

ORIGINAL

RESOLUTION 2012 - 15

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT FOR SUNNYSIDE HOUSING AUTHORITY
PUBLIC SAFETY OFFICERS
(HUD Public Housing Properties)**

WHEREAS, the City of Sunnyside entered into an agreement with the Sunnyside Housing Authority in 2010 for the provision of law enforcement assistance at Sunnyside Housing Authority properties (the Agreement); and

WHEREAS, the Agreement has expired; and

WHEREAS, the City of Sunnyside and Sunnyside Housing Authority have negotiated and agreed upon the terms of a new Agreement, to run from 2012 to 2013; and

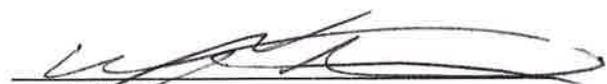
WHEREAS, the City Council finds and determines that approval of such Agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

SECTION 1. That the Agreement for Public Safety Officers, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 13th day of February, 2012.

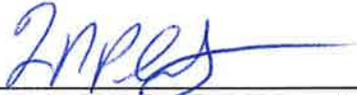

DON VLIEGER, DEPUTY MAYOR

ATTEST:



DELILAH SAENZ CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS HARPER & PLANT, LLP
Attorneys for the City of Sunnyside

**INTERLOCAL COOPERATIVE AGREEMENT
FOR
LAW ENFORCEMENT ASSISTANCE
By and Between
CITY OF SUNNYSIDE
And
SUNNYSIDE HOUSING AUTHORITY**

This agreement is made and entered into this ____ day of February, 2012, by the Sunnyside Housing Authority (referred to herein as "SHA"), and the City of Sunnyside, (referred to herein as "City"), for the purpose of providing Law Enforcement assistance at SHA properties in the City of Sunnyside. The Sunnyside Police Department shall be referred to herein as "Department".

RECITALS

- A. SHA has received grant funds available to pay for the cost of additional on-duty police, where such police will provide services over and above those which the City is already providing pursuant to public duty and cooperation with SHA.
- B. The City and SHA have worked cooperatively to address matters affecting the residents. This has included normal police response and investigation of incidents which have occurred within and around SHA properties.
- C. The parties desire to express their intentions and understandings in an Interlocal Cooperative Agreement regarding provision by the City of law enforcement assistance to SHA, and to state the responsibilities, goals and cooperation necessary and appropriate to implement such goals.

AGREEMENT

ARTICLE I

PURPOSE: The purpose of this agreement is to provide for additional law enforcement services to Sunnyside Housing Authority HUD Public Housing properties and residents during 2012-2013.

ARTICLE II

OBLIGATION OF THE CITY: The City shall provide a law enforcement officer to serve SHA HUD Public Housing properties as follows:

- (A) **Provision of an SHA Officer:** The City shall assign one regularly commissioned officer to cover SHA properties, to include:
- 1) 1500 Federal Way
 - 2) 1302 South 9th Street
 - 3) 1311 South 11th Street
 - 4) 427 Cemetery Road
 - 5) 1500 South 6th Street
 - 6) 1520 South 6th Street
 - 7) 510 Reeves Way

The service provided by the SHA Officer are in addition to normal police services already provided by the City. SHA acknowledges that it may be necessary to assign the SHA Officer off of SHA Public Housing property for brief periods of time to respond with other officers to crime scenes; however, the Department shall be ever mindful of the SHA Officer's primary responsibilities to the Sunnyside Housing Authority HUD Public Housing properties.

- (B) **Selection of an SHA Officer:** The Chief of Police or his designee shall choose the SHA Officer to be assigned on the basis of the following minimum criteria;
- (1) The SHA Officer must have the ability to deal effectively with a diverse population.
 - (2) The SHA Officer must have the ability to present a positive image and symbol of the entire police department. Therefore, the personality, grooming, and communication skills of the SHA Officer should be such as to reflect a positive image of the police department.
 - (3) The SHA Officer must have the ability to provide high quality law enforcement services. The education, experience, interest level, and communication skills of the SHA Officer must be of a high caliber so that the SHA Officer can effectively and accurately provide effective law enforcement services.

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- (4) The SHA Officer must have the desire and ability to work cooperatively with SHA residents and employees.
- (5) The SHA Officer must be a State certified law enforcement officer.
- (6) The SHA Officer must be fluent in Spanish.
- (C) Regular Duty: The SHA Officer must be available for regular duty on a full time basis and during those hours assigned by the SHA.
- (D) Duties of SHA Officer: While on duty the SHA Officer shall perform the following duties:
 - (1) Respond to calls for police service on SHA HUD Public Housing Properties.
 - (2) Act as a resource person in the area of law enforcement.
 - (3) Conduct criminal investigations of violations of the law on SHA HUD Public Housing property, or property immediately surrounding the SHA HUD Public Housing property, as assigned by the Department.
 - (4) Provide law enforcement input into SHA security.
 - (5) Maintain the peace on SHA property.
 - (6) Make arrests and referrals of criminal law violations.
 - (7) Provide police counseling to residents when requested by SHA.
 - (8) Secure, handle, and preserve evidence.
 - (9) Recover SHA property through working with other police agencies.
 - (10) Make referrals to social service agencies as appropriate.
 - (11) Wear official police uniforms which shall be provided at the expense of the City; however, civilian attire may be worn on such occasions as may be mutually agreed upon by SHA and the Chief of Police, or their designees..
 - (12) Perform such other duties as mutually agreed upon by the SHA and Chief of Police, or their designees, so long as the performance of such duties are legitimately and reasonably related to the SHA program described in this agreement, and so long as such duties are consistent

EXHIBIT "A"

with state and federal law and the policies and procedures of the Department and SHA.

(13) Follow and conform to all SHA policies and procedures that do not conflict with policies and procedures of the City and/or Department.

(14) Follow all state and federal laws.

(15) Maintain a quarterly activities report, or such other report regarding SHA HUD Public Housing activities as may be required by the SHA, Department, and/or City.

(16) Attend all Department mandated training as required to maintain law enforcement qualifications and certifications.

(E) Support Services to be provided by Sunnyside Police Department: The Police Department and SHA Officer shall supply the following support services:

(1) Provide information on all offense reports taken by the SHA Officer to the SHA, or designee, upon request, as the law may allow.

(2) To receive and dispatch, via: telephone, walk-in, radio, and/or pager requests for police services.

(3) Maintain and file Uniform Crime Reports (UCR) reports according to law.

(4) Process all police reports per department policy/procedure.

(5) Provide coordination, development, implementation, and evaluation of security programs on the SHA properties.

(6) Provide a patrol automobile, as needed, and all other necessary or appropriate police equipment.

(7) Maintain copies of reports generated by officers in compliance with state and federal law.

(8) Coordinate with SHA administrators, staff, law enforcement agencies, and the courts to promote order on the SHA properties.

(9) Maintain criminal justice standards as required by law.

(10) Coordinate and participate with any SHA HUD Public Housing safety committees.

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- (11) Coordinate crime prevention activities at the assigned SHA locations.
- (12) Provide security training for selected SHA personnel.

ARTICLE III

OBLIGATION OF THE SHA: SHA shall provide support for the SHA Officer as follows:

PROVISION OF WORKSPACE: SHA shall provide a safe, secure, well-lit workspace for the SHA Officer at their primary office, furnished to include:

- (A) Desk, telephone, securable file cabinet, MS Windows computer (to include access to internet, and relevant law enforcement networks).
- (B) Access to resident information and emergency contact information, as needed and related to criminal investigations.
- (C) Immediate access to information concerning risk of life, limb, or significant property loss
- (D) Unfettered access to SHA property, as needed, in emergent circumstances
- (E) Access to SHA radio frequencies

ARTICLE IV

EMPLOYMENT STATUS: The SHA Officer shall be an employee of the City and not an employee of SHA. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

ARTICLE V

COMPENSATION: This agreement shall be in effect February ____, 2012 and shall terminate February ____, 2013 (12 months). In consideration of services provided herein, the SHA shall pay \$7,187.50 towards the cost of the salary, benefits and overtime of the Officer assigned to SHA to the city. SHA will be billed a monthly amount of \$7,187.50 by the City of Sunnyside for the 12 month period.

ARTICLE VI

GOOD FAITH: The parties, their agents, and employees shall cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties and questions will be resolved by negotiations between SHA and the Chief of Police, or their designees.

ARTICLE VII

CHANGES: Changes in the terms of this agreement may be accomplished only by formal amendment in writing approved by the City and SHA.

ARTICLE VIII

REPLACEMENT OF SHA OFFICER: In the event SHA is not satisfied with the performance of the SHA Officer, SHA or its designee shall communicate in writing to the

EXHIBIT "A"

City a request to change the SHA Officer. The SHA shall outline the specific reasons for the requested change. SHA and the Department shall work with the SHA Officer to address SHA's stated concerns and pursue all reasonable avenues to resolve the matter before replacement

ARTICLE IX

STANDARD SERVICES: Notwithstanding this agreement, SHA shall receive all normal police services described in this agreement.

ARTICLE X

HOLD HARMLESS:

- A. SHA agrees to hold harmless, indemnify, and defend the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any student, invitee, visitor or trespasser, or loss or damage to such individual's property) which result from or arise out of the sole negligence of SHA, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SHA under this Agreement.
- B. The City agrees to hold harmless, indemnify, and defend SHA, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City and/or SHA Officer's services, duties and obligations under this Agreement.
- C. In the event that the officials, officers, agents, and/or employees of both the City and SHA are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).
- D. Nothing contained in this Article or this Agreement shall be construed to create a right of indemnification in any third party.

ARTICLE XI

TERMINATION: It is agreed that this contract shall be for a period of 12 months. This agreement may be terminated by either party upon 90 days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. This agreement can

EXHIBIT "A"

otherwise be terminated only upon written notice at least 90 days prior to the end of the other party's fiscal year.

CITY OF SUNNYSIDE

SUNNYSIDE HOUSING AUTHORITY

By: _____
MARK GERVASI
CITY MANAGER

By: _____

DATE: _____

DATE: _____

ATTEST:

By: _____
DELILAH SAENZ
CITY CLERK

By: _____

APPROVED AS TO FORM:

MENKE, JACKSON, BEYER,
EHLIS & HARPER, LLP
ATTORNEYS AT LAW