



CONTRACT ROUTING FORM

1. ORIGINATING DEPT./DIV: City Managers DATE: 6/17/20

2. ORIGINATING STAFF PERSON: Shannon Kelley-Fong EXT: 7717 3. DATE REQUESTED BY: 7/20/20

4. TYPE OF DOCUMENT (CHECK ONE):

<input type="checkbox"/> PUBLIC WORKS CONSTRUCTION CONTRACT	<input type="checkbox"/> CDBG/HOME	<input type="checkbox"/> GRANT AGREEMENT
<input type="checkbox"/> SMALL OR LIMITED PUBLIC WORKS CONTRACT	<input type="checkbox"/> HUMAN SERVICES	<input checked="" type="checkbox"/> INTERLOCAL
<input type="checkbox"/> GOODS AND SERVICE AGREEMENT	<input type="checkbox"/> LEASE	<input type="checkbox"/> MAINTENANCE AGREEMENT
<input type="checkbox"/> PROFESSIONAL SERVICES AGREEMENT	<input type="checkbox"/> REAL ESTATE DOCUMENT	<input type="checkbox"/> OFF DUTY POLICE SERVICES
<input type="checkbox"/> CONTRACT AMENDMENT No. ____ (ORIGINAL CONTRACT#): _____		
<input type="checkbox"/> OTHER _____		

5. PROJECT NAME: Agreement between Lakewood and Steilacoom for Municipal Court Services

6. NAME OF CONTRACTOR: Lakewood
ADDRESS: 6000 Main St TELEPHONE _____
E-MAIL: _____ FAX: _____
AUTHORIZED SIGNATURE NAME: _____ TITLE _____

7. EXHIBITS AND ATTACHMENTS: ☐ SCOPE, WORK OR SERVICES ☐ COMPENSATION ☐ INSURANCE REQUIREMENTS/CERTIFICATE
☐ ALL OTHER REFERENCED EXHIBITS ☐ PRIOR CONTRACT/AMENDMENTS ☐ PROOF OF AUTHORITY ☐ E-VERIFY ☐ W-9

8. TERM: COMMENCEMENT DATE: 1/1/2021 COMPLETION DATE: 12/31/2023

9. TOTAL COMPENSATION \$ Variable

☐ CHARGE TO EDEN BARS EXPENDITURE ACCOUNT : _____

10. DOCUMENT/CONTRACT REVIEW

	INITIAL / DATE REVIEWED	INITIAL / DATE APPROVED
<input checked="" type="checkbox"/> PROJECT MANAGER	<u>SKF 6/17/20</u>	_____
<input type="checkbox"/> DIRECTOR	_____	_____
<input type="checkbox"/> LEGAL	_____	_____

11. COUNCIL APPROVAL DATE (IF APPLICABLE) August 17, 2020

12. CONTRACT SIGNATURE ROUTING

<input type="checkbox"/> SENT TO VENDOR/CONTRACTOR	DATE SENT: _____	DATE REC'D SIGNED BY CONTRACTOR: _____
<input type="checkbox"/> ATTACH: INSURANCE CERTIFICATE, LICENSES, EXHIBITS		

☒ CITY CLERK (ROUTE)

☒ CITY ATTORNEY

☒ CITY MANAGER

☐ CITY CLERK/ CONTRACT# 2020-107

☐ SIGNED COPY TO ORIGINATING DEPT & A/P

INITIAL / DATE SIGNED
6/17/2020
8/12/20 8/12/20

COMMENTS:

**AN INTERLOCAL AGREEMENT BETWEEN THE
CITY OF LAKEWOOD AND THE TOWN OF
STEILACOOM PROVIDING FOR THE PROVISION
OF MUNICIPAL COURT, PROSECUTION, PUBLIC
DEFENDER AND RELATED SERVICES**

WHEREAS, the town of Steilacoom, "Steilacoom" incorporated as a town in 1854 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, public defender and related services to Steilacoom in a manner beneficial to both parties and that Steilacoom desires to use these services; and

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

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

WHEREAS, Steilacoom has determined that an agreement with Lakewood for the provision of municipal court services under the Interlocal Cooperation Act would be more efficient and cost effective than providing its own facilities, materials, and personnel and 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 public 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 Steilacoom using municipal court (including a judge and court staff), prosecution, public defender and related services provided by Lakewood in Lakewood Municipal Court pursuant to RCW 39.34. This is to include any ancillary services such as probation/community services, work crew, interpreter services, 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. Steilacoom shall establish the town of Steilacoom Municipal Court and shall take all action necessary, including the adoption of all necessary ordinances as if operating such court independently. Steilacoom shall, in its discretion, establish Court Rules

applicable to the Steilacoom Municipal Court, appoint a judge, and shall set appropriate fines, penalties and processes. Lakewood, through this Agreement, shall provide the following services to Steilacoom:

1. Municipal Court Services. Municipal court services include all court services required by state statute, court rule, Town ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication and penalty enforcement of all Town cases filed on January 1, 2021, 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, pre-sentence investigations, sentencing, pre-trial motions, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to municipal court. Lakewood will provide foreign language and sign language services as needed for defendants in Steilacoom Municipal Court cases. Lakewood will provide probation services to Steilacoom criminal defendants. Lakewood shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule.
2. Appointment of Judicial Officers. Steilacoom may, but is not required to, by this Agreement, appoint a Lakewood Municipal Court Judge as a Judge of the Steilacoom Municipal Court. Similarly, Steilacoom may, but is not required to, appoint Lakewood Municipal Court Judges Pro Tern as Judges Pro Tem of the Steilacoom Municipal Court. In the event that Steilacoom appoints a judge other than the Lakewood Municipal Court Judge then Steilacoom shall consult with and consider input from the Lakewood City Manager during the appointment process. Any such appointments shall require further negotiation between the parties pursuant to Section D.1 of this agreement.
3. Prosecution Services. All criminal cases covered by this agreement shall be reviewed, filed and fully prosecuted by Lakewood Legal Department staff from initial review of referred cases through final adjudication including appeal. Lakewood Legal Department shall have final case disposition authority on all cases except those assigned to outside counsel at the request of Steilacoom. Steilacoom shall support Lakewood's prosecution of Steilacoom cases fully including attendance at hearings, production of evidence and coordinating with the assigned prosecutor as needed to properly process each case. The Attorney for Steilacoom, or designee, shall be authorized to directly prosecute any matter within Steilacoom jurisdiction upon notice to Lakewood within 15 days of the filing of the case. All prosecution services are to be provided to Steilacoom with sufficient input and direction from Steilacoom to ensure consistency with the best interests of the citizens of Steilacoom.
4. Public Defender Services. Public Defender services will be provided to Steilacoom as an extension of the current agreement between Lakewood and the

current Public Defender. Lakewood shall provide in any professional services agreements between Lakewood and a contractor providing public defender services, that such contractor provide such services in compliance with the Washington Supreme Court's Standards for Indigent Defense Services.

5. Other Services. Lakewood and Steilacoom shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this agreement. Lakewood is expected to provide ancillary services including statistical information and appellate work. Lakewood shall be responsible for transporting all Steilacoom in-custody defendants from Pierce County Jail, Nisqually Jail or any other jail where Lakewood and Steilacoom defendants are held on misdemeanor and gross misdemeanor charges.
6. Matters Reserved to Lakewood. Lakewood reserves the right to implement matters requiring compliance with statutory and judicial mandates, which includes, but is not limited to, the Standards for Indigent Defense and personnel matters pursuant to General Rule 29 of the Washington Courts.
7. Supplies and Forms. Lakewood will provide and pay for all forms and paperwork necessary for processing Steilacoom Municipal Court cases as determined by the Steilacoom Municipal Court Judge and/or Court Administrator. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants and general office supplies.
8. Court Security. Lakewood shall provide all necessary security for the courtroom used by Steilacoom.

C. Property. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property. Steilacoom Police shall be responsible for all items of evidence related to criminal prosecution.

D. Financial Provisions. In consideration for the services provided in this Agreement, the parties agree to the following:

1. In the event that Steilacoom appoints Lakewood's judge as judge of the Steilacoom Municipal Court, Steilacoom shall pay to Lakewood an annual fee determined by Steilacoom's use of the court. The annual fee shall be determined based on the cost of the Lakewood Municipal Court and includes factors such as the cost of the court system and administrative costs associated with running the court. This fee will include the municipal court judge and court administrative staff salaries. The fee will be reviewed and adjusted on an annual basis beginning one year after the effective date of this agreement. The parties will review the fees and costs associated with providing services under this agreement and will make necessary adjustments to such fees and costs. Necessary adjustments to the fees and costs shall be based on an increase or decrease in the following: case filings, personnel and professional services costs, facility operating costs and

material costs. In addition, adjustments shall be necessary based on upon any new or increased cost or fee mandated by federal, state or local law. The parties shall negotiate annual adjustment to the fees in good faith. This fee shall be invoiced and paid monthly. In the event that Steilacoom does not appoint Lakewood's judge, this fee shall be renegotiated with the expectation that this amount will be greater.

2. Final reconciliation for the 2021 annual fee will be determined by March 31, 2022. This allows for the City to account for the total cost of all services provided.
3. Steilacoom shall retain all fees, costs, penalties and fines, assessed in the Steilacoom Municipal Court for the duration of this Agreement. Mandated payments to the State and any other financial obligations attendant to operating a Municipal Court shall be processed in the normal monthly course along with remittance of revenue to Steilacoom on a monthly basis. 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 written amendment hereto.

E. Agreement Administration. The parties are expected to work cooperatively when handling Steilacoom cases. No employee or agent of Lakewood shall be deemed an employee or agent of Steilacoom as a result of this Agreement. None of the benefits provided by Lakewood to its employees or agents, including but not limited to, compensation, insurance and unemployment insurance are available from Lakewood to the employees or agents of Steilacoom. The Attorney for Steilacoom is to consult with Lakewood departments as necessary regarding the prosecution of Steilacoom cases. Interested Steilacoom employees are to be invited to interdepartmental meetings regarding Court process. Where necessary Lakewood employees are to be available to Steilacoom employees and/or Council to discuss court process, prosecutorial philosophy or other matters of interest to Steilacoom.

1. Dispute Resolution. Disputes between the parties that cannot be resolved at the department level are to be resolved by the respective City Managers / Town Administrators. 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 Steilacoom with monthly reports summarizing court activity during which services are provided. These reports shall include a summary of all court services provided for the month, data about the amount of fines and forfeitures collected by Lakewood for infractions and complaints and a revenue breakdown of payments made to the Washington State Treasurer, Pierce County and any other entities on behalf of Steilacoom. Steilacoom shall identify any deficiencies in such monthly reports and, where feasible, Lakewood shall amend the reports accordingly.
3. Special Emphasis. Steilacoom shall identify any areas of special emphasis and

Lakewood shall provide opportunities for input and reporting specific to those areas.

F. Indemnification. In executing this Agreement, Lakewood does not assume liability or responsibility for or in any way release Steilacoom from any liability or responsibility which arises in whole or in part from:

1. The existence or effect of any Steilacoom ordinance; or
2. Any prosecution conducted by Steilacoom's 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 is at issue, Steilacoom shall defend the same at its sole expense and if judgment is entered or damages are awarded against Steilacoom, Lakewood, or both, Steilacoom shall satisfy the same, including all chargeable costs and attorneys' fees.

Lakewood shall indemnify, defend, and hold harmless Steilacoom, 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 Steilacoom), or damage to property, or the violation of any person's civil rights, which is caused by or arises out 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 Lakewood to provide services covered by this Agreement provided, however, that:

- a. 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 Steilacoom, its Police Department or its officers, agents or employees; and
- b. 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 Lakewood or its agents and Steilacoom or its agents shall apply only to the extent that Lakewood's or its agents' actions or negligence cause or contributed hereto.

Lakewood does not by this Agreement assume any contractual obligations to anyone other than Steilacoom, and Steilacoom does not assume any contractual obligations to anyone other than Lakewood. Lakewood and Steilacoom expressly eliminate any third-party beneficiary to this Agreement.

G. Termination. Lakewood or Steilacoom shall have the right to terminate this Agreement, provided that either notifies the other 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 three (3) years through December

31, 2023, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. Either party shall notify the other in writing no later than nine months prior to anticipated termination or at the earliest date allowed by State law. This allows both parties sufficient time to address alternative measures timely within the budget session. Without such notice, the Agreement automatically renews for one additional four (4) year term.

J. Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this contract shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

K. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted, unless such invalidity or unenforceability destroys the purpose and intent of this contract.

L. Entire Contract. Possible Amendments. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind either of the parties. To be effective, any proposed amendments to this Agreement that are mutually agreed upon by the parties must be incorporated by written amendments to this Agreement. Amendments to this Agreement can be made at any time during the term of this Agreement.

N. Notice. Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following parties at the following addresses:

To Lakewood:

City Manager
6000 Main Street SW
Lakewood, WA
98499

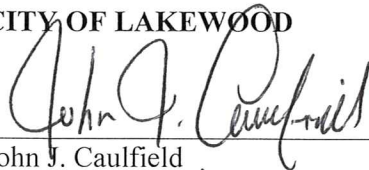
To Steilacoom:

Town Administrator
1030 Roe St
Steilacoom, WA 98388

[Signature page follows]

IN WITNESS, the Parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF LAKEWOOD



John J. Caulfield

City Manager

Date: 8/17/2020

TOWN OF STEILACOOM



Ron Lucas

Mayor

Date: 06/16/2020

ATTEST:




Briana Schumacher

City Clerk

Date: 8/17/2020

APPROVED AS TO FORM:



Heidi Ann Wachter

City Attorney

Date: 8/12/20