

ADDENDUM TO:

AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE
CITY OF UNIVERSITY PLACE
PROVIDING FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION AND
PUBLIC DEFENDER SERVICES

RE: IN-CUSTODY TRANSPORT SERVICES

WHEREAS, the City of University Place, ("University Place") and the City of Lakewood ("Lakewood") entered into an Interlocal Agreement for the provision of Municipal Court, Prosecution and Public Defender Services ("Court Services Agreement") on January 7, 2010; and

WHEREAS, the Court Services Agreement specifically excluded jail and police services;

WHEREAS, University Place in-custody defendants will be required to be transported from Pierce County Jail to the University Place Municipal Court at Lakewood City Hall and back to Pierce County Jail for the regular in-custody calendar currently held every Monday, Wednesday and Friday (excluding City holidays);

NOW, THEREFORE, the parties agree as follows:

1. **Services Provided:** Lakewood shall be responsible for transporting all University Place in-custody defendants from Pierce County Jail to Lakewood City Hall and back to Pierce County Jail as required for court hearings for the regular in-custody calendar currently held every Monday, Wednesday and Friday (excluding City holidays).
2. **Financial Provisions.** In consideration for the services provided in this Addendum, University Place shall pay a flat fee of \$55 per each defendant transported pursuant to Section 1 of this Addendum. Lakewood shall be responsible for providing a monthly accounting statement and invoice to University Place regarding the provision of these services. University Place shall issue payment to ~~the~~ Lakewood for these services by check or money order within 30 days of receipt of invoice.
3. **Services Excluded:** This Addendum specifically excludes defendant transport services required when out-of-custody defendants appear in court and are ordered to be taken into custody by a judge.
 - a. **Exception:** if Lakewood determines in its sole discretion that Lakewood transport is available to the Pierce County Jail after a defendant is ordered to be taken into custody by a judge, Lakewood will coordinate the transport and University Place shall pay a flat fee of \$55 per each defendant transported pursuant to Section 2 of this Addendum.

4. Termination: This Addendum may be terminated by either party by providing thirty (30) days written notice to the other party.
5. Court Services Agreement: All other terms and conditions of the Court Services Agreement dated January 7, 2010 are incorporated by reference and apply to this Addendum.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth.

CITY OF LAKEWOOD




 Andrew Neiditz, City Manager
 Date: 12-21-10

Attest:



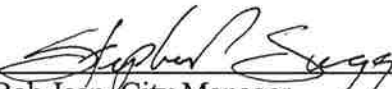
 Alice Bush, MMC, City Clerk
 Date: 12-23-10

Approved as to form:



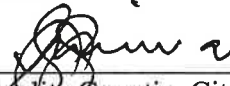
 Heidi Ann Wachter, City Attorney
 Date: 20 December 2010

CITY OF UNIVERSITY PLACE



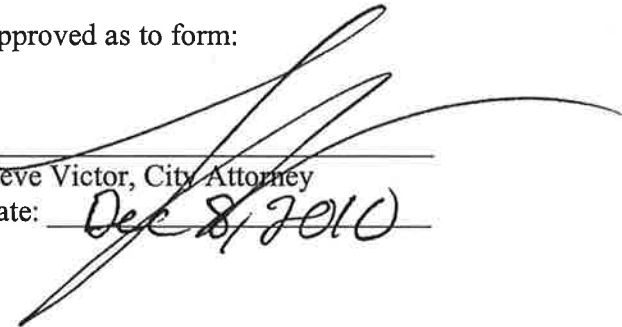
 Bob Jean, City Manager
 Stephen P. Suggs, 12/13/10
 Date: _____

Attest:



 Emelita Genetia, City Clerk
 Date: 12/13/10

Approved as to form:



 Steve Victor, City Attorney
 Date: Dec 8, 2010

AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE
CITY OF UNIVERSITY PLACE
PROVIDING FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION AND
PUBLIC DEFENDER SERVICES

WHEREAS, the City of University Place, "University Place", incorporated as a City on August 31, 1995 and assumed authority and jurisdiction with respect to criminal and traffic offenses occurring within the corporate boundaries thereby created; and

WHEREAS, the City of Lakewood, "Lakewood" has the capacity to provide municipal court, prosecution and public defender services to University Place in a manner beneficial to both parties; and

WHEREAS, the parties wish to cooperate and enter into this agreement for the orderly and efficient processing of traffic infractions, criminal traffic cases, criminal non-traffic misdemeanors and any other matters within the jurisdiction of a Municipal Court through services provided by Lakewood in the Municipal Court for the City of University Place held at Lakewood; and

WHEREAS, included in the services provided by Lakewood to University Place shall be a detail of statistics identifying caseload, type of case and other matters of interest to University Place; and

WHEREAS, the parties agree that provision of services as detailed in this agreement are in the best interests of the citizens of both cities; and

WHEREAS, Title 39.34 of the Revised Code of Washington authorizes joint and cooperative agreements between governmental agencies;

NOW, THEREFORE, the parties agree as follows:

- A. Purpose. The purpose of this Interlocal Agreement is to make all necessary arrangements for the processing of any matters within the jurisdiction of a University Place Municipal Court using municipal court, prosecution and public defender services provided by Lakewood. Pursuant to RCW 3.50.010 University Place shall establish a Municipal Court and the City of Lakewood, by this agreement shall operate it. This is to include any ancillary services such as statistical tracking, legal services such as ordinance work and any work related to appeals. Jail and Police services are specifically excluded from this agreement.
- B. Services. University Place shall establish the City of University Place Municipal Court and shall take all action necessary, including the adoption of all necessary ordinances as if operating such court independently.

The City of University Place shall, in its discretion, establish Court Rules applicable to the University Place Municipal Court, appoint a judge, and shall set appropriate fines, penalties and processes. Lakewood, through this agreement, shall provide the following services to facilitate the operation of the City of University Place Municipal Court:

- 1) Municipal Court Services. Municipal court services include all court services required by state statute, court rule, City ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication and penalty enforcement of all City cases filed on January 1, 2011 or any date thereafter for the duration of this agreement, issuance of search and arrest warrants, procedures of establishing bail, arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, presentence investigations, sentencing, pre trial motions, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to Municipal courts. Lakewood shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule. University Place may, but is not required to by this Agreement, appoint a Lakewood Municipal Judge as its municipal court judge, and appoint Lakewood judges pro tem as judges pro tem of the University Place Municipal Court. In the event University Place appoints a judge other than Lakewood judges as its municipal court judge, then University Place shall consult with and consider input from the Lakewood City Manager during the appointment process.
- 2) Prosecution Services. All criminal cases covered by this agreement shall be reviewed, filed and fully prosecuted by Lakewood Legal Department staff. Lakewood Legal Department shall have final case disposition authority on all cases except those assigned out to outside counsel. Lakewood Legal Department will coordinate the transportation of all evidence as necessary for prosecution. The City Attorney for University Place, or designee, shall be authorized to directly prosecute any matter within University Place jurisdiction upon notice to Lakewood within 15 days of the filing of the case. All prosecution services are to be provided to University Place with sufficient input and direction from University Place to ensure consistency with the best interests of the citizens of that city.
- 3) Public Defender Services. Public Defender services will be provided to University Place as an extension of the current agreement between Lakewood and the current Public Defender. Alternatively, the City of Lakewood reserves the right to contract for the provision of Public Defender Services as necessary to provide these services.
- 4) Other Services. Lakewood and University Place shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this agreement. Lakewood is expected to provide ancillary services such as ordinance work and legal advice related to prosecution programs, statistical information and appellate work.

- C. Property. This interlocal agreement does not provide for the acquisition, holding or disposal of real or personal property. University Place Police shall retain custody of all items of evidence related to criminal prosecution.
- D. Financial Provisions. In consideration for the services provided in this agreement University Place shall pay a flat fee for the year 2011 to be invoiced and paid quarterly. In the event University Place appoints Lakewood's judge, pursuant to Section B above, the flat fee shall be \$225,000. In the event University Place appoints a judge other than a Lakewood judge, pursuant to Section B-1, the flat fee shall be negotiated between the parties with the expectation of greater costs. It is understood that based on the statistical results and experiences of both parties in 2011 the parties will either affirm this figure for future years or amend it to better address actual cost of the services provided and the parties may consider revenue sharing options at that time. As additional compensation for services provided pursuant to this agreement Lakewood shall retain all fees, costs, penalties and fines, except restitution payments to the City of University Place, assessed in the University Place Municipal Court for the duration of this agreement. Any new traffic enforcement 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. Agreement Administration. The parties are expected to work cooperatively as though the Lakewood staff is University Place staff when handling University Place cases. The City Attorney for University Place is to consult with Lakewood departments as necessary with concerns regarding the prosecution of cases, interested University Place staff are to be invited to interdepartmental meetings regarding Court process. Where necessary Lakewood staff is to be available to University Place staff and/or Council to discuss court process, prosecutorial philosophy or other matters of interest to University Place.
- 1) Dispute resolution. Disputes between the parties that cannot be resolved at staff level are to be resolved by the respective City Managers. It is understood between the parties that this agreement is of benefit to both and there is a common interest in working through issues to continue the agreement.
 - 2) Reporting. Lakewood shall provide University Place with monthly reports summarizing court activity for each month during which services are provided. University Place shall identify any deficiencies in such monthly reports and, where feasible, Lakewood shall amend the reports accordingly.
 - 3) Special Emphasis. University Place shall identify any areas of special emphasis and Lakewood shall provide opportunities for input and reporting specific to those areas. One such area is Code Enforcement. Others may arise and will be addressed accordingly.
- F. Indemnification. In executing this Agreement, the City of Lakewood does not assume liability or responsibility for or in any way release University Place from any liability or responsibility which arises in whole or in part from:
- 1) The existence or effect of any City of University Place ordinance; or
 - 2) Any prosecution by the City of University Place 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 of

University Place shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City of University Place, the City of Lakewood, or both, the City of University Place shall satisfy the same, including all chargeable costs and attorneys' fees.

The City of Lakewood shall indemnify, defend, and hold harmless the City of University Place, 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 City of Lakewood'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 City of Lakewood to provide services covered by this agreement provided, however, that


- 1) The City of Lakewood'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 of University Place, its Police Department or its officers, agents or employees; and
- 2) The City of Lakewood'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 of negligence of the City of Lakewood or its agents and the City of University Place or its agents shall apply only to the extent that the City of Lakewood's or its agents actions or negligence cause or contributed hereto.

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

- G. Termination. In the event University Place appoints a judge that is not a Lakewood judge, Lakewood shall have the right to terminate this Agreement, provided that Lakewood notifies University Place nine (9) months prior to such termination to allow the parties sufficient time to address alternate measures.
- H. Term. The initial term of this agreement is for one year with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. If the desired results cannot be achieved through an agreement between the parties, University Place is to notify the City of Lakewood in writing no later than July 1 for an anticipated termination of December 31 of the same year. This allows both parties sufficient time to address alternative measures timely within the budget session. Without such notice the agreement automatically renews for one year increments through 2015.

Amendments to this agreement must be in writing and may be made at any time during the term of the agreement.

CITY OF LAKEWOOD




Andrew Neiditz, City Manager
Date: 12-18-09

Attest:



Alice Bush, MMC, City Clerk
12-18-09

Approved as to form:



Heidi Ann Wachter, City Attorney

CITY OF UNIVERSITY PLACE



Bob Jean, City Manager
Date: 1/7/10

Attest:



Emelita Genetia, City Clerk 1/7/10

Approved as to form:



Janean Parker, City Attorney