

RESOLUTION NO. 231

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO 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 amendment to the agreement with Pierce County for law enforcement services, extending the agreement through December 31, 2006. The City Council approves the amendment, in substantial form, as provided in Exhibit A of this Resolution.

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 SEPTMBER 7, 1999.


Debbie Klosowski, Mayor

ATTEST:

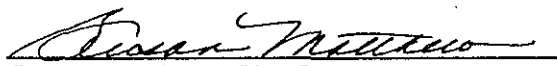

Susan Matthew, City Clerk

Exhibit A

**Amendment to the Interlocal Agreement Between
Pierce County and
The City Of University Place
Relating to Law Enforcement Services**

UNOFFICIAL DOCUMENT

**CONTRACT NUMBER 97-8544-1
AMENDMENT TO 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 that constitute the incorporated limits of the CITY.

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, the CITY has requested the COUNTY provide law enforcement services to the CITY; and

WHEREAS, the COUNTY has the resources necessary to provide law enforcement services to the CITY: 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 resident's law enforcement services through the Pierce County Sheriff's Department (PCSD).

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 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. **As written, this agreement includes seventeen (17) full time deputies, two of which are the Traffic and Pro-act deputies, and excludes School Resource Officers.** The City will fund one additional deputy on January 1, 2000 (Exhibit "B"). The County will provide said deputy to the City by no later than April 1, 2000. On January 1, 2000 the number of full time deputies will be increased to eighteen (18), excluding School Resource Officers. These deputies have adequate supervision available through the PCSD Command, the sergeants and Command/Liaison officer whose positions are separately delineated in this agreement.

As written, the County agrees to provide a minimum of three (3) deputies per shift. The minimum count shall include patrol deputies, School Resource Officers (when school is out) and one traffic deputy.

- B. Command/Liaison. Command/Liaison will consist of an officer of the minimum rank of lieutenant who will act as the COUNTY's liaison and the CITY's police chief. The lieutenant is to act in the same fashion as a regular city police chief by coordinating the daily delivery of service and supervising the officers assigned. The costs of two sergeants are included in this agreement. The sergeants 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 offices 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 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.
- E. **Special Events. The COUNTY at the CITY's request will make reasonable efforts to supply demonstration personnel for CITY community events at no**

charge. The CITY will provide at least two weeks-advanced notice of said request.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 1999. Base year costs and unit costs for Sheriff services for 1999 are shown in Exhibit "B". The deputies included in this Exhibit will have adequate supervision available through the PCSD Command, and through the Lieutenant and Sergeant positions 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 SRO) for each year after 1999 shall be the 1999 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 C.P.I.-U. increase will be limited to a minimum of three percent (3%) and a maximum of six percent (6%) for the full term of the contract. If at any time during this contract term the COUNTY negotiates with any new city, or an existing city when renewing and extending current contracts, and a increase in the CPI-U of less than 100% is provided to any of these cities, the CITY shall be provided the same adjustment in the current contract corresponding to the effective date of that CPI provision.**
- 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. **The increase in LESA charges for the year 2000 shall be no more than 5% higher than 1999 charges. The increase in 2001 and 2002 shall be no more than 10% and 16% higher respectively than the 1999 charges.**
- It is mutually recognized that the cost allocation methodology utilized by LESA provides a solid basis for determining the LESA costs for the City, and will be utilized for years 2003 -2006. However, if LESA costs between 2003-2006 are more than 7% annually above the preceeding year, the City and County will meet to determine a mutually satisfactory costing for such services.**
- 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 and referenced in previous amendment: Investigative services consist of two full time detectives assigned to the Chief of Police for University Place. These two detectives will be physically located at the University Place Police Station on July 12, 1999. The Chief for University Place will set priorities and assignments for the detectives.

The Detectives will be supported by the Sheriff's Department Criminal Investigation Division. The division will investigate the following:

- Domestic Violence
- Death Investigations
- Arson
- Serial Robbery
- Rape
- Murder
- Officer Involved Shooting
- Sexual Assault

The caseload distribution of University Place Detectives and the Pierce County Sheriff's Department Criminal Investigation Unit may be shared or overlap as needed and mutually agreed upon by the City Police Chief and the Criminal Investigation Unit Commander.

This is considered to be a "pilot project" for six months and will be reviewed no later than January 12, 2000 for consideration relative to changes. If neither the COUNTY nor the CITY propose changes by January 12, 2000, the investigations staffing will remain the same throughout the term of the contract.

- F. **Clerical Support.** The COUNTY shall provide one Office Assistant to support the University Place Sheriff's operation. . Except as provided in Section 12.E of this contract, the CITY shall pay the cost of this position during the full term of the contract. If at any time during this contract term the COUNTY negotiates with any new city, or with any existing cities when renewing and extending current contracts, this service at no charge, the CITY shall be provided same adjustment in current contract corresponding to the effective date of that provision.
- G. **Facility.** The CITY shall provide the facility for all law enforcement personnel. The COUNTY will provide all necessary supplies and office equipment for law enforcement personnel to meet the level of service provisions as specified in this contract.

- H. Charges for Optional Special Services. The PCSD 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 Stoppers, 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 1999 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 sheriffs 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.
- L. **Community Service Officers: The COUNTY will make a concerted effort in 1999 to create the position of Community Service Officer or a comparable position within the Civil Service system.**

SECTION 12. TERM OF CONTRACT AND TERMINATION.

Term of Agreement: The term of the contract shall extend through 2006. 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, 2006**. If either party desires to terminate the contract at that date, they shall provide written notice no later than **July 1, 2005** with termination to be effective at 11:59 p.m. **December 31, 2006**. In the event that the contract automatically renews beyond 2006, 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 December 31, at 11:59 p.m. For example, if the contract is to terminate **December 31, 2008**, then notice hereunder must be given no later than **June 30, 2007**. 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, 2006** (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 the 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.
- E. **Unplanned Fiscal Impacts:** Due to circumstances beyond the CITY'S governing powers, if the CITY'S revenues experience an unplanned major fiscal disruption, the CITY may need to eliminate sworn or non-sworn positions provided by the COUNTY to the CITY. Such positions include Sergeants, Detective-Sergeants, Detectives, Deputies, and Clerical positions. When eliminating positions, the CITY shall provide the COUNTY with the following advance notice:

One Position: 30 days notice
Two to three positions: 90 days notice
Four or more positions: 180 days notice

It is acknowledged that this staffing reduction in basic patrol will negate the minimum staffing proviso as described in Section 2.A., provided that the CITY provides the above indicated advance notice to the COUNTY, and provided that the resultant minimum staffing level is mutually agreed upon by both the CITY and the COUNTY at no less than 2 per shift during the

period of this contract. However, elimination of either or both of the School Resource Officer positions will not impact the minimum staffing levels.

SECTION 16. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employees. **The COUNTY shall remain committed to encourage a diverse workforce for law enforcement in the CITY.**

All other terms and conditions of said agreement shall remain the same.

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:

PIERCE COUNTY:

ROBERT JEAN, City Manager

DOUG SUTHERLAND, County Executive

Attorney (Approved as to Form)

Attorney (Approved as to Form)