

Subject: Resolution # 814 – Authorizing the Mayor to Sign an Interlocal Agreement with Pierce County District Court for Provision of Municipal Court Services

Dept. Origin: Mayor's Office/Police

Prepared by: Jennifer Robertson,
Randi Shaffer
City Attorney's Office

For Agenda of: September 2, 2025

Exhibits: RES 814 & Interlocal Agreement for Court Services

Proposed Council Action:

Adopt Resolution #814.

Initial & Date

Concurred by Mayor: _____
Approved/form by City Atty: JSR/8-27-25
Approved by _____ Director: _____
Approved by Department Head: _____

INFORMATION / BACKGROUND

In 2018, The City of Ruston adopted Resolution #688 and entered into an Interlocal Agreement with the City of Fircrest for the provision of municipal court services beginning January 1, 2019. The initial term of that agreement expired on December 31, 2019, and has automatically renewed per the terms of the agreement. The current term of the agreement expires on December 31, 2025, and will automatically renew unless notice to terminate is provided by October 1, 2025, for the next fiscal year.

The City has recently considered implementing an automated traffic safety camera program, which would result in an increased number of traffic infractions which would require processing by Fircrest. Fircrest has advised the City that it currently does not have capacity to process the anticipated increase in traffic infractions. Therefore, the City began exploring other court options and learned the Pierce County District Court has capacity to accept Ruston's municipal court services and has agreed to work with the City to accommodate any increase in traffic infractions in the event the City implements a traffic safety camera program.

The proposed Interlocal Agreement does not include any additional costs for traffic camera infractions at this time and amendment will be required if a traffic camera program is implemented at a later date. The proposed agreement is for an initial term of four (4) years, beginning January 1, 2026 and ending December 31, 2029, unless renewed or extended.

FISCAL IMPACT

The current cost of the agreement with Fircrest is \$275,095 for services through December 31, 2025.

The expected annual cost for court services (without any camera infractions) through Pierce County District Court is \$193,600, with an anticipated increase of 4% per year for the initial term as follows:

Calendar Year	Previous Year Base Cost	Cost of Annual Increase (4%)	Annual Base Cost
2026			\$ 193,600
2027	\$ 193,600	\$ 7,744	\$ 201,344
2028	\$ 201,344	\$ 8,054	\$ 209,398
2029	\$ 209,398	\$ 8,376	\$ 217,774

In the event the City implements a traffic safety camera program and the number of infractions increases, the City will renegotiate the above amounts to include processing for any additional infractions.

RECOMMENDATION / MOTION

Adopt Resolution #814.

Motion: I move to adopt Resolution #814 authorizing the Mayor to execute the Interlocal Agreement with Pierce County District Court for the provision of municipal court services.

RESOLUTION NO. 814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RUSTON AND THE PIERCE COUNTY DISTRICT COURT FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND TO TAKE STEPS TO IMPLEMENT THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with Chapter 39.34 RCW, the “Interlocal Cooperation Act,” the City is authorized to contract with other governmental agencies to provide services that the City is authorized to perform; and

WHEREAS, in 2018, the City Council determined it was in the public interest to execute an interlocal agreement with the City of Fircrest, providing for the transition of Ruston’s municipal court services to Fircrest beginning January 1, 2019; and

WHEREAS, the initial term of the agreement with the City of Fircrest expired on December 31, 2019, and has been automatically renewed per the terms of the agreement; and

WHEREAS, the current term of the agreement with Fircrest expires on December 31, 2025; and

WHEREAS, the City has explored alternative options for the provision of its municipal court services and the Pierce County District Court has agreed to provide court services on behalf of the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City and its residents to authorize the Mayor to execute the proposed Interlocal Agreement for Provision of District Court Services with the Pierce County District Court, which is attached to this Resolution as Exhibit 1; **NOW, THEREFORE**,

**THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES
HERBY RESOLVE AS FOLLOWS:**

Section 1. Authorization of Agreement. The Mayor his hereby authorized to execute the Interlocal Agreement for Provision of District Court Services in substantially the form attached hereto as Exhibit 1. The Mayor is authorized to negotiate and execute the agreement with additional language changes which are non-substantive and have no additional fiscal impact.

Section 2. Implementation of Agreement. The Mayor is hereby authorized to take all necessary steps to implement the Agreement, for a smooth transition, including termination of any agreements or contracts that are no longer necessary once the court services are transferred to Pierce County District Court.

Section 3. Posting on Website Required. The Clerk is directed to post a copy of this Agreement, once fully executed, on the City's website.

Section . Effective Date. This Resolution shall be in full force and take effect immediately upon its adoption.

RESOLVED this _____ day of _____, 2025.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Mario Ortega, City Clerk/Treasurer

FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO: 814

EXHIBIT 1

INTERLOCAL AGREEMENT WITH PIERCE COUNTY DISTRICT COURT

FOR COURT SERVICES

**INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES
BETWEEN PIERCE COUNTY AND CITY OF RUSTON**

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN PIERCE COUNTY ("County"), a political subdivision of the State of Washington, and THE CITY OF RUSTON ("City"), a municipal corporation, is entered into on this 1st day of January 2026. The County and the City are referred to individually as a "Party" and collectively as the "Parties."

Whereas, in the year 1906, the City of Ruston 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 City'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 City and County have determined it to be in their best interests for the County to provide court services on behalf of the City through the operations of the Pierce County District Court in exchange for good and valuable consideration; and

Whereas the City 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 City's municipal boundaries; 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 City; and

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

I. PURPOSE:

This Agreement seeks to: establish procedures for City cases filed in Pierce County District Court during the term of this Agreement; define the scope of court services to be provided to the City by the County; establish the compensation to be provided by the City in consideration of the County provided court services as well as the method of payment; provide indemnity obligations between the parties in the event of litigation concerning the subject matter of the Agreement.

II. DEFINITIONS:

- a. "City cases" means all traffic and non-traffic infractions, including those concerning parking and photo enforcement, as well as criminal misdemeanor and gross misdemeanor offenses, which occur within the City's municipal boundaries during the term of this Agreement.

- b. “Municipal court services” means all court services imposed by state statute, court rule, City ordinance, or other regulation in effect as of the date of this agreement or amended thereafter but does not include any previously repealed City Code or City Ordinances.

III. TERM OF AGREEMENT:

This Agreement shall be effective as of January 1, 2026, and shall remain in effect for an initial term of four (4) years ending at midnight on December 31, 2029.

IV. COUNTY OBLIGATIONS:

- a. The County shall provide municipal court services for all City 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.
- b. The County shall provide the following court services to the City: filing, processing, judicial adjudication, probation services, and penalty enforcement of all City 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 City 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 VI.

V. CITY OBLIGATIONS:

- a. The City shall file in the Pierce County District Court all city cases which arise during the term of this Agreement.
- b. The City shall, at its own expense, employ and provide prosecuting attorney personnel for each City case filed in Pierce County District Court. The City shall provide prosecuting personnel for all stages of City cases filed in District Court and such personnel shall appear on behalf of the City at all judicial proceedings. The City agrees to provide prosecution services for every city 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.

- c. The City shall, at its own expense, employ and provide all necessary criminal defense counsel personnel for each City case filed in Pierce County District Court as determined by the District Court. The City shall provide criminal defense counsel personnel for all stages of City cases filed in District Court and such personnel shall appear on behalf of the City at all judicial proceedings. This includes, but is not limited to, provision of conflict defense counsel. The City agrees to provide all necessary criminal defense counsel services for every city 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.
- d. In consideration of the services provided by the County, the City agrees to provide financial compensation to the County as set forth in section VII of this Agreement.

VI. EXCLUSIONS:

- a. Prosecution services. This Agreement does not include any County provided prosecution services. As provided in Section V of this Agreement, the City is solely responsible for providing all prosecution personnel and prosecution services necessary for all city cases filed in Pierce County District Court.
- b. Defense counsel services. This Agreement does not include any County provided defense counsel services. The City shall provide at its own cost, and is solely responsible for, all indigent criminal defense counsel services, including standby counsel, or other defense related services, including any indigent defense expert witnesses, for all City cases filed in Pierce County District Court.
- c. Jail Services. This Agreement does not include any jail services by the County for any City cases. The City agrees that any County jail services must be independently negotiated and executed by separate agreement with the County.
- d. Transportation of incarcerated persons. This Agreement excludes any services by the County for the transport of incarcerated persons associated with any City 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 City is exclusively responsible for transportation of incarcerated individuals associated with City cases and shall bear any associated costs.
- e. Work release. Work release services are specifically excluded from this Agreement.

VII. FINANCIAL PROVISIONS:

- a. Compensation:
 - i. In consideration for the municipal court services provided by the County as set forth in this Agreement, the City agrees to provide the County with the following compensation: Commencing January 1, 2026, the City shall pay to the County the

sum of One Hundred Ninety-Three Thousand Six Hundred Dollars (\$193,600.00) as compensation for municipal court services provided in calendar year 2026, which shall be paid in four equal installments. The first installment of Forty-Eight Thousand Four Hundred Dollars (\$48,400.00) shall be paid to the County on February 28, 2026. The second, third, and fourth installment payments, each to be made in the amount of Forty-Eight Thousand Four Hundred Dollars (\$48,400.00), shall be paid to the County on May 31, 2026, August 31, 2026, and November 30, 2026.

- ii. Beginning on January 1st of each calendar year following 2026, the City shall pay to the County the base cost from the previous year plus an additional amount of four percent (4%) calculated as follows in the table below:

Calendar Year	Previous year base cost	Previous year base cost increased annually by four percent (4%)	Annual base cost to be paid to the County
2026	N/A	N/A	\$193,600
2027	\$193,600	\$7,744	\$201,344
2028	\$201,344	\$8,054	\$209,398
2029	\$209,398	\$8,376	\$217,774

- iii. In each year or subsequent year as identified in the table above, the City shall pay the annual base cost for that calendar year in four equal installments due on February 28th, May 31st, August 31, and November 30th of the same calendar year.
 - iv. In the event of early termination of this agreement as provided in Section XIV, and wherein termination would become effective prior to the end of a calendar year, the City 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.
- b. Invoicing. The County shall invoice the City in the months of January, April, July, and October of each year of the Agreement. The City 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 (1.5%) per month commencing from the date of delinquency until paid.

VIII. COLLECTION OF COURT FEES, PENALTIES, AND FINES

The City shall receive local retained fees, penalties, and fines assessed and collected for the Ruston Municipal Court for the duration of this Agreement. Any new programs or traffic cameras

implemented by the City 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.

IX. 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 City to handle daily administration of this Agreement. The City shall also designate one or more liaisons for the various services described herein. Each Party shall notify the other in writing of its designated representatives for the various services. County liaisons shall meet with the City liaisons on a regular or on an “as needed” basis, whichever the liaisons deem appropriate, to discuss questions and resolve problems regarding the delivery of services and activities to be performed under this Agreement. Any operational conflict that is not resolved by the liaison committee shall be referred to the City Manager and the County Executive.

X. REPORTING

Each month the County shall provide the City with a report summarizing court activity during the preceding month. The monthly report will contain all information about City cases which the County compiles for the Office of the Administrator of Courts. In addition, the monthly reports shall contain data on the amount of fines and forfeitures collected by the County for infractions, parking, photo enforcement, and complaints.

XI. PROPERTY:

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

XII. 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 City from any liability or responsibility which arises in whole or in part from: (1) the existence or effect of any City ordinance, rules, regulations, policies, or procedures; or (2) any prosecution by the City Attorney, City Attorney personnel, agent, or designee; or 3) criminal defense and any related services provided by the City. If any cause, claim, suit, action, or administrative proceeding is commenced involving the enforceability and/or validity of any City ordinance, rule, regulation, policies, or procedures, or regarding any prosecution or criminal defense provided by the City, the City 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 City, the County, or both, the City 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 City executes any settlement agreement in

response to any claims alleged to arise from the subject matter of this Agreement, the City 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.

XIII. COURT OVERSIGHT AND ADMINISTRATION

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

XIV. 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, 2026, and terminating at midnight on December 31st, 2029. 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 City 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.

XV. 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 City a County employee for any purpose, including but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees, and employees of the City are acting as City employees. This provision shall survive termination of this Agreement

XVI. 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.

XVII. 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:

Misty Robison
Court Administrator
Pierce County District Court

The Honorable Claire Sussman
Presiding Judge
Pierce County District Court

To the City:

Mayor of Ruston
City of Ruston

5219 N. Shirley Street
Ruston WA 98407

With a copy to the City Clerk at the same address

XVIII. 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 City, 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.

XIX. ENTIRE AGREEMENT

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

XX. 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.

XXI. 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.

XXII. 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.

XXIII. Signatures and Date

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2025.

CITY OF RUSTON:

Bruce Hopkins
Mayor

Date

PIERCE COUNTY:

Presiding Judge

Date

Approved as to form:

City Attorney

Date

Attest:

City Clerk

Date