

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

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 1<sup>st</sup> day of December, 2014, by and between the City of University Place, a Washington municipal corporation ("University Place"), and the City of Lakewood, a Washington municipal corporation ("Lakewood"), collectively referred to herein as the "parties".

**WHEREAS**, the City of University Place, "University Place" incorporated as a City in 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, public defender and related services to University Place in a manner beneficial to both parties and University Place desires to use these services; and

**WHEREAS**, University Place 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 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 public agencies;

**NOW, THEREFORE**, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of University Place and the City of Lakewood 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 University Place 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 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.** Lakewood, through this Agreement, shall provide the following services to University Place:

- 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, 2015 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 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. University Place has appointed a Lakewood Municipal Court Judge as a Judge of the University Place Municipal Court and has appointed Lakewood Municipal Court Judges Pro Tem as Judges Pro Tem of the University Place Municipal Court. In the event that University Place appoints a judge other than the Lakewood Municipal Court Judge then University Place 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. Lakewood Legal Department shall have final case disposition authority on all cases except those assigned to outside counsel at the request of University Place. University Place shall support Lakewood's prosecution of University Place cases fully, including attendance at hearings, production of evidence and coordinating with the assigned prosecutor as needed to properly process each case. 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 University Place.
- 4) 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.
- 5) 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, including statistical information and appellate work. Lakewood shall be responsible for transporting all University Place in-custody defendants from Pierce County Jail, Nisqually Jail or any other jail Lakewood and University Place defendants 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.

C. Property. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property. University Place 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 University Place appoints Lakewood's judge as judge of the University Place Municipal Court, University Place shall pay to Lakewood an annual fee of One Hundred Seventy Thousand, Five Hundred Eighty Five Dollars (\$170,585). 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. The fee will be reviewed and adjusted on an annual basis. University Place shall be notified of changes to the calculation of court costs and administrative costs. In the event that University Place 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 monthly.

2) University Place shall retain all fees, costs, penalties and fines, assessed in 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. Agreement Administration. The parties are expected to work cooperatively as though the employees of Lakewood are employees University Place when handling University Place cases. The City Attorney for University Place is to consult with Lakewood departments as necessary regarding the prosecution of University Place cases. Interested University Place employees are to be invited to interdepartmental meetings regarding Court process. Where necessary Lakewood employees are to be available to University Place employees 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 the department level are to be resolved by the respective City Managers/Administrators. It is understood between the parties that this Agreement is of benefit to both parties 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 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.

**F. Indemnification.** In executing this Agreement, 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 University Place ordinance; or
- 2) Any prosecution conducted by University Place's 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 is at issue, University Place shall defend the same at its sole expense and if judgment is entered or damages are awarded against University Place, Lakewood, or both, University Place shall satisfy the same, including all chargeable costs and attorneys' fees.

Lakewood shall indemnify, defend, and hold harmless 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 University Place), 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

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

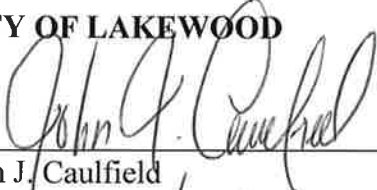
Lakewood does not by this Agreement assume any contractual obligations to anyone other than University Place, and University Place does not assume any contractual obligations to anyone other than Lakewood. Lakewood and University Place expressly eliminate any third-party beneficiary to this Agreement.

**G. Termination.** Either party shall have the right to terminate this Agreement, provided that the terminating party notifies the other party 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 (1) year through December 31, 2015 with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. Without such notice the Agreement automatically renews for five (5) year increments through December 31, 2020.

I. **Amendment.** 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

Dated: 1/20/15

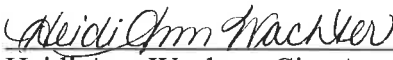
Attest:



Alice M. Bush, MMC  
City Clerk

1-20-15

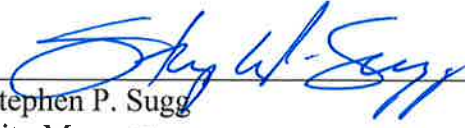
Approved as to form:



Heidi Ann Wachter, City Attorney

Date: 16 January 2015

**CITY OF UNIVERSITY PLACE**



Stephen P. Sugg  
City Manager

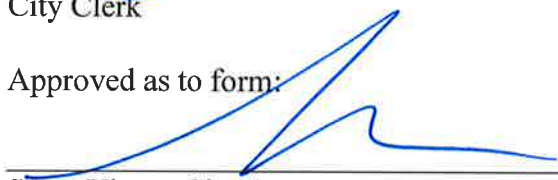
Dated: 12/31/14

Attest:



Emelita Genetia  
City Clerk

Approved as to form:



Steve Victor, City Attorney

Date: 12-31-14