

<p>Subject: RES 707 – First Amendment to Interlocal Agreement with the City of Fircrest for Municipal Court Services</p>	<p>Dept. Origin: City Clerk</p> <p>Prepared by: Jennifer Robertson City Attorney’s Office</p> <p>For Agenda of: January 7, 2020</p> <p>Exhibits: RES 707 & First Amendment to Interlocal Agreement for Court Services</p>
<p>Proposed Council Action:</p> <p>Adopt Resolution No.707.</p>	<p style="text-align: right;">Initial & Date</p> <p>Concurred by Mayor: _____</p> <p>Approved/form by City Atty: <u>JSR/1-2-2020</u></p> <p>Approved by _____ Director: _____</p> <p>Approved by Department Head: _____</p>

INFORMATION / BACKGROUND

In the third quarter of 2018, the City entered into an Interlocal Agreement with the City of Fircrest for municipal court services. The initial term of that agreement expired on December 31, 2019 but has been automatically renewed per the terms of the agreement. The original contract price was \$232,000 for up to 2,500 cases, with addition cases costing the City \$90 per case. This expense is offset to some degree by Ruston receiving any/all fines or other payments made to the Court on Ruston cases.

Fircrest has requested to amend the Interlocal Agreement to increase the annual cost by \$4,000. The First Amendment to the Agreement makes this change. In all other respects, the agreement is unchanged.

FISCAL CONSIDERATION

This amendment raises the annual contract price from \$232,000 to \$236,000.

RECOMMENDATION / MOTION

Adopt Resolution No. 707

MOTION: I move approval of Resolution No. 707 authorizing the Mayor to execute the First Amendment to the Interlocal agreement with the City of Fircrest for the municipal court services.

RESOLUTION NO. 707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT WITH THE CITY OF FIRCREST FOR THE MUNICIPAL COURT SERVICES.

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, on August 21, 2018, the City Council authorized the City to enter into an interlocal agreement with the City of Fircrest for municipal court services; and

WHEREAS, the initial term of that agreement has expired and the agreement has been automatically renewed; and

WHEREAS, due to rising costs, Fircrest is seeking to increase the contract price by \$4,000 per year; and

WHEREAS, the City Council finds it in the public interest to authorize the Mayor to execute the proposed First Amendment to the Interlocal Agreement for Municipal Court Services with the City of Fircrest which is attached to this Resolution as Exhibit “1”; **NOW, THEREFORE,**

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

Section 1. Authorization of Agreement. The Mayor is hereby authorized to execute the First Amendment to the Interlocal Agreement for Municipal Court Services between the City of Ruston and the City of Fircrest in substantially the form attached hereto as Exhibit “1”.

Section 2. Posting on Website Required. The Clerk is directed to post a copy of this Agreement, once fully executed, on the City's website.

RESOLVED this 7th day of January, 2020.

APPROVED:

Bruce Hopkins, Mayor

ATTEST/AUTHENTICATED:

Judy Grams, City Clerk

FILED WITH THE CITY CLERK: 1-7-2020
PASSED BY THE CITY COUNCIL: _____
RESOLUTION NO.: 707

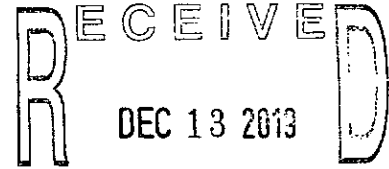
Attachment “1”
Interlocal Agreement
Between
City of Fircrest
and
City of Ruston
For Municipal Court Services



THE CITY OF FIRCREST

115 RAMSDELL STREET • FIRCREST, WASHINGTON 98466-6999 • (253) 564-8901 • FAX (253) 566-0762

December 11, 2019



CITY OF RUSTON

City of Ruston
Judy Grams
5117 N. Winnifred Street
Ruston, WA 98407

RE: Court Services Contract

Dear Ms. Grams,

At the December 10, 2019 meeting, the City Council approved a resolution authorizing the City Manager to execute a contract amendment with the City of Ruston for the City of Fircrest to provide court services to the City of Ruston. Attached are two Fircrest signed copies of the professional services agreement. After obtaining the necessary signatures on the agreements, please return one fully executed copy to:

City Clerk
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466

We look forward to continue working with you and the City of Ruston. Should you have any questions, please do not hesitate to contact us at (253) 564-8901.

Sincerely,

Jessica Nappi
City Clerk

AMENDMENT #1

TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FIRCREST AND THE CITY OF RUSTON FOR THE PROVISION OF MUNICIPAL COURT, PROSECUTION AND PUBLIC DEFENDER SERVICES

This Amendment #1 hereby made and entered into this ___ day of ___, 2019, by and between the City of Fircrest, a political subdivision of the State of Washington, hereinafter referred to as "Fircrest" and the City of Ruston, a Washington municipal corporation, hereafter referred to as "Ruston," to be effective January 1, 2020.

The parties hereby amend their existing Agreement as follows:

The purpose of this first amendment is to amend the November 1, 2018 agreement. This amendment is limited to the amendments as set forth herein. All of the remaining terms and conditions of the November 1, 2018 agreement as amended shall remain in full force and effect. The amendments are as follows:

1. Section H. Term is hereby amended to read as follows:

The initial term of this Agreement is November 1, 2018 through December 31, 2019 with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. Without such notice by October 1st of each year the Agreement will automatically renew as is for the following fiscal year. The term of this Agreement shall be extended to be in effect from January 1, 2020 to December 31, 2020, and may be extended or modified by mutual consent of the parties.

2. Subsection 1 of Section D. Financial Provisions is hereby amended to read as follows:

In the event that Ruston appoints Fircrest's judge as judge of the Ruston Municipal Court, Ruston shall pay to Fircrest an annual fee of \$236,000. The annual fee shall be determined based on the cost of the Fircrest Municipal Court and includes factors such as the cost of the courts system and administrative costs associated with running the court. The fee will be reviewed and adjusted on an annual basis. Ruston shall be notified of the changes to the calculation of court costs and administrative costs. This fee shall be invoiced and paid monthly.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two counterparts, each of which shall be deemed as originals, in the year and day first above mentioned.

CITY OF FIRCREST

CITY OF RUSTON

Scott Pingel
Scott Pingel, City Manager

Bruce Hopkins, Mayor

Dated: 12/11/19

Dated: _____

Attest:
Jessica Nappi
Jessica Nappi
City Clerk

Attest:

Judy Grams
City Clerk

Approved As To Form:
Michael B. Smith
Michael B. Smith, City Attorney

Approved As To Form:
Jennifer Robertson
Jennifer Robertson, City Attorney



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CITY OF FIRCREST

CITY OF RUSTON

[Signature of Scott Pingel]
Scott Pingel, City Manager

Bruce Hopkins, Mayor

Dated: 12/11/19

Dated: _____

Attest: [Signature of Jessica Nappi]
Jessica Nappi
City Clerk

Attest: _____
Judy Grams
City Clerk

Approved As To Form: [Signature of Michael B. Smith]
Michael B. Smith, City Attorney

Approved As To Form: [Signature of Jennifer Robertson]
Jennifer Robertson, City Attorney

