



The City is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (Council Chambers), or virtually by using the meeting access link below.

<https://sumnerwa-gov.zoom.us/j/86597370486>

Phone one-tap:

+12532050468,,86597370486# US

+12532158782,,86597370486# US (Tacoma)

CALL TO ORDER

Roll Call: Bitetto, Bowman, Clerget, Cole, Elfers, Kenna and Reinke

REGULAR BUSINESS

1. East Pierce Fire and Rescue Annual Update
2. Resolution No. 1726 - Interlocal Agreement with the City of Bonney Lake for Municipal Court Services

CITY ADMINISTRATOR REPORT

AGENDA SETTING

1. Council Meeting Agenda Calendar
2. Council Committee Meeting Agenda Calendar

EXECUTIVE SESSION

ADJOURNMENT

This meeting is accessible to persons with disabilities. For individuals who may require special accommodations, please contact the City Clerk at (253) 299-5590, 24 hours in advance.

SUBJECT: East Pierce Fire and Rescue Annual Update

CATEGORY: Presentation

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. EPFR Presentation
-

STAFF CONTACT: Jeff Steffens, Deputy City Administrator

SUMMARY BACKGROUND:

East Pierce Fire and Rescue Chief Jon Parkinson will be providing the council with an annual update.

COUNCIL COMMITTEE/STUDY SESSION:
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MEETING/STUDY SESSION DATE:

COMMITTEE RECOMMENDATION:

STAFF RECOMMENDATIONS/MOTION:

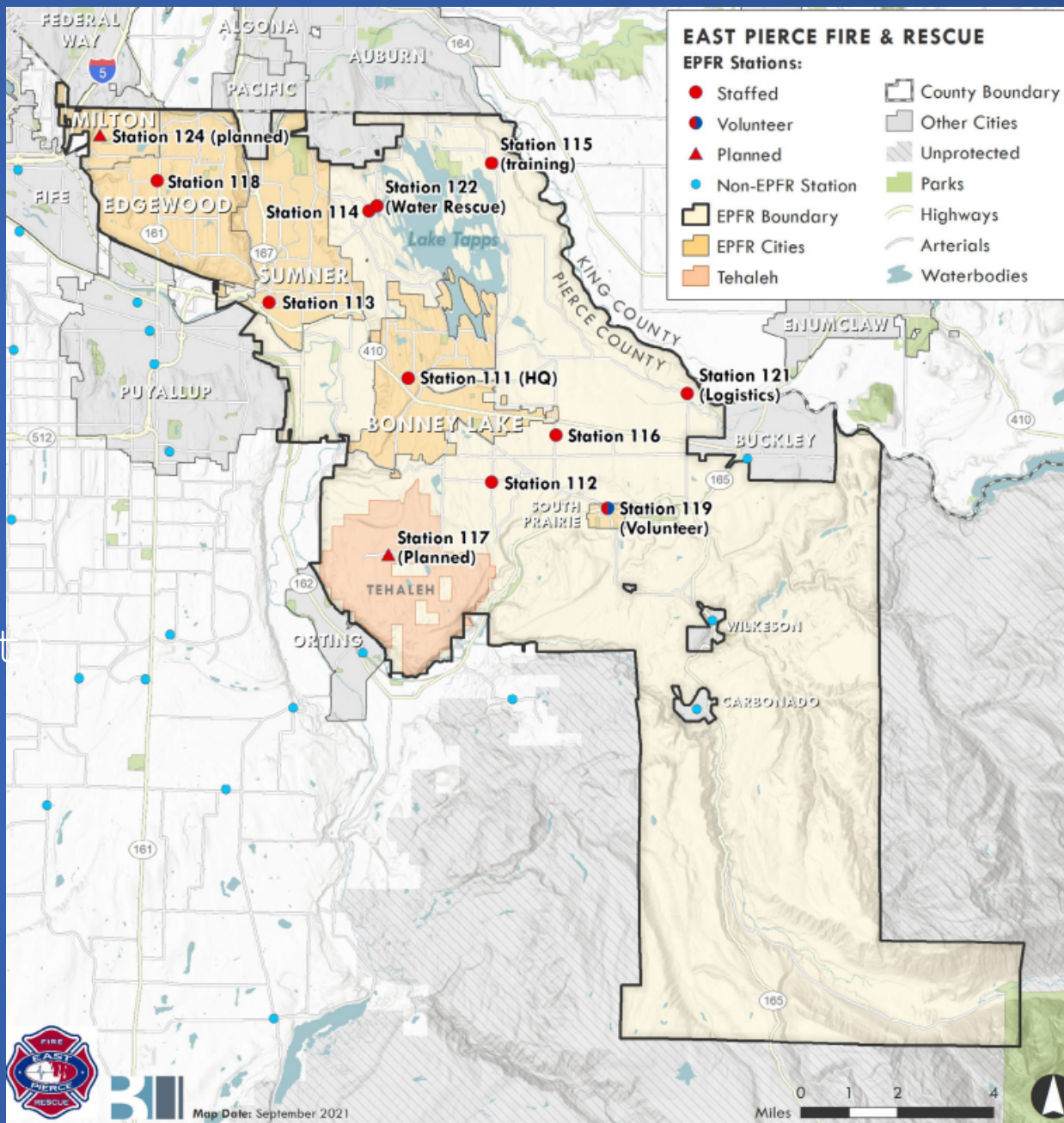


East Pierce Fire & Rescue

Where Compassion & Action Meet



- Milton
- Edgewood
- Sumner
- Bonney Lake
- South Prairie (contract)
- Lake Tapps
- Prairie Ridge
- Tehaleh





- 100,000+ population
- 153 sq. miles
- 13,040 incidents (2024)
- 30,565-unit responses (2024)



*Emergency Incidents have increased by 47.4% over the last decade



Governance

- 7 Fire Commissioners
- Elected to 6-year terms
- Adopt budget & set policy



Board



Jon Napier

Chair, Position 2 / Term Ends: 2027

✉ jnapier@eastpiercefir.org



Ed Egan

Vice Chair - Position 4 / Term Ends: 2029

✉ eeegan@eastpiercefir.org



Justin Evans

Position 3 / Term Ends: 2027

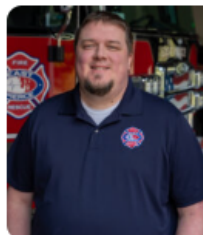
✉ jevans@eastpiercefir.org



Kevin Garling

Position 1 / Term Ends: 2025

✉ kgarling@eastpiercefir.org



Randy Kroum

Position 6 / Term Ends: 2029

✉ rkroum@eastpiercefir.org



Pat McElligott

Position 5 / Term Ends: 2027

✉ pmcelligott@eastpiercefir.org



Cynthia Wernet

Position 7 / Term Ends: 2025

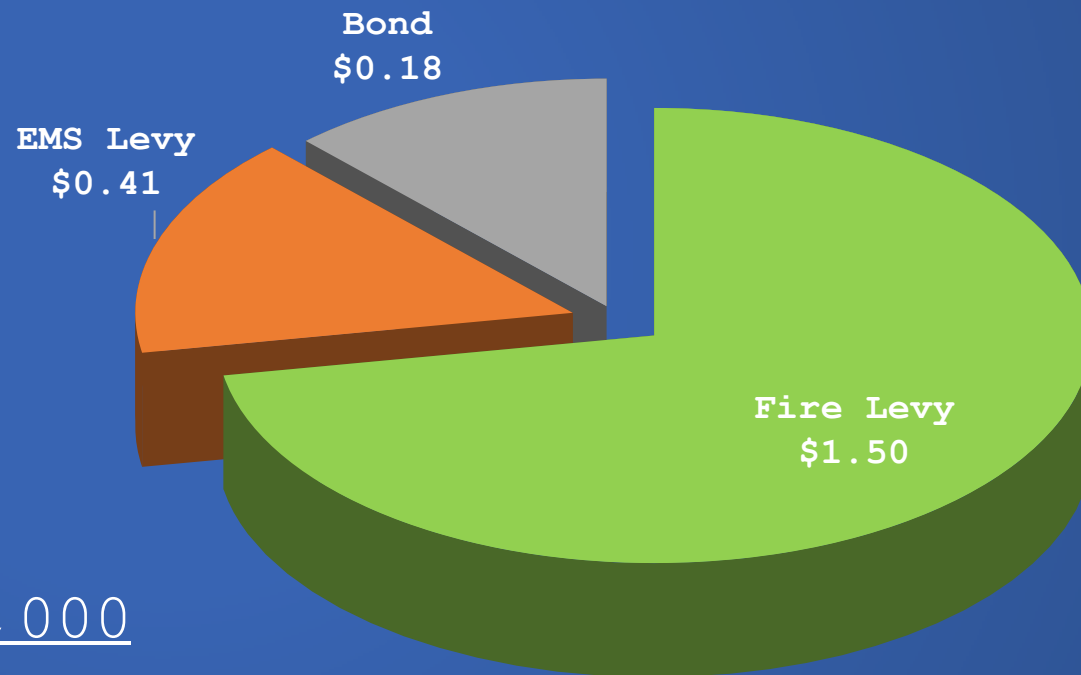
✉ cwernet@eastpiercefir.org



EPFR Funding

- Fire Levy
- EMS Levy
- Bond Levy

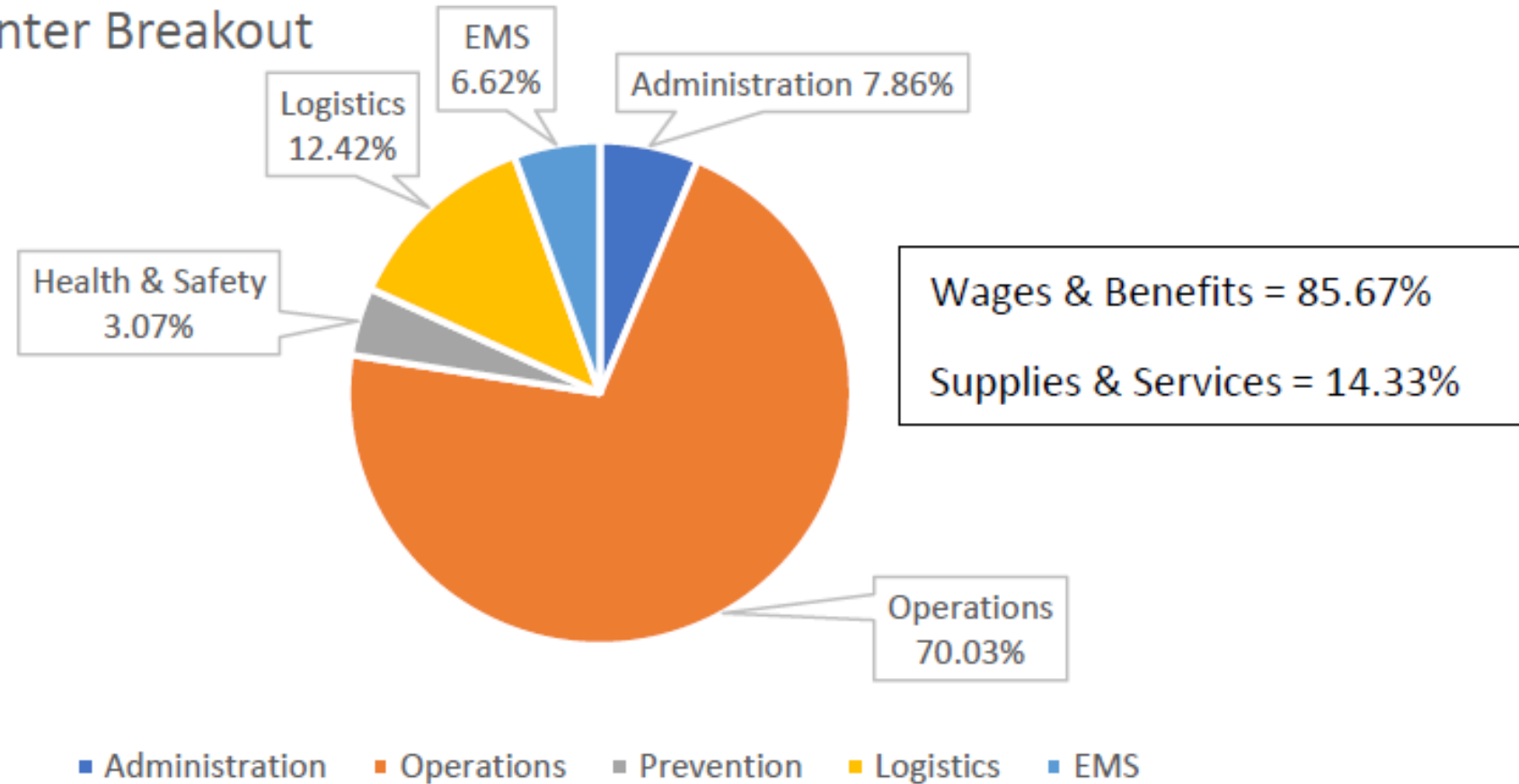
Total = \$2.09 per \$1,000





2025 Budget – \$48,838,693

2025 Cost Center Breakout





How We Serve You

- 198 Employees
- 8 Stations (24/7/365)
 - 7 engine companies
 - 1 ladder truck
 - 5 medic units
 - 1 battalion chief
 - 1 medical services office
- 36 personnel on duty 24/7/365



Personnel are 85%
of East Pierce
expense



2024 City Stats



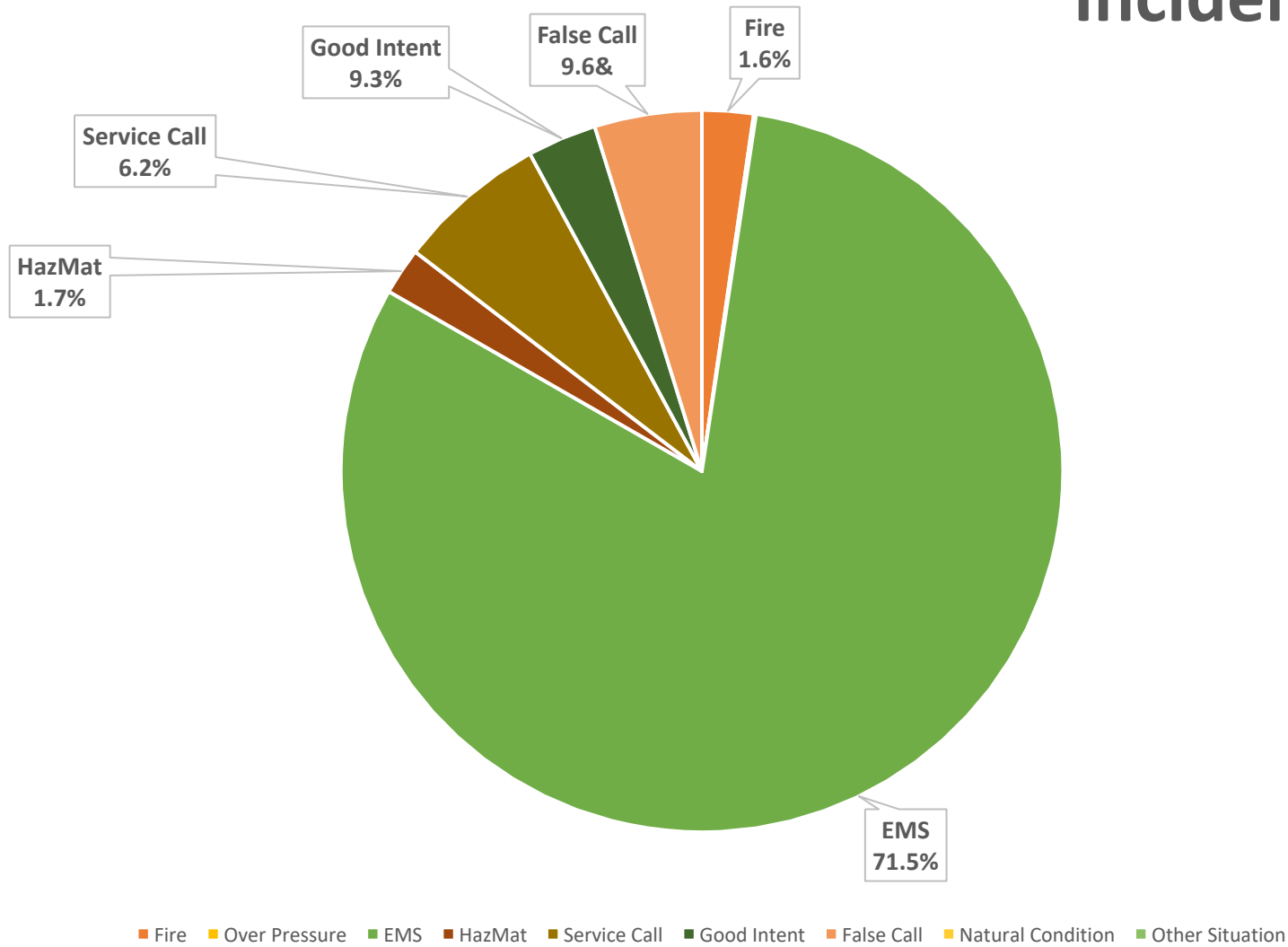
2,388 Incidents in the City (12,558
EPFR)

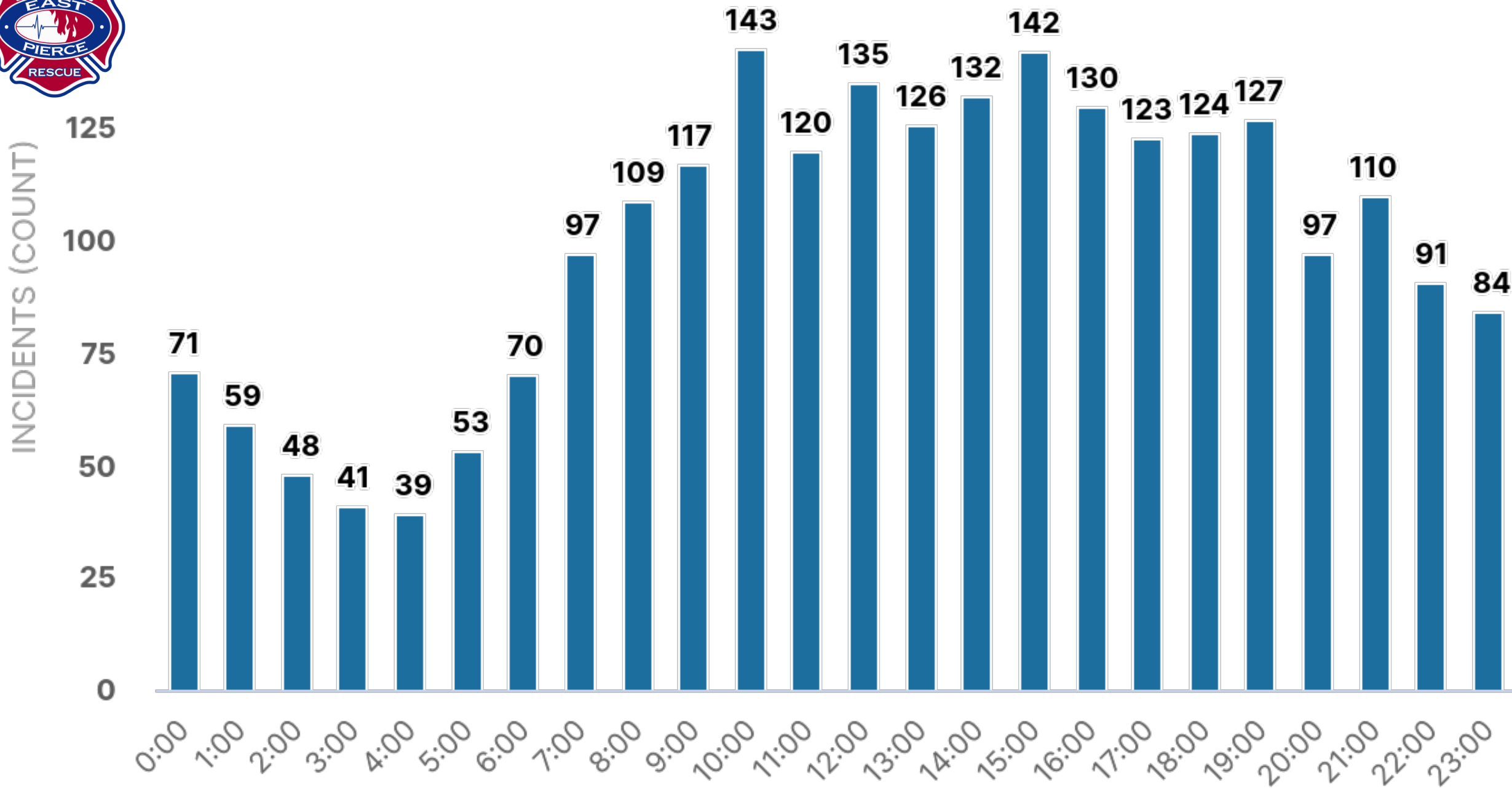
5,576 Unit Responses into the City
(30,368 EPFR)

* 15+ emergency units responding in the city each day



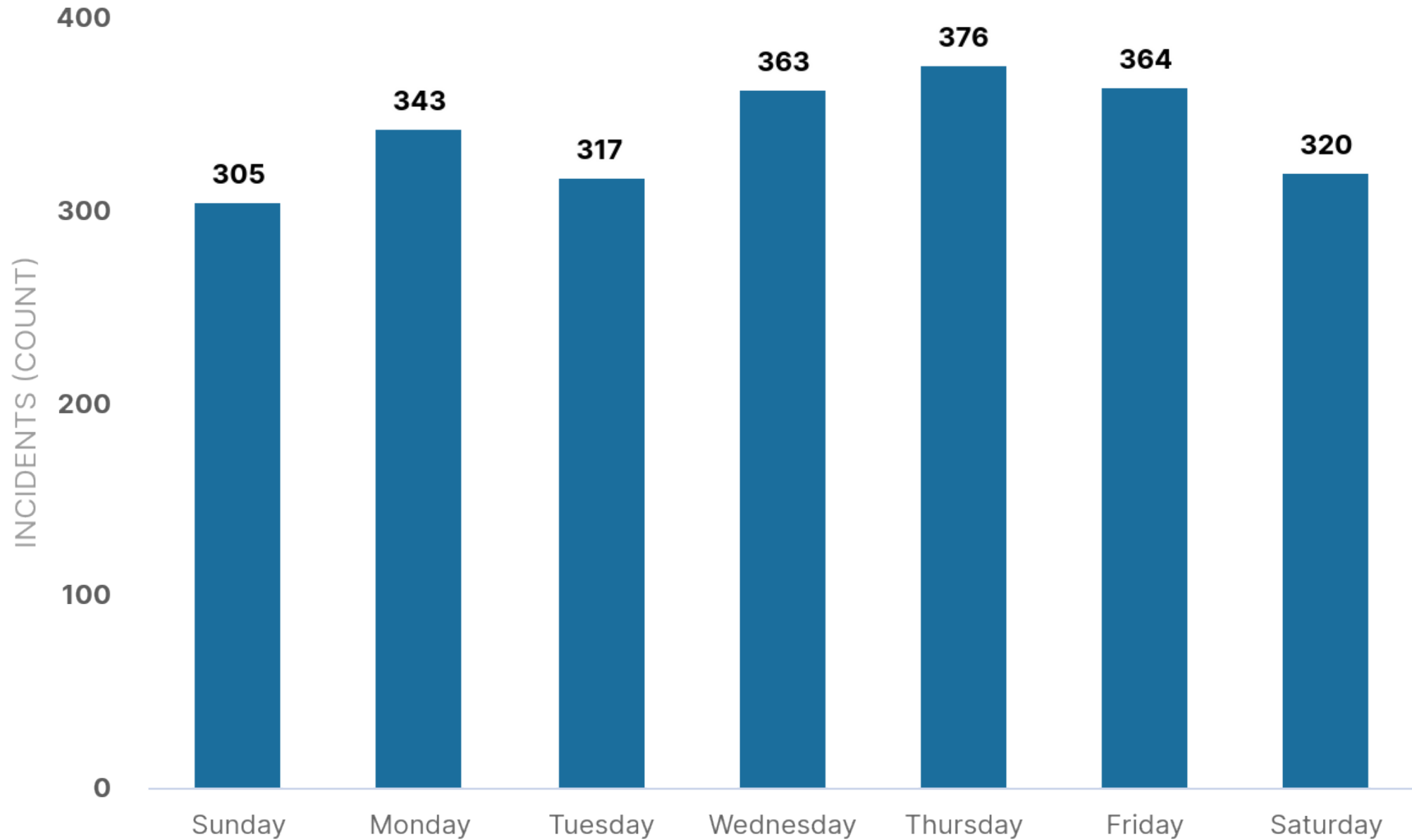
Incidents by Type







DAY OF WEEK COUNTS





Travel Time

50TH PCTL-TRAVEL

05:28

90TH PCTL-TRAVEL

08:50



Major Milestones

Multiple Large Recruit Classes

Open Station 111, 114, 117

Clean Audit (WSAO) 2023

Broke ground on Station 112, Warehouse lease and Training Center

Strategic Plan Update

Collective Bargaining Agreements (x2) Approx. 170 employees



Looking Forward



124





What's Next...





Connect with
@eastpiercefir





Questions?



*"Where Compassion
and Action Meet"*

Jon Parkinson

Fire Chief

East Pierce Fire & Rescue

Phone: 253-447-3501

Mobile: 253-263-3317

18421 Veterans Memorial Dr. E
Bonney Lake, WA 98391

www.eastpiercefirerescue.org



`jparkinson@eastpiercefirerescue.org`

SUBJECT: Resolution No. 1726 - Interlocal Agreement with the City of Bonney Lake for Municipal Court Services

CATEGORY: Resolution

BUDGET IMPACT:

Expenditure Required: \$43,000

Within Budget Allocation: No

ATTACHMENTS:

1. Resolution No. 1726 - ILA with Bonney Lake for Municipal Court Services
2. Court Presentation

STAFF CONTACT: Jeff Steffens, Deputy City Administrator, Andrea Marquez, City Attorney

SUMMARY BACKGROUND: Since 2015, the City has contracted with the City of Bonney Lake for municipal court services. Our most recent agreement (2022) expires on December 31, 2025 and the City of Bonney Lake requested that the parties renegotiate a successor agreement.

The proposed agreement includes the following substantial changes:

- Selection of one person to serve as both the Bonney Lake and Sumner Municipal Court Judges.
- Identifying that Sumner is responsible for 30% of the Municipal Court Operating Budget vs a flat fee adjusted annually by CPI.
- Limits increase to 10% annually without consultation with Sumner and 180 days notice.
- Increases the termination period from 1 year to 18 months.
- Converting probation services to a per case fee model (\$600/case).
- Incorporating Community Court Services and repealing a stand-alone Community Court Interlocal Agreement.

The proposed changes provide the City with continued quality Municipal Court Services while reducing the contract managerial challenges. The term of the agreement is January 1, 2026 - December 31, 2028, and automatically renews in two-year successive increments.

If adopted, the increased cost for court services in 2026 is \$43,000.

As part of the City's due diligence process, we explored multiple alternative options. Due to cost and/or other operational challenges, continuing with the City of Bonney Lake was the most cost-effective and feasible solution.

COUNCIL COMMITTEE/STUDY SESSION: MEETING/STUDY SESSION DATE: COMMITTEE RECOMMENDATION:
--

STAFF RECOMMENDATIONS/MOTION:

**RESOLUTION NO. 1726
CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER,
WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL
AGREEMENT WITH CITY OF BONNEY LAKE FOR MUNICIPAL COURT SERVICES.**

WHEREAS, the City would like to continue to provide cost effective court services that benefit the community; and

WHEREAS, the City has successfully had an Interlocal Agreement with the City of Bonney Lake for Court Services since 2015, amended in 2020; and

WHEREAS, the previous agreement expires on December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AS FOLLOWS:

Section 1. That the Mayor is hereby authorized to execute the Interlocal Agreement with the City of Bonney Lake for Municipal Court Services, attached hereto as Exhibit A.

Section 2. Corrections by City Clerk or Code Reviser. Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

Section 3. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation

Section 4. Effective Date. This resolution shall take effect and be in force immediately upon passage by City Council.

APPROVED AND ADOPTED this 21st day of July 2025.

Mayor Kathy Hayden

ATTEST:

APPROVED AS TO FORM:

City Clerk Michelle Converse, CMC

City Attorney Andrea Marquez

**INTERLOCAL AGREEMENT BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON AND CITY OF SUMNER
FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the City of Bonney Lake (“**Bonney Lake**”) and the City of Sumner (“**Sumner**”), and they are the Washington State Municipal Corporations (individually a “**Party**” and collectively the “**Parties**”).

RECITALS:

WHEREAS, the Cities of Bonney Lake and Sumner, the Parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

WHEREAS, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

WHEREAS, in 2015, Sumner and Bonney Lake signed an interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner and that Agreement was updated and extended in 2020 and 2022; and

WHEREAS, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement; and

WHEREAS, Sumner and Bonney Lake entered into an Interlocal Agreement for Community Court Services on January 25, 2022 (“Community Court ILA”) which expired on June 30, 2023 but, by its terms, could continue beyond that date if additional grant funding was obtained; and

WHEREAS, at least through the date of this Agreement, the Parties have continued to operate under the Community Court ILA and desire to merge that agreement with this Agreement so that all court operations between the Parties will be governed by a single agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Bonney Lake and Sumner do hereby agree as follows:

AGREEMENT:

1. **Purpose.** The purpose of this Agreement is to provide for certain municipal court services by Bonney Lake to Sumner through the use of facilities, materials, and personnel of the Bonney Lake Municipal Court to the maximum extent permitted by law for the filing and processing of Sumner's civil, traffic or other infractions, criminal citations, impound hearings, drug forfeiture hearings and potentially dangerous/dangerous dog appeal

hearings and for operation of Community Court for each Party; to set forth fees to be paid by Sumner; and to specify the responsibilities of Bonney Lake and Sumner respectively for such municipal court services.

2. **Administration.** The Bonney Lake Judicial Branch Administrator shall be responsible for the administration of this Agreement and the supervision of all court staff and for all required documentation for operating a Community Court, including providing documents to the Administrative Offices of Courts (“AOC”). No joint acquisition, holding or disposal of real or personal property is contemplated hereunder. Notwithstanding the foregoing, either Party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by the then applicable AOC Grant Agreement.
3. **Filing and Assumption of Sumner Municipal Court Cases.**
 - 3.1. For purposes of this Agreement, a case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will be identified as a case of Sumner.
 - 3.2. **Archived Cases.** Sumner shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date and will be required to provide storage and retention of all archived court cases that were originally filed in Bonney Lake Municipal Court following termination of this Agreement under Section 13.
4. **Municipal and Community Court Services Performed by Bonney Lake.** As set forth in this Agreement, Bonney Lake shall provide municipal court facilities and services for the processing of Sumner Municipal Court cases in the same manner and at the same level as Bonney Lake provides for the same type of cases originating in Bonney Lake.
 - 4.1. **Court Staff.** Except as Sumner may elect hereafter, Sumner shall provide its, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner cases in both the Municipal Court and in the Community Court. Bonney Lake shall provide all other court staff, including a joint presiding municipal court judge and judges pro tem, judicial specialists and a Judicial Branch Administrator, to process and adjudicate all criminal citations and civil citations filed by Sumner. Should the Parties and the joint judge choose to continue operating a Community Court program in both Bonney Lake and Sumner, and should the Administrative Office of Courts (AOC) continue to fully fund the Cities’ Community Court programs, Bonney Lake shall provide a Community Court Case Manager and other necessary Community Court staff to provide Community Court services to Sumner participants on the same basis as it provides to Bonney Lake Community Court participants as further outlined in Section 4.2, below. Bonney Lake will dedicate adequate staff to process Sumner cases, and the Judicial Branch Administrator will ensure that the judicial specialists are cross-trained and will assign judicial specialists such that Sumner cases will be managed and processed to the same level as Bonney Lake cases. By way of illustration and not by limitations, this “processing” shall

include the issuance of all summons, warrants, maintenance of court cases including timely and accurate calendaring and docketing, and processing of all fines and forfeitures for municipal court cases. Processing shall include filing, adjudication and penalty enforcement of all Sumner cases filed, or to be filed, including but not limited to the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench, and jury trials, sentencing, post-trial motions, and the duties of the courts of limited jurisdiction regarding appeals. For purposes of this provision, “court case” shall mean any Sumner criminal filing, irrespective of whether it is processed through community court or standard court.

4.2. Community Court.

4.2.1 Staffing and Compensation. If the Parties and the joint judge desire to continue providing Community Court services in both Bonney Lake and Sumner, then the above staffing requirements will apply to Community Court staff. The hiring or contracting for the Community Court Case Manager and all other necessary staff shall be conducted in a way that allows Sumner to provide input on the selection of such staff, however, Bonney Lake shall retain the ultimate decision and the Community Court staff shall at all times be employees or contractors of the City of Bonney Lake. Both Bonney Lake and Sumner agree to, either separately or jointly (if allowed), apply for available AOC funding to support its Community Court program (to include each City’s percentage of the Community Court staff’s compensation) and if Sumner receives funding, Sumner agrees to compensate Bonney Lake for the provision of necessary and reimbursable Community Court services provided on a quarterly basis. Bonney Lake and Sumner each retain the option to cease operation of a Community Court program upon expiration of the prior AOC grant funding cycle, if either City is required to supplement the program with non-grant funds. Sumner will provide notice to Bonney Lake as soon as feasible upon learning that it will be required to supplement the Community Court from non-grant funds if it desires to cease Community Court operations. Following such notice, Sumner will have no further obligation to cover 30% of the Community Court staff’s compensation after the expiration of the then-current AOC grant funding cycle.

4.2.2 Monthly Performance and Remittance Reports. The Bonney Lake Court Administrator shall provide to Sumner copies of all deliverables, reporting, billing, and all written permission requests sent to AOC as required by any applicable AOC Grant Agreement, within 24 hours of said remittance to AOC.

4.2.3 Cost Categories. Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in any applicable AOC Grant Agreement require adjustment.

4.2.4 Periodic Adjustments. Bonney Lake agrees to engage in no less than quarterly reviews of the functionality of the Community Court programs, including staffing and will discuss any relevant topics or needs for adjustments in administration or costs. Appropriate stakeholders from both Parties shall be invited to these quarterly meetings.

4.2.5 First Year of Community Court under Joint Judge. In the first six months of

this Agreement, during the period when both Community Courts are being combined, the Parties will work cooperatively to ensure that the billings for these services reflect the Parties' costs and are equitable.

- 4.3. **Probation.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner.
- 4.4. **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, software, printers, dependable wi-fi access, and other equipment, necessary to perform the foregoing described municipal court services in a timely manner as required by laws and court rule. Bonney Lake shall provide the use of the Bonney Lake courtroom and all office space necessary for the processing of municipal cases. If Sumner requests dedicated office space in addition to what it utilizes as of the date of this Agreement) and Bonney Lake provides such additional dedicated office space, Sumner agrees to pay the annual fair market rent for such office space in addition to any other fees set forth herein. For purposes of this Agreement, Sumner court personnel currently utilize one (1) judge chambers, one (1) cubicle for community court service providers and one (1) public defender office *only* during Sumner's standing court or trial days in addition to other shared spaces such as: the jury deliberation/meeting room and the shared meeting space in/near the judicial specialists. However, with the use of a joint judge, the Parties anticipate that the judge chambers and the community court cubicle will no longer be needed by Sumner. During the Initial Term of this Agreement, or any subsequent term, Bonney Lake may repurpose any office or communal space no longer utilized by Sumner Court personnel.
- 4.5. **Court Security.** Bonney Lake shall provide all necessary security for the courtroom, including an armed bailiff with the ability and commission authority to take out-of-custody defendants into custody when ordered by the court. This shall not, however, include security or supervision specifically for defendants that are present in the courtroom and are in the otherwise active custody of any law enforcement agency, prison, or jail in which case Sumner is required to provide transportation, security and supervision for its in-custody docket defendants while in court.
- 4.6. **Supplies and Forms.** Bonney Lake shall provide for all forms and paperwork necessary for processing Sumner Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants, and general office supplies.
- 4.7. **Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Sumner Municipal Court and deliver these payments to Sumner on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is

specifically permitted.

- 4.8. **Monthly Performance and Remittance Reports.** Bonney Lake shall provide to Sumner a monthly caseload and remittance report. The caseload report shall include the following information: filings by case type; dismissals; number and type of hearings; trial settings and type of trial set; number of cases (by broad case type) disposed during reporting period; number of deferred prosecutions/diversions; appeals to superior court; and total revenue. The remittance report shall include a breakdown by case categories of revenue received.
- 4.9. **Judge.** Prior to the effective date of this Agreement, Bonney Lake and Sumner agree to coordinate on the recruitment of one full-time presiding judicial officer to serve as the presiding municipal court judge for both Bonney Lake and Sumner Municipal Courts. The joint Judge shall be chosen through a Request for Qualifications process and a review/hiring board comprised of no less than three employees from each city, but Bonney Lake shall retain the ultimate hiring decision and the judge shall at all times be an employee of the City of Bonney Lake, provided, however, that since the judge will technically be a part-time judge for each respective municipal court, RCW 3.50.055 does not apply. The Parties agree to meet no less than annually, during the Term of this Agreement, to review the performance of the joint judge and determine whether the Parties jointly wish to renew the previously appointed judge or recruit for a new joint judicial officer. For so long as the Parties share one a judge, the joint judge shall be separately appointed by each city's Mayor and confirmed by each city's City Council. The Judge's total cost of compensation (benefits, training, travel, memberships and all similar costs) shall be paid by the Parties as follows: 30% to Sumner and 70% to Bonney Lake. The percentage cost share is consistent with the proportional share of the Annual Service Fee paid by Sumner.

Sumner may, at any time during the Term of this Agreement, but subject to written notice to Bonney Lake of no less than 90 days prior to the expiration of the joint judge's appointment, choose to appoint a judge other than the Bonney Lake Municipal Court Judge. Sumner agrees to consult with and consider input from the Bonney Lake City Administrator and Bonney Lake Court Administrator during the selection and appointment process of a different Sumner Municipal Court Judge. In the event the Parties no longer appoint a joint judge, Sumner's Annual Service Fee shall be reduced to remove Sumner's cost share of the Judge's total cost of compensation, accordingly, as these will be costs paid directly to the Sumner judge by the City of Sumner.

- 4.10. **Judges Pro Tem.** The joint judge shall appoint one or more judges pro tem to serve as pro tem judges in both Bonney Lake and Sumner Municipal Courts, and said pro tem judges shall remain employees or professional service providers of the City of Bonney Lake. When a pro tem judge covers a Sumner court calendar or case, Sumner shall pay 100% of any costs associated with a Judge pro tem, and such costs shall be

separately invoiced to the City of Sumner in the quarter in which the coverage occurred.

5. **Sumner Duties and Costs.** The following municipal court duties and costs shall be the responsibility of the City of Sumner:

5.1. **Warrants.** Whenever Sumner executes a warrant, Sumner shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.

5.2. **Jail Costs.** Sumner shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Sumner defendants. Sumner shall be responsible for prisoner transports to and from Bonney Lake Municipal Court.

5.3. **Appeals.**

A. In the event that Sumner determines to appeal a case on behalf of the City of Sumner, Sumner will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Sumner City Attorney to handle the case. Sumner shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.

B. If a defendant files an appeal on a Sumner case, Bonney Lake will prepare the case for the appeal and the Sumner Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the superior court that an appeal has been filed and prepare the case record. Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Sumner shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.

5.4. **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.

5.5. **Jury Fees.** Sumner shall be responsible for paying all jury fees for Sumner Municipal Court cases. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Sumner to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round-trip mileage paid at the state per diem. For Sumner jury trials, Bonney Lake will request a random list of jurors from Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Sumner shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Sumner zip code and possibly neighboring zip codes if needed).

5.6. **Interpreter Services.** Sumner shall separately pay for all language interpretation

services required for defendants in Sumner Municipal Court cases. These fees shall be billed to Sumner by Bonney Lake quarterly.

- 5.7. **Video hearings.** When requested by Sumner, Bonney Lake shall make arrangements to accommodate video hearing services for any Sumner matter, and such service shall be included in the Annual Service Fee.
- 5.8. **Public Defender Services.** Sumner will provide its own public defender and conflict public defender services. If during the Term of this agreement Sumner requests to contract for Public Defender Services with Bonney Lake, and Bonney Lake has the capacity to provide public defender services to Sumner, then Sumner will pay the per case fee as outlined in the current (at time of such a request) Bonney Lake public defender contract plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.3.
- A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
- B. In addition to the per case fee, Sumner shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case;
 2. **Non-Routine Expenses.** Non-routine expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
 3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
 4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-

conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

5. **Additional Copying.** Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.

5.9. **Transport Services.** Sumner shall be responsible for transporting Sumner defendants back and forth between jail and Municipal Court.

6. **Compensation.**

- 6.1. **Annual Service Fee.** Sumner shall compensate Bonney Lake for the provision of municipal court services through an Annual Service Fee, paid quarterly. The Annual Fee shall represent Sumner's proportionate use of the Bonney Lake Court services, including court capital expenses and courtroom security expenses but excluding the services set forth below. The Annual Fee shall be calculated based upon the adopted Bonney Lake Court and Bonney Lake Police budgets and other budgeted amounts that provide services as part of this Agreement, except for separate charges as provided in this Agreement. The fourth quarter billing shall include an annual reconciliation to account for actual expenditures versus budgeted expenditures.

The Annual Service Fee shall be based on assigned courtroom time plus additional time for work that occurs outside of the courtroom. As of this Agreement the current courtroom time is as follows: 1 day (29%) to Sumner and 2.5 days (71%) to Bonney Lake, however, due to other services that occur outside of the court days, the Parties agree that Sumner's proportionate share as a percentage shall be thirty-percent (30%) of the operations costs. For 2026, Sumner's proportionate share is \$449,651. Bonney Lake will provide Sumner with updated budget numbers whenever the budget impacting this Agreement is adopted or amended. Neither the Annual Service Fee nor the separate charges will be amended more often than once annually to reflect such changes in the Bonney Lake budget.

The Annual Service Fee specifically excludes interpreter, Community Court, and probation costs, and other contemplated services like Prosecution and Public Defender which are subject to additional costs as outlined herein.

- 6.2. **Community Court Service Fee.** The Community Court costs shall be paid separately from the Annual Fee. Such costs shall be paid by Sumner quarterly. Sumner's proportionate share as a percentage shall be thirty-percent (30%) of the Community Court's operations costs.
- 6.3. **Prosecution Services.** If either City elects to utilize the other's prosecution services for more than three consecutive court days, the City utilizing the service shall pay the daily rate, based on a pro-rated month, which is equal to the then-current prosecution contract between Bonney Lake and the attorneys serving as the Bonney Lake prosecutor.
- 6.4. **Probation Services.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner, at a per case fee of \$600.00. Bonney Lake shall invoice Sumner for probation services on a quarterly basis.
- 6.5. **Court Security.** Bonney Lake shall provide a Bonney Lake CSO or Law Enforcement Officer for court security for each Sumner courtroom day. Sumner shall pay thirty percent (30%) of the overall court security costs, and such payment shall be invoiced as part of the Annual Service Fee.
7. **Adjustment to Cover Mandates or Additional Requirements.** In the event that the Bonney Lake Municipal Court's duties and accompanying costs under this Agreement are expanded or increased, the Parties agree that Bonney Lake will provide written notice to Sumner regarding the increase in the fees or a supplemental fee to cover the costs for the change at least thirty (30) days prior to such change taking effect. This adjustment is different than the Annual Fee adjustment as it is based on external cost increases that are outside the control of either Party.
8. **Periodic Adjustments.**
 - 8.1 **Fees.** Biennially, during the Term of this Agreement, the Parties shall meet to review the Annual Service Fee, Community Court Service Fee, and any proposed staffing or service changes proposed by Bonney Lake. Any proposed increase that would cause Sumner's Annual Service Fee or Community Court Service Fee to increase by more than 10% over the prior year will require Bonney Lake to provide Sumner with a minimum of 180 days' advance written notice for the amounts over 10%, unless otherwise agreed by Sumner.
 - 8.2 **Services.** Quarterly, during the Term of this Agreement, appropriate City staff from both Bonney Lake and Sumner shall meet to discuss the services and staffing being

provided hereunder, and agree to collectively work towards the timely resolution of any matters that may arise.

9. **Court Calendar.** Sumner shall have a standing court day every Thursday. If Thursday is a legal holiday, Sumner's court day shall be moved to Tuesday of that week. The City Administrator for each Party shall meet periodically with the Judicial Branch Administrator to discuss any calendaring issue ahead of time, and to establish any special calendar days, in order to ensure the smooth operation of the courts for each Party. In addition, if Sumner and Bonney Lake have the same judge, both Sumner and Bonney Lake "first appearance" cases and any other necessary emergency hearing may be worked into the other Party's court day, subject to the availability of that city's prosecutor and public defender, without any additional service fees, to ensure the timely processing of any in-custody defendants.
10. **Disbursal of Local Court Revenues to Sumner.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner shall receive one hundred percent (100%) of Local Court Revenues from Sumner Municipal Court cases to include NSF returned check fees, and monitoring fees (bench probation/SOC monitoring) and restitution or reimbursement to Sumner excluding crime victims, or other restitution as may be awarded by a judge. Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Sumner Municipal Court cases after payment of any and all assessments required by state law thereon. Sumner shall reimburse Bonney Lake for Active Probation Costs and cost for copies and or fees for copies of recordings.
11. **Payment of State and County Assessments.** Sumner shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Sumner Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Sumner Municipal Court cases.
12. **Duration.** The initial term of this Agreement shall commence January 1, 2026, and shall expire on December 31, 2028 (the "Initial Term"). The Duration of the Agreement shall thereafter automatically renew for successive two (2) year terms (collectively the "Term") unless terminated earlier by either party pursuant to Section 13 of this Agreement.
13. **Termination.** Either Party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least eighteen months (18 months) prior to expiration of this Agreement or any renewal thereof except as provided in this Section. If the Agreement is terminated by either Party, the Parties agree to work cooperatively together to ensure the orderly transition of all Sumner cases from Bonney Lake Municipal Court to the new venue. The Parties intend that upon termination, no cases nor court records will remain at the Bonney Lake Municipal Court. If Sumner does leave cases behind following termination, then Sumner agrees to continue payment of the Annual Fee and other fees in accordance with this Agreement based on the then-applicable percentage of services utilized by the cases left at Bonney Lake Municipal Court. Such agreement may

not be terminated until such time as there are no cases or records at Bonney Lake Municipal Court.

14. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both Parties.
15. **Indemnity.** Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each Party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each Party's officers, officials, employees or volunteers. The Parties agree that their obligations under this paragraph extend to claims made against one Party by the other Party's own employees or agents. Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinance, rules or regulations, policies or procedures of each respective Party. If any cause, claim, suit, action or administrative proceeding is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a Party hereto, that Party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the Parties, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.
16. **Dispute Resolution.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence, including appeal fees and costs.

If the Parties are unable to resolve the dispute with information procedures or mediation, then either Party may request binding arbitration in accordance with Chapter 3.50 RCW and Chapter 7.04A RCW. Each Party shall bear its own expenses but shall pay one-half of the arbitration fees. The Parties agree to cooperate in selecting an arbitrator by exchanging lists or proposed arbitrators and working towards a joint selection. If the Parties cannot agree on a single arbitrator, then arbitration shall be by panel with each Party appointing

an arbitrator and the two arbitrators selecting the third arbitrator. Such appointments shall be consistent with RCW 7.04A.110.

17. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. All employees of the Bonney Lake Municipal Court are Bonney Lake employees. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other Party.
18. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following Parties at the following addresses:
- | | |
|------------------------|-------------------|
| To Bonney Lake: | To Sumner: |
| City of Bonney Lake | City of Sumner |
| Mayor | Mayor |
| 9002 Main St. E. | 1104 Maple Street |
| Bonney Lake, WA 98391 | Sumner, WA 98390 |
19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
20. **Insurance.** Each Party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.
21. **Non-Assignability.** The rights, duties, and obligations of either Party to this Agreement shall not be assignable. This provision does not apply to collection services.
22. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
23. **Termination of Community Court Interlocal Agreement.** The Parties have consolidated the Community Court Interlocal Agreement into this Court Services Agreement and therefore, by approving and executing this Agreement, the Parties intend to terminate the Community Court Interlocal Agreement as of the effective date of this Agreement.

24. **Entire Agreement.** The entire agreement between the Parties with respect to the subject matter hereunder is contained in this Agreement. Amendments may be made at any time during the Term of this Agreement, but no amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the Parties, provided that if the Parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change. By way of example, the exclusion or implementation of Community Court grants would be considered a minor modification that can be implemented by the City Administrators. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year set forth below.

Dated this ____ day of _____, 2025.

CITY OF BONNEY LAKE

CITY OF SUMNER

Terry Carter, Mayor

Kathy Hayden, Mayor

Date: _____

Date: _____

Jason Wilson, City Administrator

Date: _____

ATTEST

ATTEST

Sadie A. Schaneman, CMC
City Clerk

Michelle Converse
City Clerk

APPROVED AS TO FORM

Jennifer S. Robertson, City Attorney

APPROVED AS TO FORM

Andrea Marquez, City Attorney



INTERLOCAL AGREEMENT FOR COURT SERVICES

JULY 14, 2025



CITY OF
SUMNER
WASHINGTON



Bonney Lake has provided
Municipal Court Services
since 2015

Latest agreement adopted in 2022
+ Separate Community Court
Agreement



Agreement terminated effective December 31, 2025



Bonney Lake desired a more equitable cost recoupment for
services

SIGNIFICANT AGREEMENT CHANGES



JUDGE



COMMUNITY
COURT



TERM AND
TERMINATION



COST
ALLOCATION

JUDGE

- Creates process for hiring one person to serve as the judge for both Municipal Court
- Greater management efficiency for both cities and for the court staff
- Eliminate duplication of training and pro-tem administrative costs
- Small cost increase due primarily to benefits



COMMUNITY COURT



Currently 100% grant funded



Repeals existing Community Court Agreement and incorporates provisions into services agreement.



Contemplate reduction or elimination of State Funding



Consider future Judge's and/or City's desire to maintain a Community Court



Expresses intent to hire / contract the same employees for both Community Court programs

TERM AND TERMINATION

Initial 3-year
term 2026-
2028

Automatically
renews for two-
year
successive
increments.

Termination
notification
increases to 18
months

COST ALLOCATION MODEL

Services costs include:

- Judge
- Court Staff
- Court Security
- Indirect Costs

Services costs split based on number of court days.

- Sumner = 1 day or 30%
- Bonney Lake = 3.5 days or 70%

Probation is billed on a per case cost

- \$600 per case

MUNICIPAL COURT COSTS



Services:
Staff, Judge, Overhead

2026: \$449,651
Increase of \$25,000



Probation:
Staff and Case Management

\$600 / Case
Estimate \$18,000/Year



Misc. Fees:
Interpreter, Witness, Jury, Copy

No Changes: Variable
\$6500 / Year budget



Community Court

Grant funded

OTHER OPTIONS EVALUATED



Bring Back In House

Significant cost increase
Facility Challenges



District Court

Potential cost savings
Legacy Cases
Operational Challenges (Video Hearings)



Other Cities

Fife and Puyallup: No Capacity
Orting / Buckley: Not cost beneficial



NEXT STEPS

JULY 21ST REGULAR
COUNCIL MEETING

FALL – JUDGE SELECTION



CITY OF
SUMNER
WASHINGTON

CA – CONSENT AGENDA **ES** – EXECUTIVE SESSION **NB** – NEW BUSINESS
UB – UNFINISHED BUSINESS **P** – PRESENTATION **PH** – PUBLIC HEARING **PR** – PROCLAMATION

2025 All Staff Meetings / Events

- August 5th (BBQ)
- September 23rd
- December 10th (Breakfast)

JULY 21 (RCM)

- UB** Ordinance No. XXXX – Formation of TBD
- CA** Pavement Crack Seal - Change Order
- CA** Fryar Ave Trail Partial Land Acquisition - Raymond Tibeau Living Trust
- CA** Crack Seal Change Order
- CA** City Hall EV Chargers – PSE Contract
- CA** Fryar Ave Trail Partial Land Acquisition - Crane
- CA** Fryar Ave Trail Partial Land Acquisition - Park Plaza
- CA** Microsoft Annual License Renewal
- CA** Purchase and Sale Agreement with Sonoco for Acquisition of Water Rights
- CA** Resolution No. XXXX: Port of Everett ILA - Cooperative Purchasing
- CA** Resolution No. XXXX – Interlocal Agreement with the City of Bonney Lake for Court Services
- CA** Resolution No. 1727 Therapeutic Court Grant Acceptance
- NB** Resolution setting the Public Hearing date for Assumption of TBD (*Carmen*)
- NB** Ordinance No. XXXX - 2nd Quarter Budget Amendment (Kassandra)

JULY 28 (SS)

- Mid-Year Workplan Updates (*Jason*)
- Heritage Park Update (*Jason*)

AUGUST 4 (RCM)

- PH** Assumption of Transportation Benefit District (*Carmen*)

AUGUST 11 (SS)

- MFG Home Park Overlay Zone (*Ryan W.*)
- UGA Annexation Options (*Ryan W.*)

AUGUST 18 (RCM)

- CA** 166th Ave E Widening & Improvements - Consultant Agreement Supplement
- CA** Heritage Park – Consultant Contract Amendment
- NB** Ordinance Assumption of TBD (*Carmen*)

AUGUST 25 (SS)

- Strategic Tourism Plan Update
- YMCA Services Agreement Update

SEPTEMBER 2 (RCM)

- NB** Ordinance No. XXXX – TBD Funding (*Carmen*)

SEPTEMBER 15 (SS)

CITY COUNCIL AGENDA CALENDAR**Updated July 8, 2025**

CA – CONSENT AGENDA **ES** – EXECUTIVE SESSION **NB** – NEW BUSINESS
UB – UNFINISHED BUSINESS **P** – PRESENTATION **PH** – PUBLIC HEARING **PR** – PROCLAMATION

Pending

MISC.	MISC.	MISC.
Ordinance – Updating Short Plat Amendment Process (Legal)	Utility Rate Study	
CA State Homeland Security Program Grant Acceptance for Small Unmanned Aerial System (PD)	Public Memorial Policy (Ryan W.)	Water Cross Connection Control Code Update (Ryan J)
Ordinance Insurance Requirements (MC)	Heritage Park Right of Way Vacation	Resolution No. 1721 - Surplus of Bill Heath Sports Complex Property
Sign Code Update (off premise) (Ryan W.)	School Impact Fee Update (Doug)	Q4 Library update
	Cultural Arts Commission	BESS Ordinance 2.0

JULY 2025

All meeting are hybrid - for additional meeting information, please visit the [agendas, minutes & videos](#) page on our website.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1		3	4	5
	4:00PM Public Works Committee			Independence Day CITY HALL CLOSED	
7	8	9	10	11	12
6:00PM Regular Council Meeting 6:30PM Special Study Session			4:00PM Finance Committee 4:30PM **CANCELLED* Forestry/Parks Commission 6:00PM *Date Change* Planning Commission		
14	15	16	17	18	19
6:00PM Study Session		6:00PM **CANCELLED** Design Commission			
21	22	23	24	25	26
6:00PM Regular Council Meeting		4:00PM Public Safety Committee	6:00PM Cultural Arts Commission		
28	29	30	31		
6:00PM Study Session		4:00PM CD Committee			

Name: Michelle Converse, CMC
Title: City Clerk

City of Sumner **www.sumnerwa.gov**
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