

COURT SERVICES EXTENSION AGREEMENT

Section V

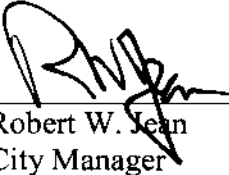
The City of University Place and Pierce County agree to extend the Interlocal Agreement Establishing Procedures for City Cases Filed in Pierce County District Court under the following terms and conditions:

1. The City and the County agree to a base rate of \$215,629 in 2005. This amount will be modified annually as described in Section 2. Total compensation to be paid by the City shall be made in equal quarterly installments.
2. In 2005 and in subsequent years, the City shall pay the County the base compensation as referenced in section 1 above for continuing to provide the services hereunder. This compensation amount will be adjusted annually based on both (a) the annual percentage increase in cost of living paid to County employees, not to exceed 6%, commencing January 1, 2005; and annually thereafter and (b) the percentage change in criminal case filing in any given year from the 2000 criminal case filing base of 903. The criminal case filings charge adjustment shall only be applicable if the percentage change is at least 20% from the 2000 base figure.
3. In 2005 and subsequent years, the County will provide the District Court Work Crew for 4 weeks or 20 days per year.
4. This contract shall remain in effect through 2010. If either party desires to terminate or modify this agreement after 2010, it shall give such notice no later than February 1, 2009, except for the prosecution and public defense services as stated in Paragraph 5. Otherwise this contract shall be continued on a year-to-year basis.
5. The City reserves the right to contract for prosecution and public defender services independently upon providing six months notice no sooner than June 20, 2005, or upon providing six months notice thereafter.
6. At any time during the life of this contract, the City, as its option and upon providing ninety (90) days notice to the County, may establish its own, Parking Violations Bureau in coordination with Pierce County District Court.
7. At any time during the life of this contract, the County and City may establish procedures for the processing of civil ordinance violations.

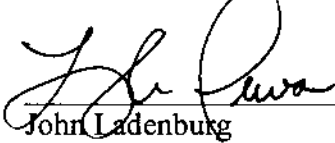
8. All other terms and conditions of the Interlocal Agreement remain the same.

Addendum to Interlocal Agreement approved this ____ day of _____, 2005.


CITY OF UNIVERSITY PLACE

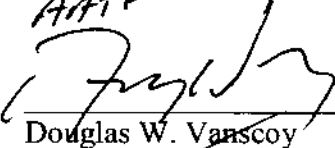
 2/18/05
Robert W. Jean Date
City Manager

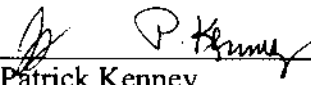
PIERCE COUNTY

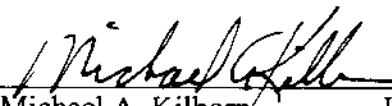
 4/28/05
John Ladenburg Date
Pierce County Executive *Chief of Staff*

Approved as to form only:

 2/17/05
Janean Polkinghorn Date
University Place City Attorney

AATF
 7 March 05
Douglas W. Vanscoy Date
Deputy Prosecuting Attorney

 4-27
Patrick Kenney Date
Budget & Finance Director

 2/16/05
Michael A. Kilborn Date
District Court Administrator

**AN INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE
CITY OF UNIVERSITY PLACE
ESTABLISHING PROCEDURES FOR
CITY CASES FILED IN
PIERCE COUNTY DISTRICT COURT NO. 1**

Whereas, on August 31, 1995, the City of University Place, hereinafter referred to as the "City," became incorporated as a city and assumed authority and jurisdiction with respect to criminal and traffic offenses which occur in the newly incorporated area; and

Whereas, since the incorporated area has historically been part of unincorporated Pierce County, hereinafter referred to as the "County," accurate statistical information regarding the specific number of traffic infractions, criminal traffic and criminal non-traffic misdemeanors and gross misdemeanor cases filed within the City's municipal boundaries is not currently available; and

Whereas, without accurate statistical information it is difficult for the City to project case filings and determine other factors important to the establishment of a municipal court; and

Whereas, RCW 3.50.060 requires municipalities to enact legislation establishing a municipal court by December 1, of any year to take effect January 1 of the following year; and

Whereas, on or about August 31, 1995, the City and the County entered into an Interim Services Agreement in which the County agreed to provide the City for a fee certain services including district court, prosecution, and assigned counsel services; and

Whereas, the parties have determined that at this time it is in the best interest of the City and the County for the County to continue to provide district court, prosecution and assigned counsel services to the City; and

Whereas, RCW 39.34 allows for Interlocal Agreements between Cities and Counties; and

Whereas, the County and the City wish to cooperate with each other and enter into an agreement which will insure the orderly disposition in Pierce County District Court No. 1 of traffic infractions, criminal traffic cases and criminal non-traffic

misdemeanors and gross misdemeanors which arise within the City and are filed in District Court No. 1 in 1996; and

Whereas, the County and the City of University Place desire to enter into such an agreement to, among other things, describe the municipal court, prosecution, assigned counsel and other services to be provided by the County, provide a mechanism for City involvement and review of County efforts undertaken pursuant to this agreement and for other purposes as set forth herein.

Now, therefore, the County and the City mutually agree as follows:

I. General

A. Purposes. The purposes of this Interlocal Agreement are: to establish procedures for City cases filed in Pierce County District Court No. 1 in 1996; to define the court, prosecution, probation and other services to be provided by the County to the City for such cases; to establish a payment method for City cases handled by the County; and to provide for an indemnity agreement.

B. City Cases, Court, Prosecution and Other Services. The County shall provide court services for all city cases filed in 1996. All City cases shall be filed in Pierce County District Court No. 1. The County shall provide court services for City cases of the same type and level as the County provides for cases originating in unincorporated Pierce County.

1. City Cases. City cases shall include traffic infractions, criminal traffic and criminal non-traffic misdemeanors and gross misdemeanors occurring within City limits.

2. Municipal Court Services. Municipal court services include all court services imposed by state statute, court rule, City ordinances, or other regulation as now existing or hereafter amended. The financial provisions set forth in Section D, below shall constitute full compensation for the municipal court services provided by the County to the City.

Municipal court services the County shall provide to the City are: the filing, processing, adjudication and penalty enforcement of all City cases filed in 1996, in District Court, regardless of the year a final judgment is entered, including but not limited to issuance of search and arrest warrants; procedures for establishing bail; arraignments and plea hearings; pretrial motions and evidentiary hearings; discovery

matters; notification and subpoenaing of witnesses and parties, where relevant; bench and jury trials; presentence investigations; sentencing; post trial motions; the duties of courts of limited jurisdiction regarding appeals; and all other court functions as they relate to City cases filed in District Court. The County shall provide all necessary judicial and clerical personnel to perform such services in a timely manner as required by law and court rule.

3. City Prosecution Services. All City cases covered by this agreement shall be reviewed, filed and prosecuted by the Office of the Pierce County Prosecutor. The Prosecutor's Office shall have final case disposition authority of all cases except that the City Attorney shall be authorized to directly prosecute any infraction or criminal matter which arises within the City. If the City Attorney notifies the Office of the Prosecuting Attorney within 15 days of the filing of a particular case that the City Attorney is assuming responsibility for that case, the Prosecutor's Office shall be relieved of any further responsibility for the case. For cases prosecuted by the Office of the Prosecuting Attorney, the City Attorney may indicate an interest in a particular case or express an opinion about a proposed disposition. The Office of the Prosecuting Attorney shall consider such interest or opinion but shall retain sole discretion to prosecute the case.

4. Other Services. The County shall provide assigned counsel and interpreter, and all other services necessary for the handling and disposition of City cases filed in the District Court in 1996. Probation services will be provided for City cases and shall be paid by City defendants receiving said services.

C. Property. This interlocal agreement does not provide for the acquisition, holding or disposal of real or personal property.

D. Financial Provisions. In consideration for the County providing all of the services to the City set forth in this agreement, the City shall pay the County the sum of \$50,000 payable in four quarterly installments of \$12,500. The County shall invoice the City in January, April, July and October. The City shall pay the County prior to the end of the following months in 1996: February, May, August and November. Quarterly 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 rate of one half of one percent (.5%) per month.

In addition, to the quarterly payments set forth above, the County shall be able to retain all fees, costs, penalties, and fines imposed on all City cases filed in the District Court in 1996.

E. Limitation of Financial Obligations. It is the parties' intent to provide compensation to the County solely as set forth in Section D, above. Except as provided for in Section D, the City shall not be billed for any other fee or cost associated with the filing, prosecution, or defense of City cases. Costs for jail, work release, and work crews are specifically excluded from this interlocal agreement. The City and the County shall enter a separate interlocal agreement whereby the City shall compensate the County for the costs associated with the detention of prisoners held on City charges.

F. Agreement Administration and Dispute Resolution. The County shall designate an employee representative for the various departments that will be providing the services contemplated herein to act as a liaison with the City to handle daily administration of this agreement. The City shall also designate one or more liaisons for the various services described herein. Each party shall notify the other in writing of its designated representatives for the various services. 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. Any operational conflict that is not resolved by the liaison committee shall be referred to the City Manager and the County Executive.

II. Additional Terms

A. Communications. The City Attorney shall be provided a copy of all 1996 police reports relating to criminal violations which occur within the City.

B. Monthly Reports. Each month the County shall provide the City with a report which summarizes court activity during the preceding month. The monthly report will contain all information about City cases which the County compiles for the Office of the Administrator of Courts. In addition, the monthly reports shall contain data about the amount of fines and forfeitures collected by the County for infractions and complaints.

C. City's Responsibility to Adopt Certain Pierce County Criminal Ordinances. No later than January 1, 1996 the City shall have adopted by reference all sections of the Pierce County Code which create criminal offenses otherwise not found in the Revised Code of Washington to allow continued prosecution by the County of County defined criminal offenses which occur within City limits. Upon notice to the City from the County, the City shall promptly adopt by reference any criminal offense which is created by County Ordinance.

D. The City shall be responsible for providing a prosecutor to handle City code enforcement cases, such as violations of the City's sign ordinance. The Office of the Prosecuting Attorney shall not be responsible for prosecuting such offenses. The Court shall make an effort to reasonably accommodate the schedule of the City Attorney in setting contested hearings on code enforcement cases.

E. Nothing in this agreement shall be construed as precluding the City from: (1) passing an ordinance on or before December 1, 1996 and thereafter establishing its own municipal court on January 1, 1997; (2) contracting with another city for municipal court services; or otherwise withdrawing from the Pierce County District Court No. 1 as provided for in Section IV.

F. Authorization to Act. Pierce County, its employees, agents and third parties with whom the County may contract are authorized to prosecute and defend city cases as set forth in this agreement.

III. Indemnification.

A. 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: (1) the existence or effect of any City ordinance; or (2) any prosecution by the City Attorney. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance or prosecution, 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 attorneys' fees.

B. The County shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the County's acts, errors or omissions with respect to the subject matter of this agreement, or any act or omission of any agent retained by or contracted with by the County to provide services covered by this agreement provided, however, that

(1) The County's obligation to indemnify, defend and hold harmless

shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of the City, its officers, agents or employees; and

(2) The County's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the County or its agents and the City or its agents shall apply only to the extent that the County's or its agents actions or negligence caused or contributed thereto.

C. The County does not by this agreement assume any contractual obligations to anyone other than the City, and the City does not assume any contractual obligations to anyone other than the County. The County and the City expressly eliminate any third-party beneficiary to this agreement.

IV. Termination Provisions

A. Term of Agreement. The initial term of this agreement shall be one (1) year. The agreement shall commence on January 1, 1996 and, unless automatically extended pursuant to Section IV B, the City's right to file cases shall terminate at midnight on December 31, 1996. The subsequent terms of this agreement shall be in one year increments as set forth in Section IV C below.

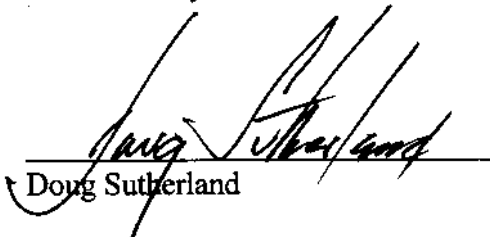
B. Process of Termination in 1996. Neither party may terminate the agreement before December 31, 1996. If either party desires to terminate the agreement on December 31, 1996, they shall provide written notice to the other no later than September 1, 1996. If no termination notice is given, then this agreement shall automatically renew from year to year.

C. Process of Termination for Subsequent Years. In the event that the agreement is automatically renewed in 1996 and a party intends to terminate in any subsequent year, then notice must be given by the terminating party not later than July 1, of the year in which the services are to terminate. Otherwise this agreement shall be automatically renewed. For example, if the agreement is to be terminated on December 31, 2000, then notice hereunder must be given no later than July 1, 2000. In the event that the agreement is to be terminated, then the parties agree that they will work cooperatively to facilitate an orderly and effective transfer of responsibilities from the County to the City.

V. Signatures and Date

Approved for Entry for Pierce County

DOUG SUTHERLAND
Pierce County Executive



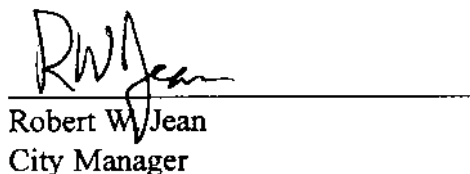
Doug Sutherland

12/28

Date

Approved for Entry by City:

CITY OF UNIVERSITY PLACE

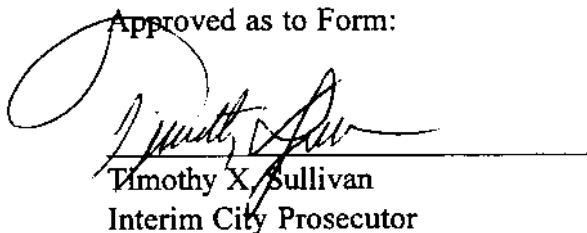


Robert W. Jean
City Manager

12-7-95

Date

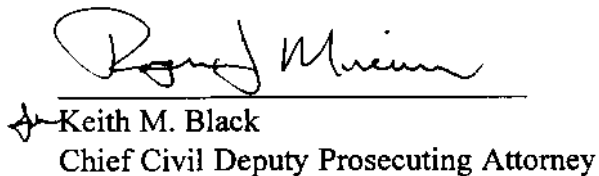
Approved as to Form:



Timothy X. Sullivan
Interim City Prosecutor

12/8/95

Date



Keith M. Black
Chief Civil Deputy Prosecuting Attorney

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Date