

RESOLUTION NO. 1049

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT AND MEMORANDUM
OF AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE AND PIERCE
COUNTY RELATING TO LAW ENFORCEMENT**

WHEREAS, Chapter 39.34 RCW allows municipalities to enter into interlocal agreements with other local governments to carry out their responsibilities; and

WHEREAS, the City of University Place ("City") and Pierce County ("County") entered into an agreement for law enforcement services in 1997, and this agreement has been in place, with multiple amendments, since that time; and

WHEREAS, the City and the County have worked to create a new agreement that encompasses all desired provisions and includes a new scope of work;

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

Section 1. Approval of form of Interlocal Agreement. The City Council hereby approves execution of the Interlocal Agreement between Pierce County and the City of University Place in substantially the form accompanying this Resolution.

Section 2. Approval of form of Memorandum of Agreement. The City Council hereby approves execution of the Memorandum of Agreement between Pierce County and the City of University Place in substantially the form accompanying this Resolution.

Section 3. Completion of Transaction. The City Manager or his designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of documents attached, and the terms of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

ADOPTED BY THE CITY COUNCIL ON JULY 15, 2024.

Javier H. Figueroa, Mayor

ATTEST:

Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:

Matthew S. Kaser, City Attorney

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

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington ("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 constitutes the incorporated limits of the City.

WHEREAS, pursuant to Chapter 35.02 of the 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 the date of incorporation local government authority and jurisdiction with respect to the newly incorporated area transferred from the County to the City; and

WHEREAS, the City has requested that the County provide law enforcement services to the city; and

WHEREAS, the County has resources through the Pierce County Sheriff's Department to provide law enforcement services to the community; and

WHEREAS, the parties entered into an agreement for law enforcement services in 1997, and subsequently amended that agreement in 1999, 2005, 2006, and in April of 2011; and

WHEREAS, after evaluating the scope of the City of University Place's need for law enforcement services, Pierce County seeks to enter into this new Agreement ("Agreement") for a new scope of work, and upon the effective date of this Agreement, any prior agreement between the Parties for law enforcement services shall be null; and

WHEREAS, the parties are authorized to enter into such agreements by virtue of RCW 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 (together as "Parties") as follows:

SECTION 1. PURPOSE.

The purpose of this agreement is for the County to provide law enforcement service to the City and its residents by and through the Pierce County Sheriff's Department.

SECTION 2. DIRECT SERVICES.

The County will provide law enforcement services as described in the categories below within the City's incorporated area at the level and cost described in Exhibit A, attached hereto, and incorporated herein by this reference. Patrol Deputies, Sergeants, K9 Units, Investigators and Chief categories shall be filled utilizing trained and fully commissioned deputies. The County shall coordinate with the City to maximize coverage and efficiency in utilization of deputy assignments. The County is to provide 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, in the event of emergency, or a call by dispatch or an officer for assistance, then reasonable levels of mutual aid may be rendered.

- A. Patrol and Enforcement Services. Patrol and enforcement services will, to the extent reasonably practicable based on service levels described in Exhibit A, constitute the first response for the enforcement of state and City adopted municipal criminal and traffic codes. As used herein, "patrol services" means reactive patrol to respond to residents' and businesses' calls for law enforcement services, proactive patrol to prevent and deter criminal activity, traffic patrol to enforce applicable traffic codes, traffic accident investigation, and other lawful law enforcement assignments the City and the Sheriff deems necessary.

Deputies will be selected and supervised by the Sergeant(s) and Chief. In the event that a Deputy position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Sheriff's Department's guild contract, a current copy of which, and any changes thereto, shall be provided to the City.

The County recognizes that it is providing commissioned law enforcement services dedicated to the City. In doing so, the law enforcement services shall be dedicated to the City and shall not be used elsewhere within Pierce County; provided that, in the event of an emergency or call for assistance by an officer, then mutual aid may be rendered by officers outside of the City limits.

- B. Sergeants. The County will provide Sergeant(s) who will be selected by the County. The City shall be provided notice of and may elect to participate and provide input into the selection process. The Sergeants will be assigned to the City to provide patrol supervision for Sheriff's Department deputies, provide patrol services, assist the Chief as directed, and serve as the Acting Chief in the Chief's absence at the discretion of the City.

Sergeant patrol services will be provided when regular duty or extra duty staff is unavailable; provided that such patrol services will occur only to the extent reasonably practicable in consideration of Sergeant administrative duties and the service levels described in Exhibit A.

In the event a Sergeant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department Guild contract.

- C. Supervisor/Liaison. The County will provide a Sheriff's Department member with the rank of Sergeant or Lieutenant to serve as the City's contract Police Chief and in the capacity of Supervisor/Liaison to the City and the City Manager or designee. The Supervisor will handle and direct the day-to-day operational concerns in the same fashion as a city Police Chief by

coordinating the daily delivery of service and supervising the officers assigned to the city. In addition, the contract Police Chief or other designated supervisory staff will be available to the City during certain days and hours, as mutually agreed to by the County and the City for such activities as meetings of the City Council and appropriate community meetings.

The process for selection of the Chief shall adhere to that Memorandum of Understanding Between Pierce County and the Pierce County Deputy Sheriffs' Independent Guild, Local No. 1889, executed on or about March 27, 2018 ("Guild MOU"). In the event that the Guild MOU is subject to future amendment, the City shall have the right to provide input to the Sheriff prior to finalization of the amendment. The Sheriff will make the final selection after consultation with the City Manager or his/her designee. The duties of the contract Chief shall include, but are not limited to:

- i. 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.
 - ii. Coordinate police activities within the City, including hours of operation and City Specific protocols and procedures.
 - iii. Review the performance of officers assigned to the City. Report to the City Manager or their designee and the Sheriff's Department any recommendations for performance improvement.
 - iv. Coordinate duties of officers assigned to the City as specific needs arise, as requested by the City Manager or his/her designee within established policies and procedures. Report to the Sheriff's Department any changes in duty of City-assigned officers.
 - v. Oversee the implementation within the City of all Sheriff's Department policies and procedures. Maintain a copy of current City police procedures on files 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.
 - vi. Oversee the implementation of all City policies and procedures relating to police services. Provide to the Sheriff's Department any written information relative to police services created by the City. Notify the Sheriff's Department of all procedures which differ from the Sheriff's Department policies and procedures.
 - vii. Identify areas of supplemental training for officers assigned to the City. Make recommendations to the Sheriff's Department for supplemental training. Make recommendations to the City Manager or his/her designee for training not provided by the Pierce County Sheriff's Department.
- D. Investigation Services. The County will provide investigation services consisting of the services of detectives consistent with the services provided by the Sheriff's Department to residents of unincorporated Pierce County. Investigation services will also include special units within the Sheriff's Department investigating certain crimes including – but not limited to – homicide, special assaults, aggravated assaults, sexual assaults, robberies, and domestic violence

assaults. The detectives are supported by forensics, crime analysts, polygraph, identifications, evidence control and Automatic Fingerprint Identification System (AFIS).

- E. Administrative Professional Staff. The County will provide an Office Assistant to serve as the City's professional support staff as described in Exhibit A. The Office Assistant will be selected and supervised by the Sergeant(s) and Chief. In the event that an office assistant position cannot be filled due to a lack of applicants, or if applicant(s) are not successful during the selection process, the position will be filled according to the Pierce County Sheriff's Department Guild contract, a current copy of which, and any changes thereto, shall be provided to the City.
- F. South Sound 911. The County utilizes South Sound 911 (SS911) to provide law enforcement communications, records management, and related administrative support services. In contracting for law enforcement services, the City and County agrees that SS911 will continue to provide communication, records management and maintenance, and related support services.
- G. Special Services. The Pierce County Sheriff's Department is a full-service law enforcement agency, and a number of specialized services will be provided to the City consistent with the services provided by the Sheriff's Department to residents of unincorporated Pierce County. These services include: Special Weapons & Tactics (SWAT) Team, Hazardous Devices Unit (HDU), Marine Services, Air Operations, Swiftwater Rescue, Dive, Search & Rescue (SAR), and Canine (K9).
- H. Optional Services. As a full-service law enforcement agency, the Pierce County Sheriff's Department also offers several optional services, including School Resource Officer (SRO), Community Liaison Deputy (CLD), Traffic Deputy, and Investigator Deputy. The City may engage the County in the provision of these services for an additional charge when reasonably allowed by staffing. Alternatively, the City may use personnel assigned by the County to the City to provide these services, provided that any agreements for SRO or similar school-based initiatives shall be reviewed by the Pierce County Sheriff's Department prior to City approval; these agreements must abide by Sheriff's Department's collective bargaining agreements.
- I. Special Assignments. As used herein, "Special Assignment" is when a Pierce County Sheriff's Department employee who is ordinarily assigned to the City under this Agreement is temporarily assigned by the Sheriff's Department for another purpose and is therefore not performing services for the City. Prior to any Special Assignment, the City delegate will meet with the Undersheriff or delegate to review and mutually approve any Special Assignment activities and the duration of same. Prior approval shall not be required in the event of an emergency. An "emergency" for the purposes of this paragraph shall be a declared local, state or federal emergency. The City may revisit this term and negotiate alternative staffing, cost reductions or further modifications to the costs under this Agreement as a result of Special Assignments.
- J. Staffing Vacancies. In the event that the Pierce County Sheriff's Department incurs a significant increase in staffing vacancies, the Sheriff's Department will maintain the authority to reasonably reduce service levels to the City. For purposes of this section, staffing vacancy means any law enforcement officer duty shift, excluding Chief, sergeant, or other command

position, that is unfilled by County due to officer attrition, retirement, separation, vacation, illness, on the job injury, military leave, and any other reason. If the City incurs a police staffing vacancy, the Sheriff's Department may leave the position unfilled if necessary due to significant vacancies within the Sheriff's Department until the City reaches a proportional share of staffing vacancies incurred by County, excluding Chief, sergeant, or other command position. In the event Sheriff's Department reduces service levels hereunder, the vacancy percentage at the City will equal but not exceed the vacancy percentage of similarly unavailable employees at the County. Service level reductions due to staffing vacancies shall not be construed as a breach of this Agreement. The City shall be notified of any service reductions, and the grounds therefor in advance. If prior notice is not possible, the City shall be notified of the change within two (2) City business days. If a reduction in staffing in the City results in less than two deputies per shift, the Sheriff and the City Manager shall confer to identify safety concerns and develop staffing strategies.

SECTION 3. COST OF SERVICES.

- A. Charges for services provided in 2024. Base year costs and unit costs for law enforcement services for 2024 are shown in Exhibit A and will be billed based on actual services provided. All Pierce County Sheriff's Department staff assigned to the City of University Place and included in this Exhibit A will be fully trained through the Sheriff's Department and will be supervised by and through the contract Chief and Sergeant positions.
- B. Annual Increases for Patrol, Investigations, and Supervisor Services. The annual costs for patrol/traffic investigations and supervisor services for each year shall be the 2024 base costs shown on Exhibit A plus the growth in the previous year's June to June Consumer Price Index for All Urban Consumers (CPI-U) for Seattle-Tacoma-Bellevue area. When applicable, any cost adjustments in the Washington State Workers' Compensation Fund and any costs from salary/benefit increases negotiated by the deputies' guild and labor management would be passed through to the City as an addition to the base cost and CPI-U increase, if these additional costs are in excess of the CPI-U; if there are extraordinary expenses that will not be covered within the annual CPI, the County will seek to work with the City to negotiate a rate so that the County does not suffer a financial loss for those extraordinary costs of providing the services covered under this agreement. The County will provide the City with documentation of the cost adjustments in the Washington State Workers' Compensation Fund and any costs from salary/benefit increases negotiated by the deputies' guild and labor management. If the deputies' salary and benefits package is re-negotiated with the County mid-year, any increases would be charged retroactively to the City.

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 an increase in the CPI-U of less than 100% is provided to any of these cities or a maximum rate increase ceiling 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-U provision.

- C. Calculation of South Sound 911 Services. The annual costs will be a direct pass-through of

charges calculated by South Sound 911, based on services provided and a cost allocation methodology developed and determined by South Sound 911.

- D. Calculation of Specialized Law Enforcement Services. The costs for the Sheriff's Department's Special Weapons & Tactics (SWAT) Team, Hazardous Devices Unit (HDU), Marine Services, Air Operations, Swiftwater Rescue, Dive, Search & Rescue (SAR), and Canine (K9) response to incidents within the city limits will be provided by the Sheriff's Department at no additional charge from the County to the City.
- E. Purchase of Additional Services. In the event the City determines it desires to purchase additional positions beyond the 2024 base, the County will provide additional positions when staffing is reasonably available at the unit cost reflected in Exhibit A (as modified for annual cost increases as set forth in Paragraph 3(B)). For each additional position, the County will bill the City for new deputy startup costs including training, hiring incentives, a vehicle with public safety package, and quartermaster package to include – but not limited to – uniforms, firearms, taser, vest, helmet, body-worn cameras, radio, phone, computer, handcuffs, stop-sticks, and biohazard kits.
- F. Billing Procedure. The cost of services as outlined in this Agreement will be billed monthly by the County after the tenth (10th) of the month in which the services are rendered. Payments by the City will be due thirty (30) days after receipt of the invoice. 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 (0.5%) per month. If an amount is in dispute, the City will send payment for the undisputed amount according to the above schedule. Amounts in dispute will not be charged a delinquent penalty until one month after the dispute has been resolved.
- G. Vacancies. No billing credit shall be due to the City for staffing vacancies of less than sixty (60) consecutive calendar days, per employee, not to exceed a total of ninety (90) days per calendar year. The Sheriff's Department will issue a per diem billing credit per vacancy to the City for position vacancies in excess of consecutive sixty (60) calendar days; the credit would start on the sixty first (61st) day of leave. If the County provides backfill for any purpose, then a credit for the backfilled vacancy will not be provided by the County to the City. Credits shall apply, regardless of the length of vacancy, to vacancies created by Military Leave or Paid Family Medical Leave (PFML) unless the employee is paid by the County. A credit may be issued to the City if the County receives compensation from a third party for an employee contracted to the City.
- H. Credit for Unincorporated Response. During those times when deputies assigned to the City are needed to provide emergency call response to census blocks in unincorporated County areas neighboring the City, the County will provide the City with a credit per call at a rate reflected in Exhibit A (as modified for annual cost increases) on a monthly basis. The standard call response shall be for 911 calls under the call structure established by the County.
- I. Overtime. If the City requests and utilizes PCSD Deputies to provide overtime, when requested for special events, special emphasis, staffing shortfalls and unusual occurrences, the expenditure will be billed to the City on a monthly basis.

SECTION 4. REPORTING.

- A. Patrol Districts. The Pierce County Sheriff's Department will establish a patrol district that encompasses the City in order to assure accurate collection of data related to criminal and traffic activity. The patrol district 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 residents' calls for service. Response time for this purpose is measured from the time a call is received by an officer to the time a unit arrives on scene.
- B. Notification of Significant Criminal Activity. The Supervisor/Liaison, or his or her designee, will immediately notify the City Manager or his/her designee of any significant criminal incidents within the City. The term "significant" as used in this section shall be construed in the agreement as any crime incident that creates significant concern to the residents or an ongoing threat to the community occurring within the City or other offenses that the Supervisor/Liaison deems significant.
- C. Reports. In addition to reports that the Supervisor/Liaison and the City Manager determine are reasonably necessary to measure the performance of the County under this contract and/or to determine the scope of the City's policing service needs, the County shall provide the following written reports:

The following reports shall be provided monthly upon request from the City:

- i. Dispatched calls for service to include the time the call is received to the time of dispatch; the time of dispatch to arrival; and the time from arrival to clearance.
- ii. Information relating to criminal and traffic activity within the City.
- iii. Information relating to law enforcement services, investigation services, and special services received and/or performed within the City.

SECTION 5. RECORDS RETENTION, AUDIT, AND PUBLIC RECORDS.

- A. Records Retention and Audit. During the term of this Agreement and for a period of not less than six (6) years from the date of its expiration or earlier termination, the records and accounts pertaining to this Agreement and services provided hereunder are to be kept available by both Parties for inspection and audit by the other party and the State Auditor, and copies of all records, accounts, documents or other data pertaining to the Agreement or services provided hereunder will be furnished upon reasonable notice. If any litigation, claim or audit is commenced, records and accounts, along with any supporting documentation shall be retained until the litigation, claim, or audit has been resolved, even if such litigation, claim or audit continues past the six-year retention period; provided further that, consistent with RCW 40.14.070, personnel records for peace officers providing services under this Agreement shall be retained for the duration of the officer's employment and a minimum of ten (10) years thereafter.

- B. Disclosure of Public Records. The Parties acknowledge that all non-privileged non-exempt records that may be maintained by either party pursuant to this Agreement may be subject to disclosure under the Washington State Public Records Act, or other laws, and that disclosure of any such record(s) by either party shall not constitute a breach of this Agreement or a basis for claim by one party adverse to the other.

SECTION 6. HIRING, ASSIGNMENT, RETENTION, SUPERVISION, AND DISCIPLINE OF OFFICERS AND INDEPENDENT CONTRACTOR STATUS.

Pierce County and the Pierce County Sheriff's Department are, and shall at all times be deemed to be, an independent contractor of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the County or between the City and any of the County's deputies, agents, or employees. The County shall retain all authority for hiring, supervision, discipline, rendition of services, standards of performance, and control of Sheriff's Department personnel, and other matters incident to the performance of services by the County pursuant to this Agreement as set forth herein.

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

As the County is acting hereunder as an independent contractor, the following shall apply:

- 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 officers meeting all of the requirements of applicable state laws and regulations may be utilized in the performance of services under this Agreement.
- B. Assignment of Deputies. In the assignment of deputies, the Sheriff's Department shall use whenever possible, deputies who request for duty assignment within the City. In those instances where there are an insufficient number of deputies who volunteer for duty within the City, then the Sheriff or the Sheriff's designee shall determine who shall be assigned for duty.
- 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, reassignment alone shall not be considered discipline. Provided however, that issues or discipline or performance will be specifically handled according to Sheriff's Department policies.
- D. Municipal Police Authority. Except as provided by this Agreement, the City shall retain all police powers.

The County shall encourage officer retention to provide continuity of service and promote diversity in the work force which is reflective of the diversity of the community.

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, 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 7. LABOR NEGOTIATIONS.

The City may participate with other cities that contract with the Pierce County Sheriff's Department for law enforcement services to select no more than two (2) representatives who shall have the right to advise the County in any labor negotiations between the County and the collective bargaining units representing the employees of the Sheriff's Department. Provided however, that all such advice is done in accordance with the rules established by the parties to the negotiations.

SECTION 8. USE OF NON-COMMISSIONED PERSONNEL.

The City and the Sheriff's Department agree that non-commissioned personnel and volunteers are an important component of public safety. The Sheriff's Department recognizes that it may not use volunteers to perform duties otherwise assigned to members of collective bargaining units. The City and the Sheriff's Department agree that non-commissioned personnel and 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, records management, lost property services, vacation security checks, business watch, municipal code enforcement, community outreach, and other activities which are not delivered by any member of a collective bargaining unit are all examples of activities which are subject to being delivered by non-commissioned personnel, those holding limited commissions under the authority of the City or volunteers. The list of activities provided within this paragraph is illustrative only and not intended to be an exclusive list of such activities.

SECTION 9. ADDITIONAL RESPONSIBILITIES OF THE PARTIES.

- A. The City shall be additionally responsible to:
 - i. With the assistance of the Supervisor/Liaison, develop and provide to the County the general policies, procedures, and standards by which the City expects the County to provide law enforcement services for the residents of the City.
 - ii. To the extent reasonably possible taking into consideration local circumstances, endeavor as it adopts local ordinances that relate to law enforcement or public safety to have such provisions 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 provision shall prevent the City from adopting ordinances that it determines to be necessary and in the best interest of the residents of the City.
 - iii. Provide and maintain the facility(ies) for all County personnel to deliver services under this Agreement.

- iv. The City Manager shall have the general duty and responsibility of providing to the assigned Supervisor/Liaison the general direction relative to the furnishing of law enforcement services to the City.
- v. Except as otherwise stated herein, supply at its own cost and expense any special supplies, stationery, notices, or forms where such must be issued in the name of the City.

B. The County shall be additionally responsible to:

- i. Make operational and day-to-day decisions to implement pursuant to this Agreement City's general policies, procedures, and standards by which the City expects the County to provide law enforcement services for residents of the City.
- ii. Serve as a subject matter expert to consult with the City as needed in the development of the City's policies relating to the provision of law enforcement services.
- iii. Keep the City Manager informed of Sheriff's Department policy, procedures, standards, rules, guidelines, or best practices that may conflict with City policies, procedures, rules, or practices so that the Parties may resolve any such disputes and determine the appropriate course.
- iv. Provide all necessary supplies, vehicles, uniforms, weapons, and equipment for law enforcement personnel to meet the service provisions as specified in this Agreement.
- v. The Supervisor/Liaison shall maintain communication between the City and the Sheriff's Department command structures to ensure that changes in County policies are agreeable to the City and that changes in City policies are agreeable to the County.
- vi. Provide deputies who are trained on 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 agencies. Any technology not currently in use or not customarily provided to patrol deputies, may be requested by the City, and the County and City agree to meet and confer over the need, with the County having final decision-making authority on whether such technology will be utilized or implemented in support of this Agreement.

C. Both Parties will:

- i. Regularly meet and confer to ensure that the implementation of services provided by the County is consistent with the City's priorities.
- ii. Collaborate to establish a list of policies and procedures that are subject to City control and those that are subject to County control.
- iii. Maintain communication between the Supervisor/Liaison and the City Manager so that contract management direction is provided by the City to the County.
- iv. In the event a City procedure, policy goal or operation differs from the County's, and

there is a need for resolution of the issue, the City Manager and the Sheriff's Department shall negotiate to reach a final determination as to which policy will prevail.

- v. The City and the County will equally share responsibility and liability for any mutually-negotiated deviation from standard County procedure, policy, or operation.

SECTION 10. ADDITIONAL TRAINING.

The City may seek to have the deputies assigned to duty within the City attend additional or supplemental training specific to their work. Such training would be requested by the City and subject to approval by the Pierce County Sheriff, who will not unreasonably withhold approval. Such training shall be done at the sole cost and expense of the City.

SECTION 11. COMMUNITY IDENTITY.

The Sheriff's Department will maintain a uniform for its officers. The City acknowledges that the assigned personnel shall retain the uniform of the Sheriff's Department; 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 the City and provided to the Sheriff's Department at the expense of the City utilizing the budget as provided by the County under the contract.

Patrol vehicles that are assigned to the City shall display the identification and other logo of the City. Additionally, the vehicles will indicate that they are Sheriff's Department vehicles with appropriate law enforcement markings. The form of City identification will be determined jointly by the Sheriff's Department and City and provided at the City's expense. If the City requests that patrol vehicles be a different color than ordinarily used by the Sheriff's Department, the County will make reasonable efforts to accommodate the City's request in accordance with the County's vehicle replacement schedule.

SECTION 12. CONTRACT ADMINISTRATION.

- A. City Council. The City Council of University Place will review issues of policy and confidential matters relating to law enforcement services within the City.
- B. Daily Operations. The University Place City Manager or their designee shall be responsible for communicating with the Supervisor/Liaison about the general direction of the law enforcement services and the general daily operations of policing within the City. This designation shall not intrude upon the province of the Sheriff's Department staff in the actual delivery of police services but shall be the method of liaison and communication between the City and the Sheriff's Department's command structure.
- C. Dispute Resolution. In the event of a dispute with regard to this Agreement, the University Place City Manager shall discuss the dispute with the Supervisor/Liaison in an attempt to resolve the problem. Any problem that cannot be resolved by the University Place City Manager and the Supervisor/Liaison shall be referred to the Pierce County Sheriff who will negotiate with the

University Place City Manager. If the dispute cannot be resolved by the University Place City Manager and the Pierce County Sheriff, 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 13. TERM OF AGREEMENT AND TERMINATION.

The term of the Agreement shall commence on April 1, 2024 ("Effective Date") and extend through at least December 31, 2030 ("End Date") unless the termination process outlined herein is invoked. Any extension or amendment must be in writing and agreed to by the Parties.

- A. Process for Termination. If either party desires to terminate the Agreement prior to the End Date, that party shall provide at least eighteen (18) months' advance written notice of termination prior to termination. If neither party gives such notice, then the contract shall continue in effect until such notice is given, or until a new contract has been negotiated. If a notice of termination is given, the parties shall work together to develop a transition plan, which shall be established no later than one hundred eighty (180) days prior to the effective date of the termination and shall provide for an orderly transition of police service responsibilities from the Sheriff's Department to the City.
- B. Transition Plan. The Transition Plan shall identify and address any transfer of personnel and/or conveyance of equipment to the City's newly formed police department, workload, assignments, 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 their best efforts to implement the transition plan to provide an orderly, effective transition of services.
- D. Option to Purchase Vehicles. At the termination of this Agreement, the City shall have the option to purchase the County-owned vehicles assigned to deputies for the City at the then-existing undepreciated value of those vehicles.
- E. Unplanned Fiscal Impacts. Due to circumstances beyond the City's control, if the City's revenues experience an unplanned major fiscal disruption, or if funds are not allocated in the City budget for the services contemplated by this Agreement, the City may need to eliminate sworn positions provided by the County to the City. 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

The position of Chief shall not be subject to elimination under this section. Further, it is acknowledged that any reduction in staffing pursuant to this section may negate the minimum staffing/service level provisos described in Exhibit A, and that such reduction shall not be deemed

a breach of this Agreement so long as the City gives 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. In the event of such a reduction, the County shall begin to provide per diem billing credit after the budgeted position has been vacated for sixty (60) consecutive days.

SECTION 14. INDEMNIFICATION AND DEFENSE.

To the extent permitted by law, each Party agrees to protect, defend, indemnify, and save harmless the other Party, its elected and appointed officials, officers, employees, agents, and volunteers, from and against any and all claims, damages, losses, judgements, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission related to the actions under this Agreement, negligent or otherwise, of the Party, its elected and appointed officials, officers, employees, agents, and volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, judgement, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party or its elected and appointed officials, officers, employees, agents, or volunteers.

In executing this Agreement, neither Party shall assume liability or responsibility for or in any way release the other Party from any liability or responsibility which arises in whole or in part from the existence or effect of the other Party's 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 ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the appropriate Party shall defend the same at its sole expense, and if judgment specifically attributable to such Party's provisions is entered and damages are awarded against the City, the County, or both, the appropriate Party shall satisfy the same, including all reasonable attorney's fees and costs.

The Parties agree that where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions herein shall be valid and enforceable only to the extent of a Party's own negligence.

It is further understood that no liability shall attach to either Party by reason of entering into this Agreement except as expressly provided herein.

Obligations under this section shall survive the expiration or termination of this Agreement.

SECTION 15. NO THIRD-PARTY BENEFICIARY.

Pierce County does not intend by this Agreement to assume any contractual obligations to anyone other than the City of University Place, 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 16. INSURANCE.

The County maintains a comprehensive self-insurance program that is funded to pay claims, judgements,

and settlements for which the County is found to be wholly or partially responsible.

The City is a member of a self-insured risk management pool formed pursuant to Chapter 48.62 RCW which provides its members with insurance coverage and is funded to pay claims, judgements, and settlements for which the City is found to be wholly or partially responsible.

Evidence of coverage shall be delivered to each of the Parties prior to the execution of this Agreement. It is the responsibility of each Party to ensure a valid certificate of coverage is in effect at all times throughout the course of this Agreement. If the insurance programs for either party is modified, the party needs to continue to provide proof of coverage in whatever form the coverage takes.

SECTION 17. NON-DISCRIMINATION.

The Pierce County Sheriff's Department and the City certify that they are Equal Opportunity Employers. The County shall remain committed to encourage a diverse workforce for law enforcement at the City. Both parties shall comply with all applicable federal, state and local laws, rules and regulations pertaining to nondiscrimination, and that during the performance of this Agreement, no party shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupation qualification in the administration or delivery of services or any other benefit under this Agreement.

SECTION 18. ASSIGNMENT.

Neither the City nor the Sheriff's Department 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 19. NOTICE.

Any formal notice or communication to be given by the Sheriff's Department 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
3609 Market Place W. Suite 200
University Place, WA 98466
Attn: City Manager

Any formal notice or communication to be given by the City to the Sheriff's Department under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County Sheriff's Department
930 Tacoma Avenue S.
1st Floor, County-City Building
Tacoma, Washington 98402-2100
Attn: Chief of Staff

The title 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 Sheriff's Department giving notice thereof to the other as herein provided.

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. 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 22. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.

This 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 Agreement.

SECTION 23. SEVERABILITY.

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

SECTION 24. CONFLICTS.

In the event of a conflict between this Agreement and any other agreement between the Parties, this Agreement shall govern.

SECTION 25. 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. Asset Forfeiture and Seizure Services are matters that are not covered by this Agreement.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2024.

CITY OF UNIVERSITY PLACE:

City Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing _____

Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney

Date

Recommended:

Finance

Date

Approved:

Department Director

Date

(less than \$250,000)

County Executive (over \$250,000)

Date

MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE RELATING TO
THE PROVISION OF ENHANCED LAW ENFORCEMENT SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between **PIERCE COUNTY**, a political subdivision of the State of Washington ("County") and **THE CITY OF UNIVERSITY PLACE**, a municipal corporation of the State of Washington (herein referred to as "City").

WHEREAS, the County and City have entered into an Interlocal Agreement for the County to provide law enforcement services for the City.

WHEREAS, the voters of the City have approved an initiative increasing property taxes for public safety purposes, and the City has requested that the County enhance the level of law enforcement services provided by the County to the City, to include the hiring of additional officers for the purpose of increasing the size of the city's police department; and

WHEREAS, the County has resources through the Pierce County Sheriff's Department to provide law enforcement services to the community; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the County and the City (together as "Parties") as follows:

SECTION 1. PURPOSE:

The City of University desires to assist the County in recruiting and hiring efforts, in order to increase the size of their police department and enhance public safety services within the City by the end of 2024.

SECTION 2. THE CITY AGREES TO:

Provide Pierce County with an amount of \$100,000 by July 1, 2024, for the purpose of enhancing public safety in the City of University Place.

SECTION 3. THE COUNTY AGREES TO:

Utilize funds to bolster hiring and recruiting efforts for law enforcement officers. This may include overtime for background investigations, testing fees, recruiting workshops, job fairs, or advertising.

SECTION 4. THE PARTIES MUTUALLY AGREE TO:

Confer by December 31, 2024 on how the remaining funds will be spent by the County to provide the City with enhanced law enforcement services.

SECTION 5. 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.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING.

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

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CITY OF UNIVERSITY PLACE:

City Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing _____

Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

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Finance

Date

Approved:

Department Director

(less than \$250,000)

Date

County Executive *(over \$250,000)*

Date

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**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

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City Signature

Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing _____

Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney

Date

Recommended:

Finance

Date

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Department Director

(less than \$250,000)

Date

County Executive *(over \$250,000)*

Date