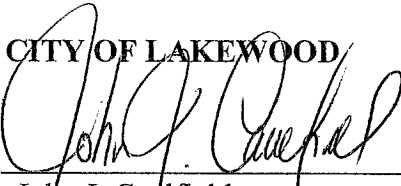



**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE TOWN OF STEILACOOM PROVIDING FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION AND PUBLIC DEFENDER SERVICES**


- 1) Pursuant to Section D, the rate for 2016 will be One Hundred Thirty Six Thousand, Two Hundred and Sixty Four Dollars (\$136,264). The amount is determined based on the formula used to determine the original cost for year one of this agreement.
- 2) All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement this 3 day of November, 2015

**CITY OF LAKEWOOD**  
  
\_\_\_\_\_  
John J. Caulfield  
City Manager  
Dated: 11/16/2015

**TOWN OF STEILACOOM**  
  
\_\_\_\_\_  
Ron Lucas  
Mayor  
Dated: 11/3/15

Attest:  
  
\_\_\_\_\_  
Alice M. Bush, MMC  
City Clerk  
11-16-15

Approved as to form:  
  
\_\_\_\_\_  
Heidi Ann Wachter, City Attorney  
Date: 11/12/15

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 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, the parties agree that provision of services as detailed in this Agreement are in the best interests of the citizens of both municipalities; 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 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 City 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, 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. 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. 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 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.
- 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 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 Lakewood and Steilacoom 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. 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 of ~~Ninety Nine Thousand Three Hundred Twenty Six~~ One Hundred Thirty Six Thousand, Two Hundred and Sixty Four Dollars (\$~~99,326~~136,264). 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. Steilacoom shall be notified of changes to the calculation of court costs and administrative costs. 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 monthly;

1) 2) Final reconciliation for the 2016 annual fee will be determined by March 31, 2017. This allows for the City to account for the total cost of all services provided.

32) ——— Steilacoom shall retain all fees, costs, penalties and fines, 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.

E. Agreement Administration. The parties are expected to work cooperatively as though the employees of Lakewood are employees Steilacoom when handling Steilacoom cases. 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. 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

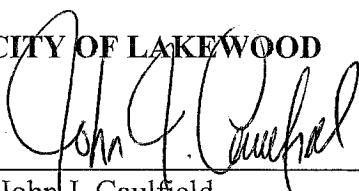
- 1) Lakewood's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of Steilacoom, its Police Department or its officers, agents or employees; and
- 2) Lakewood's obligation 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 Steilacoom or its agents shall apply only to the extent that Lakewood's or its agents actions or negligence cause or contributed hereto.

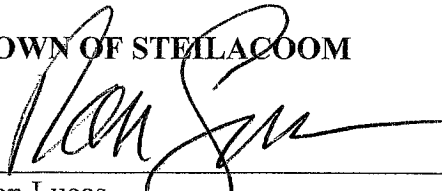
Lakewood does not by this Agreement assume any contractual obligations to anyone other than Steilacoom, and Steilacoom does not assume any contractual obligations to anyone other than Lakewood. Lakewood and Steilacoom expressly eliminate any third-party beneficiary to this Agreement.

G. Termination. Lakewood shall have the right to terminate this Agreement, provided that Lakewood notifies Steilacoom 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, 2016~~5~~ 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.

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: 11/16/2015

**TOWN OF STEILACOOM**  
  
\_\_\_\_\_  
Ron Lucas  
Mayor  
Dated: 11/3/15

Attest:

Alice M. Bush  
Alice M. Bush, MMC  
City Clerk

11-16-15

Approved as to form:

Heidi Ann Wachter  
Heidi Ann Wachter, City Attorney  
Date: 11/13/15