RESOLUTION 2026-UU

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 Pierce County ("County"); and

WHEREAS, the Town and the County have determined it is in the best interest for the County to continue to provide court, prosecution and assigned counsel services and have negotiated new terms for the agreement; and

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

WHEREAS, the Interlocal Agreement for Prosecution, Defense, Probation and Court Services has been reviewed by the Town's Attorney as well as the Public Safety Committee and Staff recommends approval; 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 Provision of District Court Services Between Pierce County and Town of Eatonville, 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 9th day of November 2026.

_____
Emily McFadden, Mayor

ATTEST:

_____
Miranda Doll, Town Clerk

INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES

BETWEEN PIERCE COUNTY AND TOWN OF EATONVILLE

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT, PROSECUTION and DEFENSE SERVICES BETWEEN PIERCE COUNTY ("County"), a political subdivision of the State of Washington, and THE TOWN OF EATONVILLE ("Town"), a municipal corporation, is entered into on this 1st day of January 2027. The County and the Town are referred to individually as a "Party" and collectively as the "Parties."

Whereas, in the year 1909, the Town of Eatonville incorporated as a municipality and assumed authority and jurisdiction over traffic infractions, non-traffic infractions, and criminal traffic and criminal non-traffic misdemeanor and gross misdemeanor offenses committed within the Town's municipal boundaries; and

Whereas RCW 39.34.180 provides cities are responsible for adjudicating misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions in the absence of entering an interlocal agreement permitting another jurisdiction to perform those responsibilities; and

Whereas, the Town and County have determined it to be in their best interests for the County to provide court, prosecution and assigned counsel services on behalf of the Town through the operations of the Pierce County District Court, the Pierce County Prosecuting Attorney's Office, and the Department of Assigned Counsel in exchange for good and valuable consideration; and

Whereas the Town and County wish to enter into an Agreement that permits the orderly disposition by the Pierce County District Court of all traffic infractions, state criminal traffic, and criminal non-traffic misdemeanor and gross misdemeanor offenses committed within the Town's municipal boundaries, with the exemption of any infractions arising from automated traffic enforcement cameras; and

Whereas, the Interlocal Cooperation Act, Chapter 39.34 RCW, permits the parties to execute an interlocal Agreement for the purpose of County provided court services on behalf of the Town; and

I. Now, therefore, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the County and the Town mutually agree as follows: General

   a. PURPOSES: The purposes of this Agreement are: to establish procedures for Town cases filed in Pierce County District Court during the term of this Agreement; to define the scope of court, prosecution, public defense, probation, and other services to be provided to the Town by the County; to establish the compensation to be provided by the Town in consideration of the County provided court services as well

}

as the method of payment; and to provide indemnity obligations between the parties in the event of litigation concerning the subject matter of the Agreement.

b. DEFINITIONS:
   i. "Town cases" means all traffic and non-traffic infractions, including those concerning parking and state criminal misdemeanor and gross misdemeanor offenses, which occur within the Town's municipal boundaries during the term of this Agreement. "Town cases" does not include any infractions resulting from automated traffic safety cameras.
   ii. "Municipal court services" means all court services imposed by state statute, court rule, Town ordinance, or other regulation in effect as of the date of this agreement or amended thereafter but does not include any previously repealed Town Code or Town Ordinances.

II. TERM OF AGREEMENT:

This Agreement shall be effective as of January 1, 2027, and shall remain in effect for an initial term of four (4) years ending at midnight on December 31, 2030.

III. COUNTY OBLIGATIONS:

a. The County shall provide municipal court services for all Town cases filed in Pierce County District Court during the term of this Agreement. The County shall provide court services of the same type and level as the County provides for cases that originate in unincorporated Pierce County. For each Town case, the County shall provide court services through the completion of all judicial proceedings and expiration of District Court jurisdiction as determined by the Court. The parties agree that this provision shall survive termination of this agreement.

b. The County shall provide the following court services to the Town: filing, processing, judicial adjudication, probation services, and penalty enforcement of all Town cases filed during the term of this Agreement regardless of the year a final judgment is entered. Judicial actions provided by the County where applicable, shall include, but are not limited to: issuance of search warrants, arraignments, setting conditions of release, plea hearings, pre-trial motions, evidentiary hearings, discovery motions, notification and subpoenaing of witnesses and parties (unless represented by counsel), bench and jury trials, provision of jurors, pre-sentence investigations, sentencing, post-trial motions, execution of duties of courts of limited jurisdiction pertaining to appeals, and all other necessary court functions for purposes of adjudicating Town cases filed in Pierce County District Court during the term of this Agreement.

}

c. The County shall provide all judicial officers and clerical personnel necessary for fulfilling the purposes of this Agreement exception for the exclusions listed below in section V.

d. 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 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. For each Town case, the County shall provide prosecution services through the completion of all judicial proceedings and expiration of District Court jurisdiction as determined by the Court. The parties agree that this provision shall survive termination of this agreement.

e. The County shall, at its own expense, employ and provide all necessary criminal defense counsel personnel for each Town case filed in Pierce County District Court as determined by the District Court. The County shall provide criminal defense counsel personnel for all stages of Town cases filed in District Court and such personnel shall appear on behalf of the Town at all judicial proceedings. This includes, but is not limited to, provision of conflict defense counsel. The County agrees to provide all necessary criminal defense counsel services for every Town case filed in District Court through the completion of all judicial proceedings and expiration of District Court jurisdiction in the case as determined by the Court. The parties agree that this provision shall survive termination of this agreement.

Defense obligations of Pierce County Department of Assigned Counsel under this agreement shall not exceed the Washington State Supreme Court mandated caseload standards for public defense. If District Court case filings put Pierce County

}

Department of Assigned Counsel attorney caseloads above these mandates, the parties will negotiate in good faith to address staffing needs necessary to maintain compliance with the Washington State Supreme Court caseload standards for public defense.

IV. TOWN OBLIGATIONS:

a. The Town shall file in the Pierce County District Court all Town cases which arise during the term of this Agreement.

b. In consideration of the services provided by the County, the Town agrees to provide financial compensation to the County as set forth in section VI of this Agreement.

V. EXCLUSIONS:

a. Jail Services. This Agreement does not include any jail services by the County for any Town cases. The Town agrees that any County jail services must be independently negotiated and executed by separate agreement with the County.

b. Transportation of incarcerated persons. This Agreement excludes any services by the County for the transport of incarcerated persons associated with any Town cases, including but not limited to transportation to or from a jail or correctional facility, hospital or other medical facility, or commitment facility such as Western State Hospital. The Town is exclusively responsible for transportation of incarcerated individuals associated with Town cases and shall bear any associated costs.

c. Work release. Work release services are specifically excluded from this Agreement.

d. Automated traffic safety cameras. This agreement does not include Pierce County District Court processing any infractions generated by automated traffic safety cameras. Such infractions fall outside of the definition of Town Cases, as defined in this agreement.

VI. FINANCIAL PROVISIONS:

a. Compensation

i. 2027 Compensation. In consideration for the municipal court services provided by the County under this Agreement, the Town shall compensate the County for Court Services, Defense Services, and Prosecution Services.

ii. Commencing January 1, 2027, the annual costs shall be as follows:

Service	**2027 Annual Cost**
Court Services	$39,935

}

Defense Services	$44,035
Prosecution Services	$42,064
Total Amount to Be Paid to the County	**$126,034**

iii. The total amount of One Hundred Twenty-Six Thousand Thirty- FourDollars ($126,034) shall be billed to the Town for calendar year 2027.

iv. **Annual Compensation.** Beginning January 1, 2028, and for each subsequent calendar year identified below, the Town shall pay the County the amounts set forth in the following table for Court Services, Defense Services, and Prosecution Services:

Calendar Year	Court Services	Defense Services	Prosecution Services	Total Amount to Be Paid to the County
2027	$39,935	$44,035	$42,064	$126,034
2028	$41,532	$45,772	$43,747	$131,051
2029	$43,193	$47,577	$45,497	$136,267
2030	$44,921	$49,453	$47,317	$141,691

v. The total amount shown for each calendar year represents the combined cost of Court Services, Defense Services, and Prosecution Services and is the total amount to be billed to the Town for that calendar year.

vi. Payment Schedule. For each calendar year identified above, the Town shall pay the total annual amount to the County in four installments. Payments shall be due on February 28, May 31, August 31, and November 30 of the applicable calendar year.

vii. In the event of early termination of this agreement as provided in Section XIII, and wherein termination would become effective prior to the end of a calendar year, the Town shall only be obligated to make payments on a prorated basis for the number of months wherein the Agreement was in effect for that year.

viii. Invoicing. The County shall invoice the Town in the months of January, April, July, and October of each year of the Agreement. The Town shall pay the County by not later than the last day of the following month. For example, payment of the January invoice amount would be due by the end of February.

VII. COLLECTION OF COURT FEES, PENALTIES, AND FINES

}

The Town shall receive local retained fees, penalties, and fines assessed and collected for the Town of Eatonville for the duration of this Agreement. Any new programs or traffic cameras implemented by the Town after the effective date of this Agreement are excluded from coverage of municipal court services by the County under this Agreement unless and until agreed upon in writing by the parties.

VIII. 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.

IX. REPORTING

Each month the County shall provide the Town with a report summarizing 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 on the amount of fines and forfeitures collected by the County for infractions, parking, photo enforcement, and complaints.

X. PROPERTY:

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

XI. INDEMNIFICATION:

a. Liability. Notwithstanding any other provision of 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, rules, regulations, policies, or procedures; or (2) any prosecution by the Town Attorney, Town Attorney personnel, agent, or designee; or

}

3) criminal defense and any related services provided by the Town. If any cause, claim, suit, action, or administrative proceeding is commenced involving the enforceability and/or validity of any Town ordinance, rule, regulation, policies, or procedures, or regarding any prosecution or criminal defense provided by the Town, the Town shall fully and solely defend the same at its sole expense and if judgment is entered or damages or attorneys' fees are awarded against the Town, the County, or both, the Town agrees it shall solely satisfy the same in its entirety and fully indemnify the County, including any and all chargeable costs and attorneys' fees. Notwithstanding any other terms of this Agreement, in the event the Town executes any settlement agreement in response to any claims alleged to arise from the subject matter of this Agreement, the Town agrees to obtain a full release of any and all claims against the County as part of any such settlement agreement. This provision shall survive the expiration or termination of this Agreement.

b. General Mutual Indemnification. Each Party to this Agreement, and its officers, agents, employees, subcontractors, and or/consultants, agree to defend, indemnify, and save harmless the other Party, its appointed and elected officers, officials, employees, and agents, while acting within the scope of their employment as such, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees, and costs, by reason of any and all claims, actions, judgments, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

XII. COURT OVERSIGHT AND ADMINISTRATION

a. Nothing in this Agreement shall permit the Town to regulate the administration of the Pierce County District Court or the selection of a particular judge to adjudicate Town cases.

}

b. The Parties recognize that General Rule (GR) 29, as promulgated by the Washington State Supreme Court, mandates that the ultimate decision-making authority regarding the administration of the Pierce County District Court rests with its Presiding Judge. The duties imposed by GR 29 are non-delegable except as otherwise provided by that rule. This Agreement is subject to GR 29 and the concordant responsibilities of the Pierce County District Court Presiding Judge.

XIII. TERMINATION PROVISIONS.

a. Conditional upon authorization of this Agreement by the applicable governing bodies of each Party, the initial term of this Agreement shall be for a period of four (4) years commencing at 12:00 a.m. on, January 1, 2027, and terminating at midnight on December 31st, 2030. Nothing in this section precludes the Parties from renegotiating and amending the terms and conditions of this Agreement prior to its termination, including the applicable duration and/or compensation, subject to the approval of the governing bodies of the Parties. The Parties acknowledge that renegotiation of this Agreement may be necessary to provide for a price escalation (increase in compensation) depending upon the actual number of cases processed and the costs of 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. This Agreement is terminable by either Party at will and without cause in its sole discretion. Either Party may withdraw from this Agreement by providing written notice of early withdrawal to the other Party not less than twelve (12) months prior to the effective date of any withdrawal. In the event this Agreement is terminated prior to January 1, 2030, the Parties agree to work cooperatively to facilitate an orderly and effective transfer of responsibility.

XIV. INDEPENDENT CONTRACTOR

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the Town a County employee for any purpose, including but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Tile 51 RCW, or any other rights or privileges accorded Town employees by virtue of their employment. At all times pertinent hereto,

}

employees of the County are acting as County employees, and employees of the Town are acting as Town employees. This provision shall survive termination of this Agreement

XV. WAIVER OF BINDING ARBITRATION

The Parties intentionally waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180, or any other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussion or negotiations relating thereto.

XVI. NOTICE

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County:

Court Administrator
Pierce County District Court

Presiding Judge
Pierce County District Court

To the Town:

Mayor of the Town of Eatonville
PO Box 309
201 Center St. W
Eatonville, WA 98328

With a copy to the Town Clerk at the same address

XVII. FORCE MAJEURE

The term “force majeure” shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities either state or federal agencies, fire, earthquake, volcanic activity and its effects, flooding, terrorism, shutdowns for purposes of

}

repairs, lockouts, strikes, and any other labor, civil, or public disturbance, inability to procure required construction supplies/materials, delays in environmental review, permitting, or other environmental requirement or work, pandemics, and orders promulgated by the Washington State Supreme Court affecting lower court operations. In the event the County is rendered unable, wholly or in part, by a force majeure to perform or comply with any obligations or conditions of this Agreement as determined by the Pierce County District Court Presiding Judge, then, upon giving notice and reasonable particulars to the Town, such obligations or conditions shall be suspended for the time and extent necessary to allow for restoration of normal operations permitting compliance with this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof.

XIX. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any Party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in the Superior Court situated in Pierce County, Washington.

XX. NO THIRD-PARTY RIGHTS

It is not the intent of the Parties to create any third-party rights as result of this Agreement. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any performance, deficient performance, or nonperformance hereunder.

XXI. COUNTERPARTS

This Agreement may be executed in counterparts, and each counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

}

XXII. Signatures and Date

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

TOWN OF EATONVILLE:

_____ ____
Mayor Date

Approved as to form:

_____ ____
Town Attorney Date

Attest:

_____ _____
Town Clerk Date

PIERCE COUNTY:

_____ _____
Presiding Judge Date

_____ _____
District Court Administrator Date

_____ _____
Pierce County Prosecuting Attorney Date

_____ _____
Pierce County Department of Assigned Council Date

DRAFT

}

_____ _____
Pierce County Executive Date

Approved as to form:

_____ _____
Prosecuting Attorney's Office Date
On behalf of Court

Approved as to form:

_____
Finance Director Date

DRAFT

}

INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES

BETWEEN PIERCE COUNTY AND TOWN OF EATONVILLE

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT, PROSECUTION and DEFENSE SERVICES BETWEEN PIERCE COUNTY ("County"), a political subdivision of the State of Washington, and THE TOWN OF EATONVILLE ("Town"), a municipal corporation, is entered into on this 1st day of January 2027. The County and the Town are referred to individually as a "Party" and collectively as the "Parties."

Whereas, in the year 1909, the Town of Eatonville incorporated as a municipality and assumed authority and jurisdiction over traffic infractions, non-traffic infractions, and criminal traffic and criminal non-traffic misdemeanor and gross misdemeanor offenses committed within the Town's municipal boundaries; and

Whereas RCW 39.34.180 provides cities are responsible for adjudicating misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions in the absence of entering an interlocal agreement permitting another jurisdiction to perform those responsibilities; and

Whereas, the Town and County have determined it to be in their best interests for the County to provide court, prosecution and assigned counsel services on behalf of the Town through the operations of the Pierce County District Court, the Pierce County Prosecuting Attorney's Office, and the Department of Assigned Counsel in exchange for good and valuable consideration; and

Whereas the Town and County wish to enter into an Agreement that permits the orderly disposition by the Pierce County District Court of all traffic infractions, state criminal traffic, and criminal non-traffic misdemeanor and gross misdemeanor offenses committed within the Town's municipal boundaries, with the exemption of any infractions arising from automated traffic enforcement cameras; and

Whereas, the Interlocal Cooperation Act, Chapter 39.34 RCW, permits the parties to execute an interlocal Agreement for the purpose of County provided court services on behalf of the Town; and

Now, therefore, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, 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 during the term of this Agreement; to define the scope of court, prosecution, public defense, probation, and other services

}

to be provided to the Town by the County; to establish the compensation to be provided by the Town in consideration of the County provided court services as well as the method of payment; and to provide indemnity obligations between the parties in the event of litigation concerning the subject matter of the Agreement.

b. DEFINITIONS:
   i. "Town cases" means all traffic and non-traffic infractions, including those concerning parking and ~~photo enforcement, as well as~~ state criminal misdemeanor and gross misdemeanor offenses, which occur within the Town's municipal boundaries during the term of this Agreement. "Town cases" does not include any infractions resulting from automated traffic safety cameras.
   ii. "Municipal court services" means all court services imposed by state statute, court rule, Town ordinance, or other regulation in effect as of the date of this agreement or amended thereafter but does not include any previously repealed Town Code or Town Ordinances.

II. TERM OF AGREEMENT:

This Agreement shall be effective as of January 1, 2027, and shall remain in effect for an initial term of four (4) years ending at midnight on December 31, 2030.

III. COUNTY OBLIGATIONS:

a. The County shall provide municipal court services for all Town cases filed in Pierce County District Court during the term of this Agreement. The County shall provide court services of the same type and level as the County provides for cases that originate in unincorporated Pierce County. For each Town case, the County shall provide court services through the completion of all judicial proceedings and expiration of District Court jurisdiction as determined by the Court. The parties agree that this provision shall survive termination of this agreement.

b. The County shall provide the following court services to the Town: filing, processing, judicial adjudication, probation services, and penalty enforcement of all Town cases filed during the term of this Agreement regardless of the year a final judgment is entered. Judicial actions provided by the County where applicable, shall include, but are not limited to: issuance of search warrants, arraignments, setting conditions of release, plea hearings, pre-trial motions, evidentiary hearings, discovery motions, notification and subpoenaing of witnesses and parties (unless represented by counsel), bench and jury trials, provision of jurors, pre-sentence investigations, sentencing, post-trial motions, execution of duties of courts of limited jurisdiction

}

DRAFT

pertaining to appeals, and all other necessary court functions for purposes of adjudicating Town cases filed in Pierce County District Court during the term of this Agreement.

c. The County shall provide all judicial officers and clerical personnel necessary for fulfilling the purposes of this Agreement exception for the exclusions listed below in section V~~I~~.

d. 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 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. For each Town case, the County shall provide prosecution services through the completion of all judicial proceedings and expiration of District Court jurisdiction as determined by the Court. The parties agree that this provision shall survive termination of this agreement.

e. The County shall, at its own expense, employ and provide all necessary criminal defense counsel personnel for each Town case filed in Pierce County District Court as determined by the District Court. The County shall provide criminal defense counsel personnel for all stages of Town cases filed in District Court and such personnel shall appear on behalf of the Town at all judicial proceedings. This includes, but is not limited to, provision of conflict defense counsel. The County agrees to provide all necessary criminal defense counsel services for every Town case filed in District Court through the completion of all judicial proceedings and expiration of District Court jurisdiction in the case as determined by the Court. The parties agree that this provision shall survive termination of this agreement.

}

DRAFT

Defense obligations of Pierce County Department of Assigned Counsel under this agreement shall not exceed the Washington State Supreme Court mandated caseload standards for public defense. If District Court case filings put Pierce County Department of Assigned Counsel attorney caseloads above these mandates, the parties will negotiate in good faith to address staffing needs necessary to maintain compliance with the Washington State Supreme Court caseload standards for public defense.

IV. TOWN OBLIGATIONS:

a. The Town shall file in the Pierce County District Court all Town cases which arise during the term of this Agreement.

~~b. The Town shall notify the County of their intent to add Traffic Safety Camera Infractions.~~

~~i. The Town shall identify Pierce County 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.~~

~~ii. Pierce County District Court shall adjudicate any contested automatic safety camera infractions issued by the Town. The County will not provide prosecution and defense services for these infractions.~~

~~iii. Addition of Traffic Safety Camera Infractions may result in a renegotiation of the agreement to provide the extra cost of adjudicating those cases in District Court.~~

~~c.~~b. In consideration of the services provided by the County, the Town agrees to provide financial compensation to the County as set forth in section VI~~I~~ of this Agreement.

V. EXCLUSIONS:

a. Jail Services. This Agreement does not include any jail services by the County for any Town cases. The Town agrees that any County jail services must be independently negotiated and executed by separate agreement with the County.

b. Transportation of incarcerated persons. This Agreement excludes any services by the County for the transport of incarcerated persons associated with any Town cases, including but not limited to transportation to or from a jail or correctional facility, hospital or other medical facility, or commitment facility such as Western State Hospital. The Town is exclusively responsible for transportation of incarcerated individuals associated with Town cases and shall bear any associated costs.

c. Work release. Work release services are specifically excluded from this Agreement.

}

DRAFT

~~c.~~d. Automated traffic safety cameras. This agreement does not include Pierce County District Court processing any infractions generated by automated traffic safety cameras. Such infractions fall outside of the definition of Town Cases, as defined in this agreement.

VI. FINANCIAL PROVISIONS:

a. Compensation

i. 2027 Compensation. In consideration for the municipal court services provided by the County under this Agreement, the Town shall compensate the County for Court Services, Defense Services, and Prosecution Services.

ii. Commencing January 1, 2027, the annual costs shall be as follows:

Service	**2027 Annual Cost**
Court Services	$~~38,901~~39,935
Defense Services	$~~41,532~~44,035
Prosecution Services	$42,064
Total Amount to Be Paid to the County	**$~~122,497~~126,034**

iii. The total amount of One Hundred Twenty-~~Two~~ Six Thousand Thirty- Four~~Four Hundred Ninety-Seven~~ Dollars ($~~122,497~~126,034) shall be billed to the Town for calendar year 2027.

iv. **Annual Compensation.** Beginning January 1, 2028, and for each subsequent calendar year identified below, the Town shall pay the County the amounts set forth in the following table for Court Services, Defense Services, and Prosecution Services:

Calendar Year	**Court Services**	**Defense Services**	**Prosecution Services**	**Total Amount to Be Paid to the County**
2027	$~~38,901~~39,935	$~~41,532~~44,035	$42,064	$~~122,497~~126,034
2028	$~~40,457~~41,532	$~~43,193~~45,772	$43,747	$~~127,397~~131,051
2029	$~~42,076~~43,193	$~~44,921~~47,577	$45,497	$~~132,494~~136,267
2030	$~~43,759~~44,921	$~~46,718~~49,453	$47,317	$~~137,794~~141,691

v. The total amount shown for each calendar year represents the combined cost of Court Services, Defense Services, and Prosecution Services and is the total amount to be billed to the Town for that calendar year.

}

DRAFT

vi. Payment Schedule. For each calendar year identified above, the Town shall pay the total annual amount to the County in four installments. Payments shall be due on February 28, May 31, August 31, and November 30 of the applicable calendar year.

vii. In the event of early termination of this agreement as provided in Section XIIIV, and wherein termination would become effective prior to the end of a calendar year, the Town shall only be obligated to make payments on a prorated basis for the number of months wherein the Agreement was in effect for that year.

viii. Invoicing. The County shall invoice the Town in the months of January, April, July, and October of each year of the Agreement. The Town shall pay the County by not later than the last day of the following month. For example, payment of the January invoice amount would be due by the end of February. ~~Payments not made by the date due shall be considered delinquent, resulting in the accrual of a late charge payable to the County in the amount of one half of one percent (10.5%) per month commencing from the date of delinquency until paid.~~

VII. COLLECTION OF COURT FEES, PENALTIES, AND FINES

The Town shall receive local retained fees, penalties, and fines assessed and collected for the Town of Eatonville for the duration of this Agreement. Any new programs or traffic cameras implemented by the Town after the effective date of this Agreement are excluded from coverage of municipal court services by the County under this Agreement unless and until agreed upon in writing by the parties.

VIII. 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.

}

IX. REPORTING

Each month the County shall provide the Town with a report summarizing 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 on the amount of fines and forfeitures collected by the County for infractions, parking, photo enforcement, and complaints.

X. PROPERTY:

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

XI. INDEMNIFICATION:

a. Liability. Notwithstanding any other provision of 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, rules, regulations, policies, or procedures; or (2) any prosecution by the Town Attorney, Town Attorney personnel, agent, or designee; or 3) criminal defense and any related services provided by the Town. If any cause, claim, suit, action, or administrative proceeding is commenced involving the enforceability and/or validity of any Town ordinance, rule, regulation, policies, or procedures, or regarding any prosecution or criminal defense provided by the Town, the Town shall fully and solely defend the same at its sole expense and if judgment is entered or damages or attorneys' fees are awarded against the Town, the County, or both, the Town agrees it shall solely satisfy the same in its entirety and fully indemnify the County, including any and all chargeable costs and attorneys' fees. Notwithstanding any other terms of this Agreement, in the event the Town executes any settlement agreement in response to any claims alleged to arise from the subject matter of this Agreement, the Town agrees to obtain a full release of any and all claims against the County as part of any such settlement agreement. This provision shall survive the expiration or termination of this Agreement.

b. General Mutual Indemnification. Each Party to this Agreement, and its officers, agents, employees, subcontractors, and or/consultants, agree to defend, indemnify, and save harmless the other Party, its appointed and elected officers, officials, employees, and agents, while acting within the scope of their employment as such, from and against all loss or expense, including but not limited to judgments, settlements, attorneys' fees, and costs, by reason of any and all claims, actions, judgments, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No Party will be required to indemnify,

}

defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

XII. COURT OVERSIGHT AND ADMINISTRATION

a. Nothing in this Agreement shall permit the Town to regulate the administration of the Pierce County District Court or the selection of a particular judge to adjudicate Town cases.

b. The Parties recognize that General Rule (GR) 29, as promulgated by the Washington State Supreme Court, mandates that the ultimate decision-making authority regarding the administration of the Pierce County District Court rests with its Presiding Judge. The duties imposed by GR 29 are non-delegable except as otherwise provided by that rule. This Agreement is subject to GR 29 and the concordant responsibilities of the Pierce County District Court Presiding Judge.

XIII. TERMINATION PROVISIONS.

a. Conditional upon authorization of this Agreement by the applicable governing bodies of each Party, the initial term of this Agreement shall be for a period of four (4) years commencing at 12:00 a.m. on, January 1, 2027, and terminating at midnight on December 31st, 2030. Nothing in this section precludes the Parties from renegotiating and amending the terms and conditions of this Agreement prior to its termination, including the applicable duration and/or compensation, subject to the approval of the governing bodies of the Parties. The Parties acknowledge that renegotiation of this Agreement may be necessary to provide for a price escalation (increase in compensation) depending upon the actual number of cases processed and the costs of processing those cases.

}

DRAFT

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. This Agreement is terminable by either Party at will and without cause in its sole discretion. Either Party may withdraw from this Agreement by providing written notice of early withdrawal to the other Party not less than twelve (12) months prior to the effective date of any withdrawal. In the event this Agreement is terminated prior to January 1, 2030, the Parties agree to work cooperatively to facilitate an orderly and effective transfer of responsibility.

XIV. INDEPENDENT CONTRACTOR

Each Party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the Town a County employee for any purpose, including but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Tile 51 RCW, or any other rights or privileges accorded Town employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees, and employees of the Town are acting as Town employees. This provision shall survive termination of this Agreement

XV. WAIVER OF BINDING ARBITRATION

The Parties intentionally waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180, or any other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussion or negotiations relating thereto.

XVI. NOTICE

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County:

Court Administrator
Pierce County District Court

}

DRAFT

Presiding Judge
Pierce County District Court

To the Town:

Mayor of the Town of Eatonville
PO Box 309
201 Center St. W
Eatonville, WA 98328

With a copy to the Town Clerk at the same address

XVII. FORCE MAJEURE

The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities either state or federal agencies, fire, earthquake, volcanic activity and its effects, flooding, terrorism, shutdowns for purposes of repairs, lockouts, strikes, and any other labor, civil, or public disturbance, inability to procure required construction supplies/materials, delays in environmental review, permitting, or other environmental requirement or work, pandemics, and orders promulgated by the Washington State Supreme Court affecting lower court operations. In the event the County is rendered unable, wholly or in part, by a force majeure to perform or comply with any obligations or conditions of this Agreement as determined by the Pierce County District Court Presiding Judge, then, upon giving notice and reasonable particulars to the Town, such obligations or conditions shall be suspended for the time and extent necessary to allow for restoration of normal operations permitting compliance with this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof.

XIX. GOVERNING LAW

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any Party deems it necessary to institute legal action or proceedings to ensure any right or obligation

}

under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in the Superior Court situated in Pierce County, Washington.

XX. NO THIRD-PARTY RIGHTS

It is not the intent of the Parties to create any third-party rights as result of this Agreement. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any performance, deficient performance, or nonperformance hereunder.

XXI. COUNTERPARTS

This Agreement may be executed in counterparts, and each counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

XXII. Signatures and Date

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2026~~5~~.

TOWN OF _____:EATONVILLE:

_____ ____
Mayor Date

Approved as to form:

_____ ____
Town Attorney Date

Attest:

_____ _____
Town Clerk Date

}

DRAFT

PIERCE COUNTY:

_____ _____
Presiding Judge Date

_____ _____
District Court Administrator Date

_____ _____
Pierce County Prosecuting Attorney Date

_____ _____
Pierce County Department of Assigned Council Date

_____ _____
Pierce County Executive Date

Approved as to form:

_____ _____
Prosecuting Attorney's Office Date
On behalf of Court

Approved as to form:

_____ _____
Finance Director Date

Commented [LW1]: You need to add a signature line for the Prosecuting Attorney (elected), not just a DPA as to form. Only the elected prosecutor can sign on behalf of the office to provide the prosecution services. The Court cannot legally bind the elected prosecutor to this contract.

DRAFT

}