

RESOLUTION NO. 947

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

WHEREAS, in fall of 2020, the City of University Place executed an Agreement with Pierce County for Prosecution, Defense, Probation, and Court Services; and

WHEREAS, it has become evident that an amendment to the Agreement is necessary in order to continue the provision of such services; and

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

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON HEREBY RESOLVES AS FOLLOWS:**

Section 1. City Manager Authorized to Execute Amendment to Agreement. The City Council hereby authorizes the City Manager to execute the Amendment to 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.

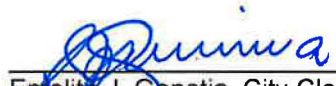
Section 3. Corrections. Upon approval by the City Attorney, the City Manager or designee are authorized to make necessary corrections to the proposed Amendment to Agreement, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or 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.

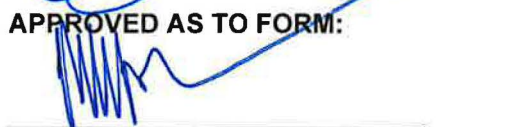
ADOPTED BY THE CITY COUNCIL ON MARCH 1, 2021.


Caroline Belleci, Mayor

ATTEST:


Emelita J. Genetia, City Clerk

APPROVED AS TO FORM:


Matthew S. Kaser, City Attorney

AMENDMENT # 1
to Contract for Prosecution, Defense, Probation and Court Services
dated October 1, 2020
for the City of University Place

This Amendment is made and entered into by Pierce County and the City of University Place.

WHEREAS, Pierce County entered into an agreement with the City of University Place to provide municipal court services, and related legal services beginning January 1, 2021; and

WHEREAS, Section I(B)(3) of the agreement between Pierce County and the City of University Place includes the prosecution of traffic infractions, non-traffic infractions, criminal traffic and non-criminal traffic misdemeanors, and gross misdemeanors occurring within the municipal boundary of the City of University Place by the Pierce County Prosecuting Attorney; and

WHEREAS, The Pierce County Prosecuting Attorney's Office does not have sufficient personnel, or other resources, to increase its workload by undertaking prosecution for the City of University Place in addition to its existing prosecutorial duties for both felony and misdemeanor prosecutions throughout Pierce County; and

WHEREAS, Amending the Agreement between the parties to authorize the subcontracting of prosecutorial services to a qualified, licensed attorney will provide the flexibility necessary to provide prosecutorial services without increasing the costs for the City of University Place.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties that:

A. Section I(B)(3) of the Agreement is amended to state:

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, or an~~ attorney, duly licensed to practice law in the State of Washington, who shall serve as the City Prosecutor for the City of University Place ("City Prosecutor"). The ~~Prosecutor's Office~~ City Prosecutor 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~~ designated City Prosecutor shall be relieved of any further responsibility for the case. For cases prosecuted by the ~~Office of the Prosecuting Attorney~~ City Prosecutor, 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~~ City Prosecutor shall consider such interest or opinion but shall retain sole discretion to prosecute the case. ~~As written, this agreement provides reimbursement for one (1) FTE County Attorney 2 assigned to the~~

~~County Prosecutor's Office only for the term of the agreement, which may be used for the delivery of prosecutorial services by a contractor if the services are not otherwise performed by the Prosecuting Attorney's Office.~~ County supplied City Prosecution services shall terminate on December 31, 2021.

B. Section I(D) is amended to state:

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 \$219,818
2023	\$287,253 \$219,818	\$7,181 \$5,495	\$294,434 \$225,313
2024	\$294,434 \$225,313	\$7,360 \$5,633	\$301,794 \$230,946
2025	\$301,794 \$230,946	\$7,545 \$5,774	\$309,340 \$236,720
2026	\$309,340 \$236,720	\$7,734 \$5,918	\$317,034 \$242,639

C. The County's notice of termination dated on or about January 29, 2021, is limited in application to the termination of prosecution services and rescinded as to all other services specified in the Agreement.

All other terms and conditions of the agreement and all supplements and modifications thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be duly executed, such parties acting by their representatives being there unto duly authorized.

DATE this _____ day of _____, 20_____

PIERCE COUNTY:

Approved as to legal form only:

Approved:

DEPUTY PROSECUTING ATTORNEY Date

DEPARTMENT DIRECTOR Date

Reviewed:

BUDGET & FINANCE Date

COUNTY EXECUTIVE Date
(\$250,000 or more)

CITY OF UNIVERSITY PLACE

Approved as to Form:

By: _____
Stephen P. Sugg
City Manager

Matthew S. Kaser
City Attorney

Attest: _____
Emelita J. Genetia
City Clerk