarter of Section 26, Township 20 North, Range 2 East of the Willamette Meridian and more particularly described as follows:

Commencing at the Northeast corner of said subdivision thence North $89^{\circ}07,50''$ West along the North line of said subdivision for a distance of 530.00 ft. to the point of beginning, thence continuing along said North line North $89^{\circ}07,50''$ West for a distance of 381.24 ft. thence South $09^{\circ}46,15''$ East for a Distance of 72.55 ft. thence South $65^{\circ}10,56''$ East for a Distance of 156.80 ft. thence North $81^{\circ}50,23''$ East for a distance of 58.99 ft. thence North $64^{\circ}53,30''$ East for a distance of 184.21 ft. thence North $01^{\circ}44,20''$ East for a distance of 45.0 ft. to the point of beginning.

AND

EXCEPT those portions of Sections 4, 9, 16, 17, 20, 29, lying West of the Outer Harbor line.

Situated in Pierce County, Washington.

EXHIBIT "B"
1997 UNIVERSITY PLACE SHERIFF SERVICES

| <u>Function</u> | <u>Number/Type</u> | <u>Unit Cost</u> | <u>Annual Cost</u> |
|-------------------------------|--------------------------------|------------------|---------------------------|
| A. Patrol/Traffic Enforcement | 16 Deputies | \$85,387 | \$1,366,192 |
| B. Command/Liaison | 1 Lieutenant | 104,875 | 104,875 |
| | 1 Sergeant | 91,763 | 91,763 |
| C. Investigation | 1 Detective | 91,763 | 91,763 |
| | General Investigation Services | 361,437 | <u>361,437</u> 453,200 |
| D. CJRO | 1 Deputy | 85,387 | 85,387 |
| E. LESA | - | - | 350,000 |
| F. Clerical Support | 1 Office Assistant | 44,700 | 44,700 |
| | | | <u>\$2,496,117</u> |

OPTIONAL CONTRACT SERVICES

- A. Additional Deputy, Command, Detective or Clerical Support positions can be provided for the unit cost figures indicated above.
- B. Other Special Services not referenced above will be provided per a specific arrangement between the COUNTY and the CITY.

EXHIBIT "C"

POLICY DEVELOPMENT AND IMPLEMENTATION - DESIGNATION OF RESPONSIBILITY.

I. Discretionary Policies Under the Control of the CITY.

Prioritization of reactive patrol free time; awards program; travel and expense guidelines; false alarm ordinance/responses; impound procedures; community policing; crime prevention standards; supplemental reports; incident notification policies;

II. Discretionary policies which need to be negotiated with the COUNTY.

Accident response criteria; Court attendance policies; Uniform/equipment/vehicles (including appearance regulation); Use of Non-sworn personnel; Reserve program; K-9 policing; traffic enforcement policy and procedures; response priorities; Shift hours; prioritization of assigned detective workload.

III. Discretionary Policies Which Require Uniform Application Throughout the Pierce COUNTY Sheriff's Department

Pursuit policy; seized property; basic skills training (emergency vehicle operations and firearms training and review); standard equipment, use of equipment, standard operating procedure, use of force; off-duty work; personnel evaluation system; reporting forms; SWAT deployment; alternative work schedules; labor contracts; standards of conduct; arrest warrant policies; supervisory standards.

IV. Policies Mandated by Local, State, and/or Federal Law

Domestic violence response; Search and rescue; Civil process; Landlord-tenant policies; Abandon/unclaimed property; Training (BAC, first aid, computer information access training, airborne/blood borne pathogens, OSHA/WSHA/EPA requirements); Pierce COUNTY Code of Ethics; Public disclosure and records; Gun permits; Fair Labor Standards Act; Family leave & benefits policies; Americans with Disabilities Act; Career and civil service rules; EEOC guidelines/requirements; Disciplinary actions.