

RESOLUTION NO. 925

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE
APPROVING AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF
UNIVERSITY PLACE FOR PROSECUTION, DEFENSE, PROBATION AND COURT
SERVICES**

WHEREAS, since 2011, the City of University Place has contracted with the City of Lakewood via a series of interlocal agreements to provide misdemeanor and infraction court services. The current Lakewood-University Place Interlocal Agreement expires on December 31, 2020; and

WHEREAS, in the last several years, Lakewood has begun to reexamine their cost modeling, and has chosen a model which, after much consideration by the City, does not meet the City's needs; and

WHEREAS, the City Council, along with City staff, has thoroughly studied its options for the necessary Court services, including a proposed contract from Pierce County; and

WHEREAS, the City and Pierce County have arrived at an agreement that has been memorialized in a proposed Agreement for Prosecution, Defense, Probation, and Court Services; and

WHEREAS, the City Council deems that entering into the proposed Agreement with Pierce County is in the best interests of the residents of the City of University Place;

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

Section 1. City Manager Authorized to Execute Agreement. The City Council hereby authorizes the City Manager to execute the Agreement Between Pierce County and the City of University Place for Prosecution, Defense, Probation and Court Services in substantially the form accompanying this Resolution.

Section 2. Completion of Transaction. The City Manager or designee is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction and to implement the Agreement, which are consistent with the executed Agreement and the terms of this Resolution.

Section 3. Corrections. Upon approval by the City Attorney, the City Manager or designee are authorized to make necessary corrections to the proposed Agreement, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or numbering and section/subsection numbering, as necessary as may be consistent with the associated Agreement and the terms of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL ON JULY 6, 2020.


Caroline Belleci, Mayor

ATTEST:


Emerita J. Genetia, City Clerk

APPROVED AS TO FORM:



Matthew S. Kaser, City Attorney

UNOFFICIAL DOCUMENT

**AGREEMENT BETWEEN PIERCE COUNTY AND THE
CITY OF UNIVERSITY PLACE FOR PROSECUTION, DEFENSE,
PROBATION AND COURT SERVICES**

THIS AGREEMENT is entered into this day by and between PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the CITY OF UNIVERSITY PLACE, a municipal corporation of the State of Washington (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

Whereas, in the year 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 traffic infractions, non-traffic infractions, criminal traffic and criminal non-traffic misdemeanors and gross misdemeanor cases occurring within the City's municipal boundaries; and

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

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

Whereas, the County and the City desire to enter into such an Agreement to, among other things, describe the district court, prosecution, assigned counsel and other services to be provided by the County, provide a mechanism for the 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 Agreement are; to establish procedures for City cases filed in Pierce County District Court for the term of this Agreement; 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 during the term of this Agreement. All City cases shall be filed in Pierce County District Court. 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. In

the event the City desires the County to handle those cases filed in the University Place Municipal Court prior to the term of this agreement, the parties shall separately negotiate these charges.

1. City Cases. City cases shall include 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 for 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 during the term of this Agreement, 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; pre-sentence 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. As written, this agreement provides one (1) FTE County Attorney 2 assigned to the County Prosecutor's Office only for the term of the agreement.

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 during the term of this Agreement. Probation services will be provided for City cases and shall be paid by City defendants receiving said services.

5. Prisoner Transport. This agreement does not cover costs for prisoner transport.

C. Property. This 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 the services to the City inclusive of one (1) FTE County Attorney 2 set forth in this Agreement:

Beginning January 1, 2021, the City shall pay the County the sum of \$280,247, payable in four installments due February 28th, May 31st, August 31st and November 30th.

For the same services in subsequent years beginning January 1st of each subsequent year, the City shall pay the County the base cost from the previous year plus an increase of 2.5% calculated as follows:

Year or Subsequent Year	Previous base cost	Previous base cost times 2.5%	Annual base cost
2021			\$280,247
2022	\$280,247	\$7,006	\$287,253
2023	\$287,253	\$7,181	\$294,434
2024	\$294,434	\$7,360	\$301,794
2025	\$301,794	\$7,545	\$309,340
2026	\$309,340	\$7,734	\$317,034

In each of the subsequent years identified above, the City shall pay the County the Annual base cost for the year payable in four installments due February 28th, May 31st, August 31st and November 30th.

The County shall invoice the City in the months of January, April, July and October each year of the contract. The City shall pay the County by the end of the following month. 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.

University Place shall retain all fees, costs, penalties and fines, assessed and collected for the University Place Municipal Court for the duration of this Agreement. Any new programs established after the effective date of this Agreement shall not be included but shall be addressed by the parties in a separate amendment hereto.

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 and work release are specifically excluded from this Agreement. The City and the County shall enter a separate 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.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

II. Additional Terms

A. 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.

B. City's Responsibility to Adopt Certain Pierce County Criminal Ordinances. Upon notice to the City from the County, the City shall promptly consider whether to adopt by reference any criminal offense which is created by County Ordinance.

C. City May Create Its Own Court. Nothing in this Agreement shall be construed as precluding the City from creating its own municipal court pursuant to state law.

D. 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. Liability. 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 involving 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 attorney's fees.

B. Indemnification. 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, error 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. No Third-Party Beneficiary. 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 forty-eight (48) months commencing at 12:00 a.m., January 1, 2021 and terminating at 12:00 a.m., December 31, 2026. Nothing in this section precludes the parties from renegotiating and amending the terms and conditions of this Agreement, including duration and compensation, prior to the termination. However, the parties acknowledge that renegotiation of this Agreement may include a price escalation depending on actual cases processed and the cost of processing those cases.

B. Process for Termination. Any termination of this Agreement shall be in conformance with the provisions of RCW 3.50.810 under which Notice of Intention to Terminate the Agreement must be provided not less than one year prior to February 1st of the year in which all district court judges are subject to election. In such event, this agreement would terminate effective December 31, 2026. 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 responsibility.

V. Signatures and Date

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CITY OF UNIVERSITY PLACE:

City Manager

Date

Approved as to form:

City Attorney

Date

PIERCE COUNTY:

Attest:

City Clerk

Date

Bruce Dammeier, County Executive

Date

Approved as to form:

Deputy Prosecuting Attorney

Date

District Court Administrator

Date

Budget & Finance

Date