

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

WHEREAS, the Town of Steilacoom, "Steilacoom" incorporated as a Town in 1854 and has operated Steilacoom Municipal Court in the Town of Steilacoom pursuant to Chapter 3.50 of the Revised Code of Washington for all matters 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 Steilacoom in a manner beneficial to both parties and that Steilacoom desires to utilize 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, 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 Steilacoom using municipal court (including a judge and court staff), prosecution and public defender services provided by Lakewood in Lakewood Municipal Court pursuant to RCW 39.34. 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.

Services. 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

October 1, 2013 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 courts. 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 and appoint Lakewood Municipal Court Judges Pro Tem 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.
- 3) **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 Attorney for the Town of 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 *the Town 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. Alternatively, the City of Lakewood reserves the right to contract for the provision of Public Defender Services as necessary to provide these 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 such as ordinance work and legal advice related to prosecution programs, statistical information and appellate work.

B. **Property.** This interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property. Steilacoom Police shall retain custody of all items of evidence related to criminal prosecution.

C. 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 flat fee of Ten Thousand Dollars (\$10,000.00). 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. This fee shall be invoiced and paid quarterly;

2. Lakewood shall retain all fees, costs, penalties and fines, except restitution payments to the Town of Steilacoom, assessed in the Steilacoom 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;

3. Steilacoom shall retain all rights to any existing monies that have been turned over to the Town's collection agency; however, Steilacoom shall transfer to Lakewood all remaining rights to any other existing balances on all account receivables arising from judicial/court action.

4. A one-time fee of five thousand dollars (\$5,000.00) to cover the City of Lakewood's transition costs. This fee shall be paid within thirty days of mutual acceptance.

It is understood that based on the statistical results and experiences of both parties that no later than August 31, 2014 the parties will either renegotiate the flat fee or affirm that the transferred receivable balances will cover the base fee for the next year.

D. Agreement Administration. The parties are expected to work cooperatively as though the Lakewood staff is Steilacoom staff when handling Steilacoom cases. The Attorney for the Town of Steilacoom is to consult with Lakewood departments as necessary with concerns regarding the prosecution of cases. Interested Steilacoom staff are to be invited to interdepartmental meetings regarding Court process. Where necessary Lakewood staff is to be available to Steilacoom staff 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 staff level are to be resolved by the respective City/Town 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 Steilacoom with monthly reports summarizing court activity for each month during which services are provided. 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.

E. Indemnification. In executing this Agreement, the City of 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 Town of Steilacoom ordinance; or
- 2) Any prosecution by the Town of 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, the Town of Steilacoom shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town of Steilacoom, the City of Lakewood, or both, the Town of Steilacoom shall satisfy the same, including all chargeable costs and attorneys' fees.

The City of Lakewood shall indemnify, defend, and hold harmless the Town of 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 the Town), 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 Town of Steilacoom, 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 Town of Steilacoom 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.

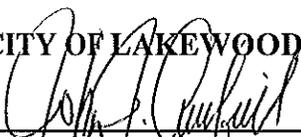
The City of Lakewood does not by this Agreement assume any contractual obligations to anyone other than the Town of Steilacoom, and the Town of Steilacoom does not assume any contractual obligations to anyone other than the City of Lakewood. The City of Lakewood and the Town of Steilacoom expressly eliminate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

H. Term. The initial term of this Agreement is for three years and three months through December 31, 2016 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, either party

shall notify the other 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 December 31, 2023.

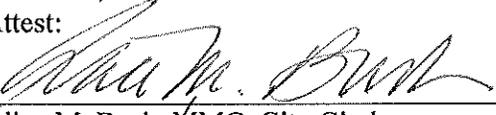
Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement.

CITY OF LAKEWOOD



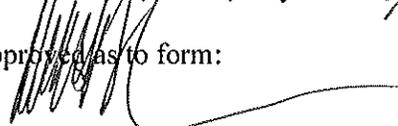
John J. Caulfield, City Manager

Date: 9/19/2013

Attest:


Alice M. Bush, MMC, City Clerk

9-19-13

Approved as to form:


for: Heidi Ann Wachter, City Attorney
Matthew S. Kacur, Asst. City Atty.

TOWN OF STEILACOOM

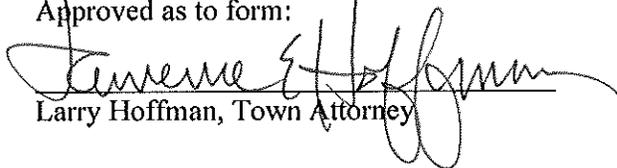


Ron Lucas, Mayor

Date: 19 Sept 2013

Attest:


Paul Lovetess, City Clerk

Approved as to form:


Larry Hoffman, Town Attorney