



Staff Report

Meeting Date: December 11, 2023

Prepared By: Miranda Doll

Subject: Resolution 2023-VV

Review Date: _____

Summary: The Town Council approved a new Interlocal Agreement with Pierce County on March 13, 2023 for Prosecution, Defense, Probation and Court Services.

After the Council approved this agreement, it had to go through several approval processes and departments within the County. The process for transitioning to the County for Court Services has proven to be more complicated than either the Town or the County had originally thought. We have a go live date on January 1, 2024.

During the routing process within the County and their Departments the Interlocal Agreement has had some modifications. The Town attorney has reviewed and didn't see any changes that he was concerned about. The dates changed but the monetary amounts for the contract didn't change.

Staff tried to get a copy of the version that was presented in March redlined to this version and was not successful.

Recommendation: Town Staff recommends approval of Resolution 2023-VV, authorizing the execution of an Interlocal Agreement with Pierce County for Prosecution, Defense, Probation and Court Services.

Attachments: Resolution 2023-VV, Interlocal Agreement between Pierce County and Town of Eatonville, Washington for Prosecution, Defense, Probation and Court Services.

RESOLUTION 2023-VV

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY FOR PROSECUTION, DEFENSE, PROBATION AND COURT SERVICES

WHEREAS, the Town of Eatonville (“Town”) currently contracts Municipal Court Services with Bonney Lake Municipal Court; and

WHEREAS, the Town and Pierce County (“County”) have determined that, at this time, it is in the best interest of the Town and County for the County to provide district court, prosecution and assigned counsel services to the Town; and

WHEREAS, the Town and the County wish to cooperate with each other and enter into an Agreement which will ensure the orderly disposition in Pierce County District Court, of traffic infractions, state criminal traffic and non-traffic misdemeanors and gross misdemeanors which arise within the Town and are filed in District Court for the term of the Agreement; and

WHEREAS, RCW 39.34 allows for Agreements between Towns and Counties; and

WHEREAS, the Town Council approved an Interlocal Agreement by Resolution 2023-S on March 13, 2023, however, while going through the approval process with County, the Agreement has been modified and dates were changed to bring it current; and

WHEREAS, the Interlocal Agreement for Prosecution, Defense, Probation and Court Services has been reviewed by the Town’s Attorney and Staff recommends approval for a go live date of January 1, 2024; now therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, an Interlocal Agreement for Prosecution, Defense, Probation and Court Services, attached hereto as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 11th day of December 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2023-VV

**INTERLOCAL AGREEMENT
BETWEEN
PIERCE COUNTY AND
TOWN OF EATONVILLE, WASHINGTON
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 TOWN OF EATONVILLE, a municipal corporation of the State of Washington (herein referred to as "TOWN") and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the TOWN.

Whereas, in the year 1909, the Town of Eatonville, hereinafter referred to as the "Town", became incorporated as a Town and assumed 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 Town's municipal boundaries; and

Whereas, the Town and the County have determined that at this time it is in the best interest of the Town and the County for the County to provide District Court, prosecution and assigned counsel services to the Town; and

Whereas, the County and the Town wish to cooperate with each other and enter into an Agreement which will insure the orderly disposition in Pierce County District Court of traffic infractions, state criminal traffic and non-traffic misdemeanors and gross misdemeanors which arise within the Town and are filed in District Court for the term of this Agreement; and

Whereas, RCW 39.34 allows for Agreements between Towns and Counties; and

Whereas, the County and the Town desire to enter into such an Agreement to, among other things, describe the District Court, prosecution, assigned counsel and other services to be provided by the County and for other purposes as set forth herein.

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

I. General

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

B. Town Cases, Court, Prosecution and Other Services. The County shall provide court services for all Town cases filed during the term of this Agreement. All Town cases

covered by this agreement shall be filed in Pierce County District Court. The County shall provide court services for Town cases of the same type and level as the County provides for cases originating in unincorporated Pierce County.

1. Town Cases. Town cases shall include infractions, and state criminal misdemeanors and gross misdemeanors occurring within Town limits.

2. Court Services. Municipal court services include all court services imposed by state statute, court rule, Town ordinances, or other regulation as now existing or hereafter amended but does not include any repealed Town Codes or Ordinances. The financial provisions set for in Section D, below shall constitute full compensation for the municipal court services provided by the County to the Town. Nothing in this Agreement shall be construed to place the parties in violation of RPC 1.8(m) or negatively impact the compensation provided by the County to the Department of Assigned Counsel for public defender services necessitated by this agreement. Conflict case expenses or the use of professional services (i.e. investigative expenses, expert witnesses, interpreter expenses) shall be obtained from specifically designated funds for said expenses as they are in all other County cases.

The County shall provide the following services to the Town:
filing, processing, adjudication, and penalty enforcement of all Town 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 for purposes of Town cases filed in Pierce County District Court during the term of the Agreement. The County shall provide all necessary judicial and clerical personnel for purposes of these services.

3. Prosecution Services. In accordance with its prosecutorial discretion as authorized by law, the Pierce County Prosecuting Attorney's Office will review, file and prosecute state criminal traffic and non-traffic misdemeanor and gross misdemeanor cases that occur within Town limits. The Pierce County Prosecuting Attorney's Office does not represent the Town of Eatonville and does not assume prosecution authority over non-state criminal misdemeanors or gross misdemeanors that occur within the Town limits (i.e., crimes created by Eatonville Municipal Code rather than state law). The Pierce County Prosecuting Attorney's Office shall have case charging and disposition authority of all state law criminal misdemeanors and gross misdemeanors that occur within the Town limits for the duration of this agreement. The Town and the Pierce County Prosecuting Attorney have agreed that an exception will be made for the domestic violence and DUI referrals that occurred before the effective date of this agreement and were identified by the Bonney Lake Prosecutor's Office and the Town as cases that were not charged or were initially charged and dismissed due to the existence of body-worn camera footage as evidence in these cases. The Prosecuting Attorney's Office will review those referrals if submitted by the Town, and if the Prosecuting Attorney decides to file those cases, they are specifically included under the terms of this agreement. The Town Attorney, or such person as the Town may designate, shall be authorized to directly prosecute any Town

infractions. The Pierce County Prosecuting Attorney's Office assumes no responsibility for Town infraction cases that may be filed in the Pierce County District Court under this agreement. Prosecution Services under this agreement shall be effective for state law criminal misdemeanors and gross misdemeanors that occur on or after the effective date of this agreement with the inclusion of pre-existing referrals as set forth in this paragraph.

4. Other Services. The County shall provide assigned criminal defense counsel in qualifying cases, interpreter, and all other services necessary for the handling and disposition of Town criminal cases filed in the District Court during the term of this Agreement. Probation services will be provided for Town cases and shall be paid by Town defendants receiving said services.

5. This agreement specifically excludes any services by the County for the transport of incarcerated persons.

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 services to the Town as set forth in this Agreement, the Town agrees to provide the County with the following compensation:

Beginning January 1, 2024, the Town shall pay the County the sum of \$146,250, which is payable in four installments. The first installment of \$36,562.50 is due on February 28th. The second, third and fourth installments of \$36,562.20 each are due on May 31st, August 31st and November 30th. This amount is prorated from the annual base cost of \$146,250.

Beginning on January 1st of each subsequent year, the Town shall pay the County the base cost from the previous year plus an increased amount of 2.5% calculated as follows:

Year or Subsequent Year	Previous base cost	Previous base cost times 2.5%	Annual base cost
2024	142,683	3,567	146,250
2025	146,250	3,656	149,906
2026	149,906	3,748	153,654

In each of the years identified above, the Town shall pay the County the Annual base cost for the year in four equal installments due on February 28th, May 31st, August 31st and November 30th.

The County shall invoice the Town in the months of January, April, July and October each year of the contract. The Town shall pay the County by the end of the following month. Payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges 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.

Eatonville shall receive local court retained fees, penalties and fines, assessed and collected for the Eatonville 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. 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 Town shall not be billed for any other fee or cost associated with the filing, prosecution, or defense of Town cases. Costs for jail and work release are specifically excluded from this Agreement. The Town and the County shall enter a separate agreement whereby the Town shall compensate the County for the costs associated with the detention of prisoners held on Town charges.

F. Agreement Administration and Dispute Resolution. The County shall designate an employee representative for the various departments that will be providing the services contemplated herein to act as a liaison with the Town to handle daily administration of this Agreement. The Town 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 Town 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 Town Manager and the County Executive.

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 7.04A 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 Town with a report which summarizes court activity during the preceding month. The monthly report will contain all information about Town 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 infractions and complaints.

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

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

III. Indemnification

A. Liability. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from: (1) the existence or effect of any Town ordinance; or (2) any prosecution by the Town 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 Town shall fully and solely defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same and fully indemnify the County, including all chargeable costs and attorneys' fees.

B. Indemnification. The County shall indemnify, defend and hold harmless the Town, 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 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 Town, 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 Town or its agents shall apply only to the extent that the County's or its agents 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 Town and the Town does not assume any contractual obligations to anyone other than the County. The County and the Town expressly eliminate any third-party beneficiary to this Agreement.

IV. Termination Provisions

A. Term of Agreement. Contingent upon authorization of this Agreement by the applicable governing bodies of each party, the initial term of this Agreement shall be thirty-six (36) months commencing at 12:00 a.m., January 1, 2024, and terminating at 12:00 a.m., January 1, 2027. 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, and subject to authorization of the governing body of each party. However, the parties

acknowledge that renegotiation of this Agreement may include a price escalation depending on actual cases processed and the cost or processing those cases.

B. Process for Early Termination. The parties acknowledge that absent a contrary agreement, the provisions of RCW 3.50.810 would be applicable to the subject matter of this Agreement. It is the intention of the County and the Town to waive application of RCW 3.50.810 to this Agreement. Either party may withdraw from this Agreement by providing written notice of early withdrawal to the other party not less than twelve months prior to the effective date of any withdrawal. In the event that this Agreement is terminated prior to January 1, 2027, the parties agree to 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 ____ day of _____, 2023.

TOWN OF EATONVILLE:

Mayor Date

Approved as to form:

Town Attorney Date

Attest:

Town Clerk Date

PIERCE COUNTY:

Presiding Judge Date

Pierce County Prosecuting Attorney Date

Deputy Prosecuting Attorney Date

Approved as to form:

Prosecuting/Court Attorney Date

Finance Director Date

Assigned Counsel Director Date

District Court Administrator Date

Pierce County Executive Date