

RESOLUTION NO. 223

**A RESOLUTION OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AUTHORIZING EXECUTION OF AN
INTERLOCAL AGREEMENT WITH THE UNIVERSITY PLACE
SCHOOL DISTRICT FOR THE COST SHARING OF TWO
SCHOOL RESOURCE OFFICERS**

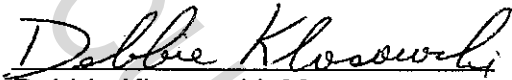
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:**

Section 1. Authorization. City Manager or his/her designee is authorized and directed to execute on behalf of the City the Interlocal Agreement with the University Place School District for the cost sharing of two School Resource Officers (SROs).

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 adoption.

ADOPTED BY THE CITY COUNCIL ON JUNE 7, 1999:


Debbie Klosowski, Mayor

ATTEST:


Susan Matthew, City Clerk

**An Interlocal Agreement Between the City of University Place
and the University Place School District**

This is an interlocal agreement ("Agreement") between the City of University Place ("City") and the University Place School District ("District"). The purpose of this agreement is to provide the District with two School Resource Officers (SROs).

The City agrees to provide the District with the services of two (2) SROs under the following terms:

1. The services the SROs will provide to the District are described in Exhibit A, attached hereto.
2. The City contracts separately with Pierce County for Police Services. The SROs will be part of the University Place contingent under the City's contract with Pierce County. While serving the District as SROs the deputy sheriffs will remain employees of Pierce County.
3. The delivery of SRO services, standards of performance, discipline of officers, supervision and control of SRO personnel, and other matters incidental to the performance of such services shall remain under the control of the City's Chief Law Enforcement Officer and be governed by the contract, and amendments, between the City and Pierce County for police services. A copy of the contract documents is attached hereto as Exhibit B.
4. In the event of a dispute between the City and the District as to the extent of the services and functions to be rendered hereunder, or the minimum level, manner or performance of such services, the determination thereof made by the City's Chief Law Enforcement Officer shall be final and conclusive. Provided, however, that the District may terminate this agreement in the event that it is dissatisfied with the City's determination.
5. To perform the SRO services provided for in this Agreement, the City, through its contract with Pierce County, shall furnish and supply all labor, supervision, equipment, and supplies.
6. Unless sooner terminated as provided for herein, this agreement shall be effective August 1, 1999, and shall remain in effect until July 31, 2000.
7. The District will reimburse the City for the base services of two SROs, as provided by this contract, for the duration of the contract in the amount derived from the cost sharing formula in Exhibit C, not to exceed \$60,000 for the 1999-2000 school year.
8. At the option of the parties this Agreement may be continued for additional one-year periods. It is understood that the cost for this first option year of 2000-2001 will also be derived from the cost sharing formula in Exhibit C, not to exceed \$65,000 for two (2) SROs. The District acknowledges that the cost of each SRO, as set forth above, is based on the actual cost of the SRO billed to the City by Pierce County.

9. In order to recover its recruiting, training, and other costs required to fill this new position, Pierce County will begin charging the City for the SRO three to six months before the new SRO arrives. The City and District agree to share these one time, up-front costs according to the formula in Exhibit C.

10. The District shall not assume any liability for the direct payment of any salary, wages, or other compensation to a SRO for services provided under this Agreement. The District, however, shall be responsible for any overtime or off-duty employment costs. Except as provided in paragraphs 10 and 11 below, the Contractor shall not be liable for compensation for wages or indemnity to the City for injury or sickness of a SRO arising out of his/her employment or this contract.

11. Any overtime for the SROs authorized by the District will be billed to the District by the County at the County's actual costs for the overtime.

12. Off-duty employment agreements shall be between the District and the SROs. Neither the City nor Pierce County shall have any liability for any off-duty employment agreements entered into between the District and a SRO.

13. The City will invoice the District monthly for SRO services. The District shall remit payment to the City within thirty (30) days after receipt of an invoice.

14. As part of its compliance with all applicable laws and regulations relating to employee hiring, the City and District agree that the City/County Police Contract and County Civil Service Rules, which prohibit discrimination on the basis of non-merit factors shall apply to this Agreement.

15. This Agreement is subject to all laws, rules, and regulations of the United States of America, the State of Washington, and the County of Pierce.

16. Either party may, in writing, request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties, and affixed to this Agreement.

17. Either the City or the District may terminate this Agreement whenever either party determines, in its sole discretion, that termination of the Agreement is in its best interests. An equitable adjustment in the contract price will be made so that the District pays only for days of service actually provided. Termination of this Agreement by the District or the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract. The District agrees to give the City 30 days' prior written notice if it intends to terminate this Agreement.

18. In the event of litigation arising out of the construction or interpretation of any of the terms of this Agreement, the venue of such litigation shall be in the courts of the State of Washington, in Pierce County. This agreement shall be governed by the laws of the State of Washington.

19. Differences between the District and the City, arising under this Agreement, shall be brought to the attention of the other party at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.

20. Both the District and the City are governed by laws involving confidentiality. Both the District and the City agree that its employees, subcontractors, and others shall maintain the confidentiality of all information provided by the other to the extent authorized to do so by the laws governing each. The District is governed by the federal Buckley Act and the City understands that this act and other state and federal laws will restrict the issuance of certain information to the City. The District likewise understands that certain intelligence information is to remain confidential and in the sole control of the City. Each agency agrees to respect the requirements imposed on the other and in the event of any judicial action being taken, to promptly notify the other of any attempt to seek disclosure of information.

21. Except as set forth elsewhere in the Agreement, for all purposes under this agreement, except service of process, notice shall be given by the District to the City of University Place, Attention: City Manager, 3715 Bridgeport Way W, University Place, Washington, 98466. Notice may be given by delivery to the City Clerk or by depositing in the U.S. Mail, first class, postage prepaid.

22. Except as set forth elsewhere in the agreement, for all purposes under this agreement, except service of process, notice shall be given by the City to the District to the Superintendent of the University Place School District, 3717 Grandview Dr W, University Place, Washington, 98466. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

23. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. The terms and conditions of this Agreement are declared severable.

24. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed and agreed upon by both parties hereto.

25. This writing represents the entire Agreement between the parties and supercedes any prior oral statements, discussion, or understanding between the parties.

Signature Page Attached.

CITY OF UNIVERSITY PLACE
CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this
_____ day of _____, 1999.

CITY OF UNIVERSITY PLACE

CITY OF UNIVERSITY PLACE
SCHOOL DISTRICT

BOB JEAN
CITY MANAGER

NAME
TITLE

Attest:

SUSAN MATTHEW,
CITY CLERK

Approved to form:

TIM SULLIVAN,
CITY ATTORNEY

**CITY OF UNIVERSITY PLACE
SCHOOL RESOURCE OFFICER
CONTRACT**

EXHIBIT A

PROGRAM GOAL:

The goals of the School Resource Officer (SRO) Program are:

1. To improve the relationship between the city of University Place Police Department and the City of University Place School District.
2. To allow the City of University Place School District and the University Place Police Department to reduce crime and improve security in the schools.
3. To improve the quality of education in school.

PROGRAM BENEFITS:

The SRO Program should help reduce crime in the schools and community. It will do so by intervening earlier in the delinquency pattern as well as offering a positive role model. The physical security of the schools will be improved. This will result in a safer environment for students and faculty. The SRO will improve the liaison between students and faculty and the University Place police Department. Overall, the relationship between the schools staff, students, the University Place Police Department, and the community will improve.

SRO DUTIES:

1. Conduct preliminary investigations of crimes that have occurred on/off campus involving students from any school district and that are reported at the schools within the University Place School district.
2. Assist the University Place Police Department in conducting follow up investigations involving students of the University Place School District.
3. Provide specialized training to school staff and students designed to improve security in the school. Topics, for example, can include drug and gang identification, stranger awareness, sexual predators, crime prevention, and safety presentations, etc.
4. Provide advice to University Place School District personnel on law enforcement issues. Officers will assist in providing solutions to security problems that arise in the University Place School District.

5. Maintain a close working relationship and share information with other University Place Police Department Operations personnel on matters of mutual interest. SROs will normally attend turnouts.
6. Assist University Place School District personnel in the identification of/and behavior modification of problem students and law enforcement and security-related problem resolution.
7. Handle traffic complaints involving University Place schools and students on district properties and immediately adjoining areas.
8. Work with University Place School District personnel on matters of mutual concern and provide them with training to enhance school safety.
9. Develop mentor relationships with students when possible.
10. Work flexible or adjusted shifts when necessary and permissible by labor contract to accommodate evening meetings, presentations, or other classes involving the SRO.
11. Attend departmental training as required.
12. SROs will not take any vacation during periods in which school is in session.
13. During the summer months, when school is not in session, SROs will primarily work as City-wide patrol deputies. However, the SROs may participate in District related activities during the summer as agreed upon by the Police Chief and the District.

**CITY OF UNIVERSTIY PLACE
SCHOOL RESOURCE OFFICER CONTRACT**

EXHIBIT B:

POLICE SERVICES CONTRACT WITH PIERCE COUNTY

**CITY OF UNIVERSITY PLACE
SCHOOL RESOURCE OFFICER
CONTRACT**

EXHIBIT C

Cost Sharing Formula Assumptions:

1. The District employs the SROs' services for about 75 percent of the calendar year.
2. About half of an SRO's typical day is spent on school-initiated activities, and the other half is spent on youth-related incidents that routinely require a police response or follow-up, regardless of the SRO's presence.

Formula:

City's Total Net Monthly Cost* of the SROs x 3/4 year x 1/2 day = School District's Monthly Cost of the SROs

*This is the amount charged to the City by Pierce County minus any grant funding the City may receive for the SROs.