



MONROE CITY COUNCIL

Agenda Bill No. 20-026

SUBJECT:	<i>Authorize the Mayor to Sign an Interlocal Agency Agreement with the Cities of Lake Stevens and Sultan for a Court Assessment Study.</i>
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
02/11/2020	Executive	Deborah Knight	Deborah Knight	New Business #1

Discussion: 01/14/2020; 12/03/2019 and 10/01/2019 (Public Safety Committee)
Attachments: 1. *Draft Interlocal Agency Agreement (ILA)*

REQUESTED ACTION:
<i>Authorize the Mayor to Sign an Interlocal Agency Agreement with the Cities of Lake Stevens and Sultan for a Court Assessment Study.</i>

POLICY CONSIDERATION

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 enter into an Interlocal Agency Agreement (Attachment 1) 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.

Under the terms of the ILA the City of Monroe will pay 67% of the total cost of assessing service provision options (approximately \$34,000). The cities of Lake Stevens and Sultan will each pay 16.5% of the total cost (approximately \$8,400 each).

DESCRIPTION/BACKGROUND

At the council meeting on January 21, 2020, the city council awarded a professional services contract, not to exceed \$51,000 to Anne Pflug and Karen Reed, to assess four service provision options for the court: continuing to operate a Monroe Municipal Court; adding community court and/or probation services to the Monroe court; contracting with Snohomish County/Evergreen District Court; or expanding the Monroe Municipal Court to provide contract services to Lake Stevens and Sultan.

Any city (participant) to the ILA may terminate the agreement, prior to its expiration, by providing the other participants at least 60 calendar days prior written notice. The terminating participant shall be responsible for paying its allocated share of invoices for services performed prior to the effective date of termination.



MONROE CITY COUNCIL

Agenda Bill No. 20-025

IMPACT – BUDGET

Under the terms of the ILA, 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.

The City of Monroe will serve as the fiscal agent for the limited purpose of commissioning and administering the study. The City of Monroe will submit monthly invoices to the cities of Lake Stevens and Sultan with such invoices split among the participants.

TIME CONSTRAINTS

The kick-off meeting for the Court Assessment is scheduled for February 10, 2020. The City of Sultan has approved the ILA. The City of Lake Stevens is scheduled to take action on the ILA at its next meeting on February 11, 2020.

The intent is to complete the Court Assessment by June 2020 to allow the city council to consider recommendations as a part of the 2021 budget.

ALTERNATIVES TO REQUESTED ACTION

The city council's approval of the contract with Anne Pflug and Karen Reed on January 21, 2020 to perform the assessment anticipated an Interlocal Agreement between the cities in order to evaluate a shared services model.

The city council may have questions or concerns regarding the ILA or cost share agreement with the cities of Lake Stevens and Sultan.

The council may want to direct Mayor and city staff to negotiate different terms.

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