



# MONROE CITY COUNCIL

## Agenda Bill No. 20-126

<b>SUBJECT:</b>	<b>Authorize the Mayor to Execute Addendum No. 1 to the Interlocal Agency Agreement with the City of Sultan and the City of Lake Stevens for the Municipal Court Assessment.</b>
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<b>DATE:</b>	<b>DEPT:</b>	<b>CONTACT:</b>	<b>PRESENTER:</b>	<b>ITEM:</b>
08/25/2020	Administration	Deborah Knight	Deborah Knight	Consent Agenda #4

**Discussion:** 08/25/2020; 02/11/2020; 01/14/2020; 12/03/2019 and 10/01/2019 (Public Safety Committee)

- Attachments:**
1. Interlocal Agency Agreement Addendum No. 1
  2. Interlocal Agency Agreement

**REQUESTED ACTION:** Authorize the Mayor to execute Addendum No. 1 to the Interlocal Agency Agreement with the City of Sultan and the City of Lake Stevens, for a Court Assessment Study increasing the “not-to-exceed” amount from \$51,000 to \$60,000.

### POLICY CONSIDERATIONS

*This Agreement is based upon the authority of RCW 39.34.030, which allows public agencies to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources.*

*The policy question for the city council is whether to amend the Interlocal Agency Agreement (Attachment 1) to proportionately share the increased contract cost approved by the City Council on July 14, 2020 to assess expanding the Monroe Municipal Court to provide contract services to the cities of Lake Stevens and Sultan.*

*Under the terms of the ILA the City of Monroe will pay 67% of the total cost of assessing service provision options (approximately \$40,200). The cities of Lake Stevens and Sultan will each pay 16.5% of the total cost (approximately \$9,900 each).*

### DESCRIPTION/BACKGROUND

On January 21, 2020, the city executed a professional services contract, not to exceed \$51,000, with Anne Pflug and Karen Reed to assess four service provision options for the Monroe Municipal Court:

1. Continuing to operate a Monroe Municipal Court
2. Adding a community court and/or probation services to the Monroe court
3. Contracting with Snohomish County/Evergreen District Court
4. Expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

The final graphic report was presented to the city council and the public safety committee on July 21, 2020.

In May, city staff were notified by the consultants that comparison of court service alternatives and facility options for the three cities resulted in a greater-than-anticipated complexity than



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originally anticipated in the Scope of Work resulting in additional hours needed to analyze identified alternatives, prepare recommendations, and finalize the graphic report.

The consultants reduced their May invoice to stay within the budget. City staff requested an estimate of time and materials to complete the work. The consultants determined approximately (\$24,550) in project costs not covered by the contract. The consultants offered to exclude 60% (\$14,730) of the unbilled amount as "write-off". If the contract amendment is approved the remaining portion of the project costs would be billed to the cities of Monroe, Lake Stevens, and Sultan.

### FISCAL IMPACTS

Original cost for this contract was \$51,000. Amendment No. 1 was for an additional \$9,000, bringing the total cost of the contract to \$60,000. Under the terms of the adopted Interlocal Agency Agreement (ILA) with the cities of Lake Stevens and Sultan, the City of Monroe is responsible for two-thirds (67%) of the contract cost approximately \$34,170. This distribution share would remain the same for the addendum (see table below).

The cities of Lake Stevens and Sultan verbally agreed to share the cost of the addendum. The City of Monroe is responsible for two-thirds (\$6,030). Lake Stevens and Sultan will share the remaining third (\$2,970). The total cost of the contract billable to the City of Monroe would be \$40,200.

		Monroe (67%)	Lake Stevens/Sultan (33%)
Contract	\$51,000	\$34,170	\$16,830
Addendum No. 1	\$ 9,000	\$6,030	\$2,970
Total	\$60,000	\$40,200	\$19,800

### TIME CONSTRAINTS

The consultants have completed their work and submitted their final invoice to the city for payment. The addendum should be approved by the city council in order to seek reimbursement from the City of Lake Stevens and the City of Sultan before the end of the fiscal year.

### ALTERNATIVES

Do not approve and direct the Mayor and city staff to areas of concern. This action may indicate the council does not approve the proposed addendum or has additional questions that need to be addressed before taking action.

**ADDENDUM NO. 1  
TO INTERLOCAL AGREEMENT**

BETWEEN THE CITIES OF MONROE, LAKE STEVENS AND SULTAN  
TO ASSESS EXPANDING THE MONROE MUNICIPAL COURT  
TO PROVIDE CONTRACT SERVICES  
TO THE CITIES OF LAKE STEVENS AND SULTAN

WHEREAS, the Cities of Monroe, Lake Stevens, and Sultan are parties to that certain interlocal agreement dated February 14, 2020 to assess expanding the Monroe Municipal Court to provide contract services to the Cities of Lake Stevens and Sultan; and

WHEREAS, the consultants retained to perform said assessment notified the City of Monroe, as the project fiscal agent, that the comparison of court service alternatives and facility options for the three cities resulted in a greater-than-anticipated complexity than originally anticipated in the Scope of Work, resulting in additional hours needed to analyze identified alternatives, prepare recommendations, and finalize the graphic report; and

WHEREAS, the Steering Committee members composed of the Monroe City Administrator, the Lake Stevens City Administrator, and the Sultan City Administrator determined the additional work was necessary to sufficiently complete the assessment; and

WHEREAS, the Consultants agreed to share the cost of the additional work by excluding sixty percent of the unbilled amount; and

WHEREAS, the Cities of Monroe, Lake Stevens, and Sultan desire to amend Section 3 Cost Sharing and Agency of the interlocal agreement to increase the “not-to-exceed” amount of the Study from \$51,000 to \$60,000,

NOW, THEREFORE, in consideration of the terms, conditions, covenants stated and the performance to be rendered, the Participants agree as follows:

**Section 1. Amending Section 3 of the Interlocal Agreement.** Subsection 3(1) of the Interlocal Agreement is hereby amended to provide in its entirety as follows:

The Participants will share the cost to fund the Study in an amount not to exceed sixty thousand dollars (\$60,000). The City of Monroe will pay 67% of the total cost of assessing service provision options. The cities of Lake Stevens and Sultan will each pay 16.5% of the total cost.

**Section 2. Remainder of Agreement Unchanged.** Except as stated above, the remainder of the interlocal agreement between the Cities of Monroe, Lake Stevens, and Sultan shall remain unchanged as in full force and effect.

In accordance with RCW 39.34.040, the City of Monroe shall list this Addendum by subject on the City of Monroe website or, alternatively, file a copy of this Addendum with the Snohomish County Auditor's Office.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the 25<sup>th</sup> day of August 2020.

CITY OF LAKE STEVENS:

CITY OF SULTAN:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF MONROE:

\_\_\_\_\_  
Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Becky Hasart, City Clerk

## INTERLOCAL AGREEMENT

### BETWEEN THE CITIES OF MONROE, LAKE STEVENS AND SULTAN TO ASSES EXPANDING THE MONROE MUNICIPAL COURT TO PROVIDE CONTRACT SERVICES TO THE CITIES OF LAKE STEVENS AND SULTAN

WHEREAS, the City of Monroe wishes to evaluate program strategies to improve existing Municipal Court outcomes and alternative service provision models for adult infraction and misdemeanor court and probation services; and

WHEREAS, the City of Monroe plans to hire consultants to assess four service provision options including expanding the Monroe Municipal Court to provide contract services to other municipalities; and

WHEREAS, the cities of Lake Stevens and Sultan are interesting in evaluating the costs and benefits of contracting with the City of Monroe for Municipal Court services; and

WHEREAS, the Parties, comprising of the cities of Monroe, Lake Stevens and Sultan, (Participants), wish to enter into this interlocal agreement (Agreement) as authorized under RCW to share the cost of assessing the pros and cons of expanding the Monroe Municipal Court (the Study) to provide contract court services to Lake Stevens and Sultan including court staff, municipal judge pro tem, jury and witness fees, interpreter services, and overhead and support costs; and

WHEREAS, all entities are duly organized and operating under and by virtue of the laws of the State of Washington.

NOW, THEREFORE, in consideration of the terms, conditions, covenants stated and the performance to be rendered, the Participants agree as follows:

#### **Section 1. Purpose and Authority.**

This Agreement is based upon the authority of RCW 39.34.030, which allows for public agencies to cooperate and jointly exercise their powers in ways that provide the most efficient use of resources. The Participants agree that this Agreement should be liberally construed to effectuate the purpose of this Agreement, which is to proportionately share the cost of hiring independent professional consultants to assess expanding the Monroe Municipal Court to provide contract services to the cities of Lake Stevens and Sultan.

#### **Section 2. Scope of Agreement.**

The City of Monroe will commission the Study under which the consultants will conduct an impartial, third-party, data-driven evaluation of the costs and benefits to expand the Monroe Municipal Court to provide contract services to the cities of Lake Stevens and Sultan as set forth

in Exhibit A, in accordance with the Completion Schedule set forth in Exhibit B.

### **Section 3. Cost sharing and Agency.**

1. The Participants will share the cost to fund the Study in an amount not to exceed fifty-one thousand dollars (\$51,000). The City of Monroe will pay 67% of the total cost of assessing service provision options. The cities of Lake Stevens and Sultan will each pay 16.5% of the total cost.
2. The City of Monroe will serve as the Participants' fiscal agent for the limited purpose of commissioning and administering the Study. The City of Monroe will, by contract, require the selected consultants to submit sufficiently detailed invoices to the City of Monroe on a monthly basis, and will remit payment to the consultants therefore. The City of Monroe will then submit monthly invoices to the cities of Lake Stevens and Sultan with such invoices split among the Participants as set forth in Section 3.1 above.

### **Section 4. Duration and Termination.**

1. This Agreement will be in force and effect on February 14, 2020 and remain in effect until the later of December 31, 2020 or the date upon which the Study is completed, or until terminated by any Participant as provided for in Section 4.2 below.
2. Any Participant may terminate this Agreement, prior to its expiration, by providing the other Participants at least 60 calendar days prior written notice. Such notice must state the grounds for the termination if termination is before the Study is complete. The terminating Participant shall be responsible for paying its allocated share of invoices, as applicable pursuant to Section 3 above, for services performed prior to the effective date of termination.

### **Section 5. Additional Terms and Conditions.**

1. Relationship of the Participants: No agent, official, employee, or representative of the Participants is an officer, employee, agent, or representative of the other for any purpose.
2. Review and Joint Board (Steering Committee): The terms and operations of this Agreement will be reviewed by the Steering Committee as needed unless otherwise agreed by Participants. The purpose of the review is to assure that the objectives of this Agreement are being met. The Steering Committee will be composed of the Monroe City Administrator, the Lake Stevens City Administrator, and the Sultan City Administrator or representatives thereof. This committee may be supported by staff from any Participant with the consent of that Participant.

### **Section 6. Indemnification.**

To the fullest extent allowed by law, each Participant will be solely and entirely responsible for its own acts/omissions and for the acts/omissions of its agents, officials, employees, or representatives. Each Participant shall further defend, indemnify and hold the other

Participants, their officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the first Participant in its performance of this Agreement.

It is further specially and expressly understood that the indemnification provided herein constitutes each Participant's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Participants.

The provisions of this section shall survive the expiration or termination of this Agreement.

**Section 7. Non-Payment and Other Defaults.**

In the event of any default hereunder, upon thirty (30) calendar days written notice by any Participant with regard to failure to make any payment required, and if the same is not cured within sixty (60) calendar days, then the requesting Participant is entitled, without further notice or demand, to give notice of termination as set forth in Section 4 Duration and Termination, including any other remedy granted at law or in equity.

**Section 8. Severability.**

If any provision of this Agreement is held to be in conflict with existing state statute or any future amendment thereof, such provisions are severable, and the remaining provisions of this Agreement remain in full force and effect.

**Section 9. Notice.**

Any notice required to be given by any Participant to the other will be deposited in the United States mail, postage prepaid, addressed:

To the City of Monroe at:  
City Administrator  
806 West Main Street  
Monroe WA 98292

To the City of Lake Stevens at:  
City Administrator  
1812 Main St  
Lake Stevens, WA 98258

To the City of Sultan at:  
City Administrator  
PO Box 1199  
Sultan, WA 98294

Or at such other address as any Participant may designate to the other in writing from time to

time. All notices to be given with respect to this Agreement must be in writing. Every notice is deemed to have been given at the time it is deposited in the United States mails in the manner prescribed herein. Nothing contained herein will be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. Nothing in this provision is intended to apply to informal communications that will occur among the Participants.

**Section 10. Construction of Agreement.**

In the event of a dispute between the Participants as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Participant nor in favor of any Participant.

**Section 11. Execution.**

This Agreement is executed by each Participant acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Participant upon that Participant's execution of a counterpart original.

**Section 12. Administration.**

This Agreement will be jointly administered by the Participants. This Agreement does not create any separate legal or administrative entity. However, nothing in this Agreement is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Participants. Further, the Participants understand and agree that there will be communication between the Participants to effectuate the terms of this Agreement.

**Section 13. Financing: Budget.**

This Agreement does not contemplate a joint budget.

**Section 14. Applicable Law and Venue.**

This Agreement will be governed by and construed in accordance with the laws of the State of Washington. The venue for any court action will be in Snohomish County in any court with jurisdiction. The substantially prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees and costs.

**Section 15. Compliance with Other Law.**

The Participants will comply with all applicable state and federal law, including without limitation those regarding contracting, labor relations, minimum and prevailing wage, open public meetings, public records, ethics, and nondiscrimination.

**Section 16. Waivers.**

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement are not a waiver of such, nor does any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

**Section 17. Files.**

All files and other documents created and/or maintained by a Participant relating to this Agreement or the services provided pursuant to this Agreement shall belong to that Participant. On request, such files will be made available for review by the other Participant through a duly authorized representative from either Participant during normal business hours.

**Section 18. Public Records Requests.**

Each Participant is responsible for timely and adequately responding to any requests for records addressed to it under the Public Records Act.

**Section 19. Challenge.**

The entry into this Agreement will not be construed to be a waiver or abandonment of any defense or claim either Participant may have against the other.

**Section 20. Listing; Filing.**

In accordance with RCW 39.34.040, the City of Monroe shall list this Agreement by subject on the City of Monroe website or, alternatively, file a copy of this Agreement with the Snohomish County Auditor’s Office.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF LAKE STEVENS:

CITY OF SULTAN:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF MONROE:

\_\_\_\_\_  
Geoffrey Thomas, City Mayor

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Cheri Hurst, Authorized Designee of the City Clerk

## **Exhibit A Scope of Work**

### **Assessment of the Court needs of Lake Stevens and Sultan:**

- Historical, current and projected caseload
- Desired court and customer service requirements moving forward
- Implications for current and projected workload of court
- Implications of court service changes on the cost and operation of police, public defense, prosecution and jail services
- Implications for capacity of current Monroe facilities and technology

### Interviews and Site Visits

On site, questionnaire based and/or phone interviews will be conducted with City and County officials and staff and additional stakeholders identified by the parties at the request of the consultant team. Jurisdictional interests including scope of service requirements, customer service expectations, service demand, cost limitations, funding and alternative cooperative arrangements will be explored in the interviews.

## **II. Products**

The following products are anticipated:

- 1) A draft report for approval by the project coordinator in the form of a graphic report and any needed appendices that can be adapted for web publication and/or Power Point presentations to elected officials.
- 2) A final graphic report. Final report in the form of a graphic report and any needed appendices delivered within 10 days from receipt of final comments on the draft from the project coordinator.
- 3) Three presentations to designated groups of the report's findings.

## **III. Participant Responsibilities**

Each Participant shall provide at least one staff person to work with the consultant team to gather data, schedule interviews and arrange any interview logistics, provide introductory and any follow up material to interviewees and other reasonable logistical support.

The Participants will provide introductions of the consultant team and the study to interviewees and other appropriate county and city officials in Snohomish County and Marysville. **The City of Monroe will request from Snohomish County within two weeks of consultant contract execution a cost estimate for providing District court and probation services to the cities.**

## **EXHIBIT B**

### **COMPLETION SCHEDULE**

1. Kick off meeting (Confirm scope, study questions, basic information, data asks, interview list and schedule) – January 2020
2. On-site/phone/questionnaire interviews, follow up and data gathering (26 to 36 interviews) – January- February 2020
3. Potential and existing site visits, space plan analysis and data/photos – February-March 2020
4. Collection of quantitative data and analysis of data and interview material – March-April 2020
5. Draft Report – April-May 2020
6. Final Report – May-June 2020
7. Three presentations of report to groups designated by clients - 20 hours (includes preparation) April-June 2020