

RESOLUTION NO. 36

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING EXECUTION OF AN AGREEMENT WITH PIERCE COUNTY RELATING TO ROAD AND TRAFFIC MAINTENANCE, LAW ENFORCEMENT, CORRECTIONS, EMERGENCY MANAGEMENT, DISTRICT COURTS, PROSECUTION, ASSIGNED COUNSEL, AND ANIMAL CONTROL SERVICES.

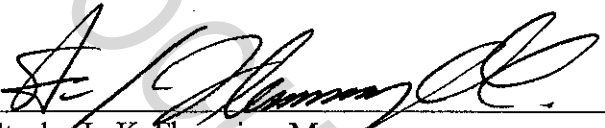
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City the Agreement between Pierce County and the City of University Place relating to Road and Traffic Maintenance, Law Enforcement, Corrections, Emergency Management, District Courts, Prosecution, Assigned Counsel, and Animal Control Services, a copy of which has been filed with the City Clerk.

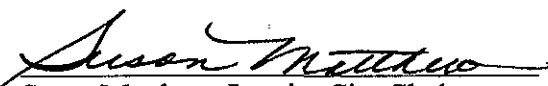
Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect on the official date of incorporation.

ADOPTED BY THE CITY COUNCIL ON JULY 24, 1995.


Stanley L. K. Flemming, Mayor

ATTEST:


Susan Matthew, Interim City Clerk

**INTERIM AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE
RELATING TO ROAD AND TRAFFIC MAINTENANCE, LAW ENFORCEMENT,
CORRECTIONS, EMERGENCY MANAGEMENT, DISTRICT COURT,
PROSECUTION, ASSIGNED COUNSEL, AND ANIMAL CONTROL SERVICES**

THIS INTERIM 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").

WHEREAS, the CITY has incorporated within an area which had previously been unincorporated Pierce County; and

WHEREAS, the CITY has established August 31, 1995 as its official date of incorporation and upon that date will commence operations as a CITY; and

WHEREAS, as of the date of incorporation local governmental authority and jurisdiction with respect to the newly incorporated area must transfer from the COUNTY to the CITY; and

WHEREAS, Revised Code of Washington (RCW) 35.02.225 authorizes counties in which a newly incorporated city is located to contract with the newly incorporated city for the continuation of essential services at the same level as was provided by the county prior to incorporation; and

WHEREAS, the parties desire to enter into an interim agreement to provide uninterrupted and adequate services to CITY residents until such time as a long-term agreement for the provision of the services described herein is executed between the CITY and the COUNTY or this agreement is terminated, whichever occurs first; and

WHEREAS, it is within the interests of the CITY and its residents for the COUNTY to continue to provide road and traffic maintenance, law enforcement, corrections, emergency management, district court, prosecution, assigned counsel, and animal control services; and

WHEREAS, the COUNTY has the resources necessary to continue to provide road and traffic maintenance, law enforcement, corrections, emergency management, district court, prosecution, assigned counsel, and animal control services; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW Chapter 39.34 and 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 to memorialize the agreement reached between the CITY and the COUNTY as to the continued provision by the COUNTY of road and traffic maintenance, law enforcement, corrections, emergency management, district court, prosecution, assigned counsel, and animal control services to the CITY for a interim period until such time as a long-term agreement relating to these services is reached or until the expiration of this agreement, whichever occurs first.

SECTION 2. COUNTY PROVISION OF SERVICES. The COUNTY will provide the following services for the period August 31 through December 31, 1995, at the indicated cost. These services (herein known as "basic services") shall be provided at the same level, degree and type as was customarily and currently provided to the residents of University Place prior to the date of incorporation. Where applicable, work plans and programs for basic services shall be developed by County management, reviewed with the City Manager or his designee and implemented as authorized by the City Manager.

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| 2.1 | Road and Traffic Maintenance services: | No charge for two (2) months and \$83,300.00 per month for two (2) months. |
| 2.2 | Law Enforcement services: | No charge for two (2) months and \$180,650.00 per month for two (2) months. |
| 2.3 | Corrections services: | \$4,780.00 per month for four (4) months. |
| 2.4 | Emergency Management services: | \$1,610.00 per month for four (4) months. |
| 2.5 | Assigned Counsel services: | \$3,610.00 per month for four (4) months. |
| 2.6 | Animal Control services: | \$2,510.00 per month for four (4) months. |
| 2.7 | District Court and Probation: | Maintain the existing arrangements and responsibilities at least through the end of 1995 with the proviso that should the CITY elect to file any CITY ordinance enforcement action in Pierce District Court, the CITY and COUNTY liaisons shall meet prior to or concurrent with the filing of said charges to determine the terms and |

conditions of processing the enforcement action.

2.8 District Court Prosecution:

Maintain the existing arrangements and responsibilities at least through the end of 1995. However, the CITY shall reserve the right to furnish its own prosecutor to file and prosecute special CITY ordinance enforcement actions. Prior to or concurrent with filing of any special CITY ordinance enforcement action in Pierce County District Court, the CITY and the COUNTY liaisons will meet to determine the terms and conditions of the CITY's prosecution.

SECTION 3. CITY RESPONSIBILITY. To the extent deemed necessary, the CITY Council and the CITY manager shall take the appropriate action conferring upon the COUNTY the authority to perform the basic services contemplated herein. Such actions may include:

- 3.1 Confer hereby the authority on the COUNTY to perform road and traffic maintenance services within the CITY limits for the purposes of carrying out this agreement.
- 3.2 Confer hereby the authority on the County Engineer to act as City Engineer so that the County Engineer may exercise all of the powers and perform all of the duties vested by law, ordinance, or resolution on the City Engineer or other officer or department charged with street maintenance, inspection, engineering, and administrative services.
- 3.3 Confer hereby 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.
- 3.4 To the extent reasonably possible and necessary, with all due consideration for local circumstances, adopt local ordinances which conform with COUNTY ordinances, codes or State law, relating to any of the services provided herein to provide uniformity of regulation and enforcement throughout the COUNTY.
- 3.5 Supply at its own cost and expense any special supplies, stationary, notices, forms and the like where such must be issued in the name of and on behalf of the CITY.

SECTION 4. DESIGNATION OF CITY AND COUNTY LIAISONS. The COUNTY shall designate an employee representative for the departments that will be providing the services contemplated herein. The CITY shall also designate liaisons for the various services described herein. COUNTY liaisons shall meet with the CITY liaisons on a regular or on an as-needed basis, whichever the liaisons deem appropriate, to discuss questions and resolve problems regarding the delivery of services and activities to be performed under this agreement.

SECTION 5. DISCRETIONARY SERVICES. The purpose of this agreement is for the COUNTY to continue to provide certain basic services relating to road and traffic maintenance, law enforcement, corrections, emergency management, district court, prosecution, assigned counsel, and animal control services to the residents of the CITY. However, the parties recognize that the CITY may request that the COUNTY provide certain additional services that are beyond level and degree as is customarily provided to the residents of unincorporated Pierce County (herein known as "Discretionary Services").

Should the CITY request that certain discretionary services be provided or should the COUNTY desire to provide certain discretionary services, the party requesting the discretionary services shall consult with the CITY Manager or COUNTY Executive or his designee prior to delivery to determine the terms and conditions of providing the discretionary service.

SECTION 6. EMERGENCY SERVICES. Additionally, the parties recognize that in certain circumstances, it may be necessary to perform certain activities relating to road and traffic maintenance, law enforcement, corrections, emergency management, district court, prosecution, assigned counsel, and animal control services which are beyond the level and degree as is customarily provided to the CITY in order to preserve and protect property and/or public safety (those services herein known as "emergency services"). If the CITY wishes to request the performance of certain emergency services, the CITY Manager shall contact the COUNTY Executive and request that the emergency services be performed. Should the COUNTY deem that a particular situation requires the performance of certain emergency services, the COUNTY will make every effort to contact the CITY Manager prior to performance of said work. If time does not permit prior contact, the CITY shall be notified of the provision of emergency services within 48 hours of delivery by the COUNTY. Said requests shall be compensated as the COUNTY Executive and CITY Manager deem necessary.

SECTION 7. BILLING PROCEDURE. The costs of services as outlined will be billed monthly by the first (1st) day of the month by the COUNTY. Monthly reports on services delivered by the COUNTY shall be provided with the monthly service billings. Payments by the CITY will be due on the twentieth (20th) day of the month.

SECTION 8. DURATION. The term of this agreement shall commence on the 31st day of August, 1995 and shall terminate on December 31, 1995 unless extended by mutual written agreement of both parties.

SECTION 9. TERMINATION PROCESS. In the event this interim contract is not renewed or the parties do not execute a long-term agreement for the continued provision of services by the COUNTY, the parties shall work cooperatively to develop a transition plan to facilitate the orderly transition of responsibilities from the COUNTY to the CITY or to another service provider, whichever the case may be. The transition plan shall identify and address personnel, workload and any other issues related to the transition. Each party shall bear its respective costs in developing and implementing the transition plan.

SECTION 10. 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.

SECTION 11. 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 12. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 13. 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 14. NOTICE. Any 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 the designated COUNTY representatives for the various services with a copy delivered to the County Executive.

Any 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

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 15. 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 16. CONTRACT ADMINISTRATION AND DISPUTE RESOLUTION. If dispute arises, each party shall appoint representatives to review the performance of this agreement and to resolve problems arising from delivery of the services described herein. Each party shall notify the other in writing of its designated representatives for the various services. Any problem which cannot be resolved by the parties designated representatives shall be referred to the CITY Manager and the designated COUNTY Executive Director responsible for oversight of the particular service and to the COUNTY Executive.

SECTION 17. 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 18. 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 19. 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 20. 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.

IN WITNESS WHERE OF, the parties have caused this agreement to be executed.

UNIVERSITY PLACE

PIERCE COUNTY

ROBERT W. JEAN Date
University Place City Manager

DOUG SUTHERLAND Date
Pierce County Executive

Approved as to Form:

Approved as to Form:

ROBERT BACKSTEIN Date
University Place City Attorney

KEITH M. BLACK Date
Sr. Deputy Prosecuting Attorney