

EXHIBIT A

AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF EDGEWOOD FOR PROSECUTION, DEFENSE, PROBATION AND COURT SERVICES

THIS AGREEMENT is entered into this day by and between PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the CITY OF EDGEWOOD, a municipal corporation of the State of Washington (herein referred to as "CITY") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the CITY.

Whereas, the City of Edgewood, hereinafter referred to as the "City", has the authority and jurisdiction with respect to traffic infractions, non-traffic infractions, criminal traffic and criminal non-traffic misdemeanors and gross misdemeanor cases occurring within the City's municipal boundaries; and

Whereas, RCW 3.50.815 and RCW 39.34.180 expressly allow cities and counties to enter into contracts for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions; and

Whereas, in 2016, the City and County entered into an Interlocal Agreement for the County to provide district court, prosecution, and assigned counsel services to the City; and

Whereas, after negotiation, the City and the County have determined that it is in the best interest of the City and the County to enter into a new agreement for the County to continue providing district court, prosecution and assigned counsel services to the City as set forth herein;

Now, therefore, the County and the City mutually agree as follows:

I. General

A. Purposes. The purposes of this Agreement are to establish procedures for City cases filed in Pierce County District Court; to define the court, prosecution, probation and other services to be provided by the County to the City for such cases; to establish a payment method for City cases handled by the County; and to provide for indemnity.

B. Scope of Services Provided. The County shall provide the court services listed below for all City cases filed during the term of this Agreement. "City cases" shall include infractions, criminal traffic and criminal non-traffic misdemeanors and gross misdemeanors occurring within City limits. All City cases shall be filed in Pierce County District Court. The County shall provide court services for City cases of the same type and level as the County provides for cases originating in unincorporated Pierce County.

1. Municipal Court Services. Municipal court services include all court services imposed by state statute, court rule, City ordinances, or other regulation as now existing or hereafter amended. The County shall provide municipal court services to the City including,

but are not limited to: the filing, processing, adjudication and penalty enforcement of all City cases filed during the term of this Agreement, in District Court, regardless of the year a final judgment is entered, including, but not limited to, issuance of search and arrest warrants; procedures for establishing bail; arraignments and plea hearings; pretrial motions and evidentiary hearings; discovery matters; notification and subpoenaing of witnesses and parties, where relevant; bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of courts of limited jurisdiction regarding appeals; and all other court functions as they relate to City cases filed in District Court. The County shall provide all necessary judicial and clerical personnel to perform such services in a timely and efficient manner as required by law and court rule.

2. **City Prosecution Services.** Except for automatic safety camera infractions, all City cases covered by this Agreement shall be reviewed, filed and prosecuted by the Office of the Pierce County Prosecutor. The Prosecutor's Office shall have final case disposition authority of all City cases.

3. **Other Services.** The County shall provide assigned counsel and interpreter, file management, and all other services necessary for the handling and disposition of City cases filed in the District Court, except for prisoner transport and detention, and work release. Probation services will be provided for City cases and shall be paid by City defendants receiving said services.

4. **Prisoner Transport.** This agreement does not cover costs for prisoner transport.

5. **Traffic Safety Cameras Infraction.**

a. The City shall identify Pierce County District Court as the adjudicative court and the location for payments to be made for any automated traffic safety camera infractions issued pursuant to RCW 46.63.170 and RCW 46.63.060.

b. Pierce County District Court may adjudicate any contested automatic safety camera infractions issued by the City. The County will not provide prosecution or defense services for these infractions.

C. **Property.** This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

D. **Financial Provisions.** In consideration for the County providing all the services to the City set forth in this Agreement:

For the year 2020, the City shall pay the County the sum of \$27,112, payable no later than November 30, 2020.

For each subsequent year, the City shall pay the County the base cost from the previous year plus an increase of 2.5% calculated as follows:

Year	Previous base cost	Previous base cost times 2.5%	Annual base cost
2021	\$108,449	\$2,711	\$111,160
2022	\$111,160	\$2,779	\$113,939
2023	\$113,939	\$2,849	\$116,788
2024	\$116,788	\$2,920	\$119,708
2025	\$119,708	\$2,993	\$122,700
2026	\$122,700	\$3,068	\$125,678

The Annual base cost shall be payable in four installments. The County shall invoice the City in the months of January, April, July and October each year of the contract, with payment by the City due February 28th, May 31st, August 31st, and November 30th, respectively.

Payments that are not received by the deadline shall be considered delinquent and shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.

The County shall remit to the City all locally retained fines and penalties assessed and collected for the City cases with the exception of a \$25 administrative court cost per case for automated traffic safety camera infractions which shall be retained by the County. The County shall also retain interest collected by the County through a contracted collection agency or through a delinquency legal proceeding.

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. Limitation of Financial Obligations. It is the parties' intent to provide compensation to the County solely as set forth in Section D, above. Except as provided for in Section D, the City shall not be billed for any other fee or cost associated with the filing, prosecution, or defense of City cases. Costs for jail and work release are specifically excluded from this Agreement. The City and the County shall enter a separate agreement whereby the City shall compensate the County for the costs associated with the detention of prisoners held on City charges.

F. Agreement Administration and Dispute Resolution. The County shall designate an employee representative from each of the various departments that will be providing the services contemplated herein to act as a liaison with the City to handle daily administration of this Agreement. The City shall also designate one or more liaisons for the various services described herein. Each party shall notify the other in writing of its designated representatives for the various services. County liaisons shall meet with the City liaisons on a regular or on an "as needed" basis, whichever the liaisons deem appropriate, to discuss questions and resolve problems regarding the delivery of services and activities to be performed under this Agreement. Any operational conflict that is not resolved by the liaison committee shall be referred to the Mayor and the County Executive who shall attempt in good faith to resolve the dispute prior to submitting the matter to arbitration.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

II. Additional Terms

A. Monthly Reports. Each month, the County shall provide the City with a report which summarizes court activity during the preceding month. The monthly report will contain all information about City cases which the County compiles for the Office of the Administrator of Courts. In addition, the monthly reports shall contain data about the amount of fines and forfeitures collected by the County for City cases.

B. Adoption of Ordinances. Upon notice from the County, the City shall promptly consider whether to adopt by reference any infractions, misdemeanors or gross misdemeanors which is created by County Ordinance. The City shall also notify the County upon the City's adoption of any ordinances affecting infractions, misdemeanors or gross misdemeanors.

C. City May Create Its Own Court. Nothing in this Agreement shall be construed as precluding the City from creating its own municipal court pursuant to state law.

D. Authorization to Act. Pierce County, its employees, agents and third parties with whom the County may contract are authorized to prosecute and defend City cases as set forth in this Agreement.

E. No Employment Relationship Created. No agent, employee, or representative of the City shall be deemed an employee of the County, and no agent, employee, or representative of the County shall be deemed an employee of the City.

III. Indemnification

A. Liability. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from: (1) the existence or effect of any City ordinance; or (2) any prosecution by the City Attorney. If any cause, claim, suit, action or administrative proceeding is commenced involving the enforceability and/or validity of any such ordinance or prosecution, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

B. Indemnification. The County shall indemnify, defend and hold harmless the City, 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 County's acts, error 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 County to provide services covered by this Agreement provided, however, that:

1. The County'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, its officers, agents or employees; and

2. The County'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 or negligence of the County or its agents and the City or its agents shall apply only to the extent that the County's or its officer's, employee's, or agent's actions or negligence caused or contributed thereto.

C. No Third Party Beneficiary. The County does not by this Agreement assume any contractual obligations to anyone other than the City and the City does not assume any contractual obligations to anyone other than the County. The County and the City expressly eliminate any third-party beneficiary to this Agreement.

IV. Termination Provisions

A. Term of Agreement. The initial term of this Agreement shall be seventy-five (75) months commencing at 12:00 a.m., October 1, 2020 and terminating at 12:00 a.m., December 31, 2026. Nothing in this section precludes the parties from renegotiating and amending the terms and conditions of this Agreement, including duration and compensation, prior to the termination. However, the parties acknowledge that renegotiation of this Agreement may include a price escalation depending on actual cases processed and the cost of processing those cases.

B. Process for Termination. Any termination of this Agreement shall be in conformance with the provisions of RCW 3.50.810 under which Notice of Intention to Terminate the Agreement must be provided not less than one year prior to February 1st of the year in which all district court judges are subject to election. In such event, this agreement would terminate effective December 31, 2026. In the event that the Agreement is to be terminated, then the parties agree that they will work cooperatively to facilitate an orderly and effective transfer of responsibility.

V. Signatures and Date

IN WITNESS WHEREOF, the parties have executed this Agreement this 16 day of October, 2020.

CITY OF EDGEWOOD:



Mayor

Date

10/16/20


Approved as to form:



City Attorney

9/15/20
Date

Attest:



City Clerk

10/16/20
Date

PIERCE COUNTY:

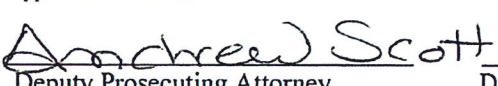
Bruce Dammeier

Digitally signed by Bruce Dammeier
Date: 2020.09.10 14:41:39 -0700

Bruce Dammeier, County Executive

Date

Approved as to form:



Deputy Prosecuting Attorney

Date

8/10/20



District Court Administrator

8/24/2020
Date

Electronic review/approval in WD on 9/2/20
Budget & Finance
Date

RESOLUTION NO. 20-0527

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A SIX YEAR AGREEMENT WITH PIERCE COUNTY TO PROVIDE PROSECUTION, DEFENSE, PROBATION AND COURT SERVICES.

WHEREAS, the City of Edgewood has contracted with Pierce County for prosecution, defense, probation and court services since its incorporation in 1996 and

WHEREAS, the City has reviewed the cost of providing these services internally as well as solicited other cities experience who are or have contracted between cities and determined the cost for both options would either be higher or less predictable the six year established cost (Exhibit A) utilizing Pierce County and

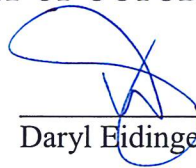
WHEREAS, the City's history of contracting for services wherein size establishes a favorable economy of scale for the cost and quality of service has been very positive with Pierce County.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Edgewood City Council does hereby authorize the Mayor to execute the six year agreement for prosecution, defense, probation and court services with Pierce County attached hereto and incorporated herein as Exhibit A.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

ADOPTED THIS 13TH DAY OF OCTOBER, 2020



Daryl Eidinger, Mayor

ATTEST:



Rachel Pitzel, CMC
City Clerk