



CITY OF PUYALLUP

Office of the City Manager

July 13, 2012

Mr. Subir Mukerjee
 City Administrator, City of Milton
 1000 Laurel Street
 Milton, WA 98354

RE: Letter of Intent to Provide Municipal Court Services

Dear Subir:

The purposes of this letter are to express the City of Puyallup's ("Puyallup") interest in providing municipal court services ("Services") to the City of Milton ("Milton") and to provide a general outline of the scope of such Services. Through recent meetings with you on this topic, it has become clear that Puyallup has the capacity within its existing municipal court to provide the Services without an adverse impact to Puyallup's current municipal court operations. This letter represents the intent of Puyallup to continue the collaborative process that, with Puyallup City Council and Milton City Council approval, will result in the execution of an Interlocal Agreement ("Agreement").

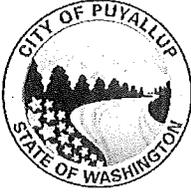
Outline of the Proposed Services

The Services that would be provided by Puyallup to Milton are the following:

1. Filing and processing all of Milton misdemeanor¹ and civil infraction cases.
2. Providing a courtroom for the Milton Municipal Court Judge and/or Pro Tem Judge to hold all adjudicatory and review hearings pertaining to misdemeanor and civil infraction cases, and provide a court clerk during such Milton Municipal Court hearings.
3. Provide video arraignment services or transport services for Milton's inmates who have cases filed in Milton Municipal Court.
4. Provide prosecution, public defender, and probation services for all misdemeanor cases.
5. Provide court security services to the courtroom where Milton cases will be heard.
6. Process and remit all payments to the State of Washington required on any Milton cases filed in Puyallup.
7. Provide translator services during court proceedings, as needed.

Milton's responsibilities under the Agreement would be the following:

¹ Misdemeanor, when referenced in this letter, includes gross misdemeanor and misdemeanor criminal cases.



CITY OF PUYALLUP

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1. Pay Puyallup an annual administrative fee for providing the Services.
2. Provide a municipal court judge or pro tem judge to hear all misdemeanor and civil infraction cases.

Of course, as we continue in this process and begin drafting the Agreement, the foregoing items will be laid out in more intricate detail.

Proposed Timeline

As to the timeline for the next steps, I would propose the following:

1. *August 6th* – This letter is presented to Milton City Council for formal discussion and preliminary approval of the concept of Puyallup providing the Services to Milton.
2. *August 14th* – This letter is presented to Puyallup City Council for formal discussion and preliminary approval of the concept of Puyallup providing the Services to Milton.
3. *August to October* – Assuming Puyallup City Council and Milton City Council preliminarily approve the concept of Puyallup providing the Services, the Agreement is drafted.
4. *November to December* – Puyallup City Council and Milton City Council are each presented with the Agreement for approval.
5. *January 2013* – If the Agreement is approved by Puyallup City Council and Milton City Council, Puyallup begins providing the Services.

In these times of economic hardship, government entities must always be open to creative and collaborative processes that increase efficiencies and, ultimately, save taxpayers money while providing high quality services. I think our effort is another step in being good stewards of public resources and I look forward to continuing our collaborative approach in exploring the possibility of Puyallup providing municipal court services to Milton.

Sincerely,

Ralph W. Dannenberg
City Manager

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PUYALLUP AND
THE CITY OF MILTON FOR THE PROVIDING OF FACILITIES AND
PERSONNEL FOR THE MUNICIPAL COURT OF MILTON**

Whereas, the City of Milton (“Milton”) is a municipal corporation organized under the laws of the State of Washington; and

Whereas, the City of Puyallup (“Puyallup”) is a municipal corporation organized under the laws of the State of Washington; and

Whereas, each of the parties to this Agreement operates a municipal court pursuant to Chapter 3.50 RCW; and

Whereas, Chapter 39.34 RCW (“Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

Whereas, Milton has determined that an Agreement with Puyallup for the provision of certain municipal court services under the Interlocal Cooperation Act would be more efficient and cost effective than providing its own facilities, materials and personnel; and

Whereas, Puyallup is willing to provide municipal court services to Milton under the terms and conditions set forth in this Agreement; and

Whereas, the parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act.

Now, therefore, in consideration for the mutual covenants and promises set forth in this agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Milton and Puyallup do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the provision of certain municipal court services by Puyallup to Milton through the use of facilities, materials, and personnel of the Puyallup Municipal Court to the maximum extent permitted by law for the filing and processing of Milton's civil code enforcement infractions, civil traffic infractions, parking infractions, misdemeanor and gross misdemeanor criminal citations (collectively referred to hereafter as “Case Filings”). Case Filings does not include civil infractions detected through the use of a photo enforcement system. In addition, this Agreement will establish the fees to be paid by Milton and specify the responsibilities of Puyallup and Milton respectively for such municipal court services.
2. **Administration.** The Puyallup Court Administrator shall be responsible for the administration of this Agreement. No joint acquisition, holding or disposal of real or personal property is contemplated hereunder.

3. **Filing and Assumption of Milton Municipal Court Cases.** Commencing on January 1, 2013 all Milton Municipal Court cases, which shall include all Case Filings alleging violations of Milton Municipal Code, shall be filed in Puyallup Municipal Court for processing under this Agreement. Any and all Milton Case Filings in Puyallup Municipal Court will continue to be identified as a Milton Municipal Court case. Puyallup will coordinate with Milton to assume and transition all existing Case Filings, with a goal of transferring all existing Case Filings by January 1, 2013.
4. **Municipal Court Services Performed By Puyallup.** Puyallup shall provide the services and uses to Milton as provided for in this section of the Agreement.
 - 4.1 **Court Staff.** Puyallup shall provide the services of its court administrator and court clerks to process all of Milton's Case Filings. By way of illustration and not by limitation, this "processing" shall include the issuance of all summons, maintenance of court cases, processing of all fines and forfeitures for municipal cases, and providing court clerk services at court hearings, motions, trials, and reviews.
 - 4.2 **Use of Puyallup Courtroom.** Puyallup shall provide the use of a suitable courtroom one full day per week for Milton to operate its' municipal court. Puyallup shall reserve a suitable courtroom for one day each month with a possible continuation to the following day for Milton Jury Trials. Puyallup shall provide office space for use by the Milton Municipal Court Judge on days when Milton Municipal Court is in session. Such office space will have the capability for the Milton Judge to connect to the internet.
 - 4.3 **Supplies and Forms.** Puyallup shall provide and pay for all forms and paperwork necessary for processing Milton Municipal Court cases as determined by the Milton Judge, including all forms currently being used by the Milton Court. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants, and general office supplies. The forms currently being printed by Milton Court shall be printed with updated information regarding court location and contact information.
 - 4.4 **Court Security.** Puyallup shall provide all necessary security for the courtroom used by Milton. This shall not, however, include security or supervision for defendant's who are present in the courtroom and are in the active custody of any law enforcement agency, prison, or jail. Milton is required to provide security and supervision of such persons while in court.
 - 4.5 **Court Mandated Payments.** Puyallup shall accept and track court mandated payments in Cases Filings, bail, and forfeitures for Milton Municipal Court and deliver these payments to Milton on a monthly basis. Puyallup court administrator

and the Milton Judge will together decide the best collection agency for the Milton Municipal Court to collect court mandated payments.

4.6 Month End Checks and Remittance Reports. Each month Puyallup will provide to Milton a Remittance Summary Report and a Cash Journal Summary together with a check from all fines and fees from Milton Municipal Court. Such report will provide a revenue breakdown that indicates how much Milton shall remit to the Washington State Treasurer, Pierce County, King County (if applicable, in limited circumstances) and the amount of revenues that would be retained by Milton.

4.7 Prosecution Services. Puyallup shall be responsible for providing all aspects of criminal prosecution relating solely to criminal misdemeanor and gross misdemeanor cases filed in Milton Municipal Court. This shall also include providing necessary discovery in response to defense counsel requests and issuing subpoenas for witnesses. The prosecution services provided for in this subsection shall also pertain solely to appeals of criminal misdemeanor and gross misdemeanor cases filed in Pierce County Superior Court or King County Superior Court. If an appeal is filed in a court other than the superior court in Pierce County or King County, or an appeal of the superior court appellate decision is filed, and Milton desires to have Puyallup continue to provide prosecution services for such appeal, Puyallup and Milton shall negotiate reasonable additional compensation for such prosecution services.

4.8 Public Defender Services. Puyallup shall be responsible for providing public defender services solely in criminal misdemeanor and gross misdemeanor cases filed in Milton Municipal Court when a defendant is appointed a public defender by the court. Puyallup shall include in any professional services agreements between Puyallup and a contractor providing public defender services, a provision requiring that such contractor provide such services in compliance with the Washington Supreme Court's Standards for Indigent Defense Services. It is the understanding of the parties to this Agreement that Milton Municipal Court currently designates two court days each month for cases where a public defender has been appointed. In addition, Puyallup shall also provide public defender services for matters outlined in subsections 4.8.1 – 4.8.3

4.8.1 Arraignments. Arraignment calendars held by Milton Municipal Court.

4.8.2 On-call services. On-call services for persons suspected of or charged with committing a misdemeanor or gross misdemeanor within Milton's jurisdiction.

4.8.3 Appeals. A defendant who appeals a Milton case upon Milton Municipal Court appointing a public defender for such appeal.

4.9 **Interpreter Services.** Puyallup shall be responsible for providing foreign language and sign language interpreter services when needed for Milton Case Filings.

5. **Duties of Milton.** Milton shall be responsible for the items as provided for in this section of the Agreement.

5.1 **Municipal Judge.** The Milton Municipal Court Judge appointed by the Mayor of Milton and confirmed by the Milton City Council shall preside over all Milton Case Filings. Milton shall solely be responsible for all compensation and expenses of the Milton Municipal Court Judge. The Milton Municipal Court Judge shall exercise all duties, responsibilities, and powers vested in the judge by state law and/or court rules.

5.2 **Filing of Citations.** Case Filings issued by Milton shall be delivered by Milton to the Puyallup Municipal Court for filing in Milton Municipal Court within the time required by law, code, or court rule.

5.3 **Warrants.** When Milton executes a warrant, Milton shall contact the Puyallup Municipal Court and make a return of the warrant as soon as possible. No less than weekly, Milton shall return to Puyallup Municipal Court any original warrants that have been served, recalled, or cleared from the law enforcement system.

5.4 **Jail Arrangements and Transportation.** Milton shall be solely responsible for incarceration arrangements for its defendants and all costs associated with such incarceration. Milton shall be responsible for prisoner transports to and from Puyallup Municipal Court facilities for any and all court appearances at all stages of a criminal case and appeal. Puyallup will be responsible for contacting the jails housing Milton defendants and requesting defendants for Milton Court appearances. Puyallup staff shall provide the Milton Police Department with a Transport List for the scheduled court date.

5.5 **Payment of State and County Assessments.** Milton shall be responsible for the remittance of any and all payments of court revenues, fines, and costs to the State of Washington, Pierce County, and King County as required by state law pertaining to Milton Case Filings.

5.6 **On-Line Court Fines and Fee Payment Provider.** Milton currently uses and will continue to use Official Payment Corporation to process on-line court fines and fee payments. Milton will list the Puyallup Municipal Court Administrator as the authorized representative to transmit instructions and deliver notices on behalf of Milton Municipal Court with Official Payment Corporation or any other on-line payment service provider used for processing fines and fees pertaining to Milton Case Filings. Puyallup court administrator and the Milton Judge will together decide changes, if any, to the on-line payment service provider.

6. **Service Fees and Costs.** Milton agrees to pay Puyallup the service fees and costs in the amount and manner as provided for in this section of the Agreement.
- 6.1 **General Municipal Court Services.** Milton shall pay Puyallup \$141,512 per year for the services and uses provided by Puyallup to Milton in subsections 4.1 through 4.7 of this Agreement. This annual amount shall be paid in whole on or before January 15th of each year.
- 6.2 **Public Defender Services.** Milton shall pay Puyallup in the amounts provided for in this subsection for the public defender services as outlined herein. Puyallup shall provide Milton with a monthly invoice for such costs of these services and Milton shall pay such costs within fifteen (15) calendar days of receiving the invoice.
- 6.2.1 **Appointment of Public Defender.** Milton shall pay Puyallup \$195 for every appointment of a public defender made by the Milton Municipal Court Judge or pro tem judge pertaining to a criminal misdemeanor or gross misdemeanor case filed in Milton Municipal Court. This cost shall be for representation at bail hearings, pretrials, motions, trials, sentencing, and review/probation hearings.
- 6.2.2 **Arraignment calendars.** Milton shall pay Puyallup \$250 for every arraignment calendar where the Public Defender is not already scheduled to appear for pretrials or review hearings on the same day in Milton Municipal Court.
- 6.2.3 **On-call services.** Milton shall pay Puyallup \$35 for every contact made by a public defender pursuant to paragraph 4.8.2 of this Agreement.
- 6.2.4 **Jury Trials.** Milton shall pay Puyallup \$350 for every jury trial that a public defender appears on that occurs on a day other than the two court dates per month that public defender cases are heard. For purposes of payment under this subsection, Milton shall only have to pay for such public defender services if the case is dismissed by the prosecutor on the day of trial
- 6.2.5 **Appeals.** Milton shall pay Puyallup \$500 when the court appoints a public defender to represent an indigent defendant appealing a criminal misdemeanor or gross misdemeanor matter and the public defender files a substantive brief.
- 6.3 **Active Probation Services.** Milton shall pay Puyallup \$42 per hour, measured in 1/10th of an hour increments (i.e. 6 minute increments), for active probation services provided by the Puyallup probation officer to Milton criminal defendants. Milton shall also reimburse Puyallup for any costs incurred by Puyallup associated with administering tests that are ordered by the Milton judge or probation for Milton criminal defendants such as urinalysis test, blood test, breath tests, and any other similar tests. Puyallup shall provide Milton with a monthly invoice for such costs and Milton shall pay such costs within fifteen (15) calendar days of receiving the invoice.

- 6.4 **Judge Pro Tem Services.** In the event the Milton Municipal Court Judge requests Puyallup provide a judge pro tem, Milton shall pay Puyallup \$55 per hour for such pro tem services, measured in 1/10th of an hour increments (i.e. 6-minute increments).
- 6.5 **Interpreter Services.** Milton shall pay Puyallup for foreign language and sign language services as provided for in this section.
- 6.5.1 **Foreign Language Services.** Milton shall pay Puyallup \$55 per hour, measured in 1/10th of an hour increments (i.e. 6 minute increments), for all foreign language interpretation services required for defendants in Milton Municipal Court cases. In addition, Milton shall pay Puyallup for the interpreter's reasonable mileage to travel to the court at such reimbursement rate as is established annually by the IRS. Milton will be billed by Puyallup a minimum of two (2) hours for interpreter services regardless of the amount of time the interpreter actually spends providing interpreter services at the court.
- 6.5.2 **Sign Language Services.** Milton shall pay Puyallup \$80 per hour, measured in 1/10th of an hour increments (i.e. 6 minute increments), for all sign language interpretation services required for defendants in Milton Municipal Court cases. In addition, Milton shall pay Puyallup for the interpreter's reasonable mileage to travel to the court at such reimbursement rate as is established annually by the IRS. There will be no minimum billing amount for sign language services.
- 6.6 **Appeals of criminal cases.** In the event that Milton chooses to file an appeal of a criminal misdemeanor or gross misdemeanor case, Milton will be charged all filing fees, all costs for preparing and copying any court recordings, and all transcription costs. In the event a defendant files an appeal of a Milton criminal misdemeanor or gross misdemeanor case, Milton shall be responsible for any copying and transcription costs necessary for Puyallup to provide effective prosecution service pertaining to such appeal. In the event the court appoints a public defender for an indigent defendant in an appeal of a Milton criminal misdemeanor or gross misdemeanor case, Milton shall be responsible for any costs associated with preparing, copying, and transcribing the transcript for such appeal if the Milton Municipal Court judge orders such costs to be paid at public expense.
- 6.7 **Witness Fees.** Milton shall pay all necessary and reasonable fees and costs for witnesses requested by the prosecutor or public defender in criminal misdemeanor and gross misdemeanor cases filed in Milton Municipal Court.
- 6.8 **Jury Fees.** Milton shall pay for all jury fees and costs for Milton Municipal Court cases. For Milton jury trials, Puyallup will request a random list of jurors from Pierce County Superior Court and King County Superior Court. There is currently

no charge from Pierce County or King County to receive these lists. In the event Pierce County or King County charge a fee or cost for such juror list, Milton shall be responsible for paying such fee or cost. Jurors would be selected from the Milton zip code and possibly neighboring zip codes, if needed. Jurors shall be paid the minimum daily rate established by state law plus round trip mileage paid at the state per diem rate. Jurors shall only be summoned after a trial date has been set by the Milton Municipal Court.

7. **Adjustments to Fees and Costs.** Commencing one (1) year after the effective date of this Agreement and one time each full year of this Agreement thereafter, the parties will review the fees and costs associated with providing the services under this agreement and will make necessary adjustments to such fees and costs. Necessary adjustments to the fees and costs shall be based on an increase or decrease in the following: Case Filings, personnel and professional services costs, facility operating costs, and material costs. In addition, adjustments shall be necessary based upon any new or increased cost or fee mandated by federal, state, or local law. The parties shall negotiate adjustments to the fees and costs in good faith. If the parties cannot agree to the amount of an annual adjustment, the issue shall be subject to the dispute resolution process outlined in Section 13 of this Agreement. The existing fees and costs at the time of such proposed fees and costs adjustment shall remain in effect until the parties reach an agreement as to any change in fees or costs, or until the dispute resolution process is concluded.
8. **Disbursal of Local Court Revenues to Milton.** Milton shall receive one-hundred percent (100%) of all Court Revenues. Court Revenues are those fines, costs, bail amounts, and payments derived from Milton Case Filings after any and all assessments and disbursements to other government entities, as required by state law, have been fulfilled, and all other recoupment's including but not limited to, all Record Check Fees, Monitoring Fees, Probation Fees, Public Defender Recoupment, Interpreter Fees, Witness Fees, Time Pay Fees, and any other costs assessed by the Milton Judge.
9. **Duration.** The initial term of this Agreement shall commence on January 1, 2013, and shall expire on December 31, 2017 ("Initial Term"), unless terminated because of a material breach of this Agreement. After the Initial Term, this Agreement shall automatically be renewed and extended upon the same terms and conditions set forth herein, or as amended, unless terminated in accordance with Section 10 of this Agreement.
10. **Termination.** After the Initial Term of this Agreement, either party shall have the right to terminate this Agreement with or without cause at any time, by providing written notice of intention to terminate at least one-hundred eighty (180) calendar days prior to termination. If Puyallup terminates this Agreement, Puyallup agrees to work cooperatively with Milton to ensure the orderly transition of cases from Puyallup to the new venue. Either party shall have the right to terminate this Agreement during the Initial Term if the other party materially breaches this

Agreement and then fails to cure the breach after the non-breaching party provides written notice of the breach and allows the breaching party a reasonable opportunity to cure, if such breach is curable.

11. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Auditor upon full execution, or, in lieu of recording with the auditor, published electronically on the website of both parties.
12. **Mutual Indemnification.** Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees and costs, arising out of or resulting from the acts, errors or omissions of such party in performance of this Agreement, except for injuries and damages caused by the sole negligence of a party. It is further specifically and expressly understood that the indemnification provided herein constitutes each party'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 parties. The provisions of this section shall survive the expiration or termination of this contract.
13. **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 cities' staff level. In the event disputes cannot be resolved informally at the staff level, the parties agree to the process as provided for in subsections 13.1 and 13.2.
 - 13.1 **Adjustments to Fees and Costs.** If the parties cannot mutually agree to proposed adjustments to fees and costs under this Agreement, the parties agree that such matters shall be determined through binding arbitration conducted under the American Arbitration Association's Arbitration Rules. Such arbitration shall occur at a mutually agreeable location within Pierce County or King County, Washington State. The arbitrator shall be selected by mutual agreement of the parties or, absent such mutual agreement, shall be selected by and through the arbitration selection service offered by the American Arbitration Association. All arbitration fees and expenses 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.
 - 13.2 **All other Disputes.** Any and all other disputes or actions not covered by foregoing subsection 13.1, shall be commenced as provided in Section 14 of this Agreement.
14. **Governing Law and Venue.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Washington. Venue for any action, except for arbitration as to fees and costs as provided for in subsection 13.1 of this Agreement, or to confirm or set aside an arbitration award entered pursuant to Section 13.1, shall lie in Pierce County Superior Court. In the event an action to confirm or set aside an arbitration award is filed, the non-prevailing party in such

action brought in Pierce County Superior Court to enforce or set aside the arbitration award shall pay the other party's reasonable attorney's fees and costs.

15. **Puyallup Employees.** No employee or agent of Puyallup shall be deemed to be an employee or agent of Milton as a result of this Agreement. None of the benefits provided by Puyallup to its employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance are available from Puyallup to the employees or agents of Milton.
16. **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 Milton:

City of Milton
Debra Perry, Mayor
1000 Laurel Street
Milton, WA 98354

To Puyallup:

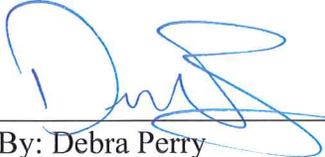
City of Puyallup
City Manager
333 S. Meridian
Puyallup, WA 98371

17. **Insurance.** For the duration of this Agreement, Puyallup and Milton shall maintain liability insurance coverage through membership in the Washington Cities Insurance Authority ("WCIA"), or other similar insurance coverage of the same coverage levels.
18. **Force Majeure.** Neither party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such party's reasonable control, including, but not limited to, failure or threat of failure of facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm and other acts of the elements; legislative act, order, rule, regulation, or similar action; court act, order, rule, regulation, or similar action; act or failure to act, of civil, military or governmental authority; strike, lockout and other labor dispute; epidemic, riot, insurrection, sabotage, war and other civil disturbance or disobedience; and labor or material shortage. Each party shall, if applicable, exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other party to perform any of its obligations under this Agreement, the party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be responsible for the costs and expenses incurred by the other party. Nothing contained in this Agreement shall be construed to require either party to prevent or settle any strike, lockout or other labor dispute in which it may be involved. Notwithstanding the foregoing, nothing in this paragraph shall apply to any delay or failure by either

party to pay any amounts due and owing to the other party pursuant to this Agreement.

19. **Cumulative Remedies.** The rights and remedies of each party set forth in any provision of this contract are in addition to and do not in any way limit any other rights or remedies afforded to such party by law.
20. **Time.** Time is of the essence for the performance of every term of this contract.
21. **Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of this contract shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.
22. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted, unless such invalidity or unenforceability destroys the purpose and intent of this contract.
23. **Entire Contract; Possible Amendments.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind either of the parties. To be effective, any proposed amendments to this Agreement that are mutually agreed upon by the parties must be incorporated by written amendments to this Agreement.
24. **Concurrent Originals.** This Agreement may be signed in counterpart originals.
25. **Approval of City Councils.** Each party to this Agreement warrants that its' City Council has approved and authorized the signatory below to execute this Agreement.

CITY OF MILTON



By: Debra Perry
Its: Mayor

Dated: 12-27-12

ATTEST:

LISA M TYLER

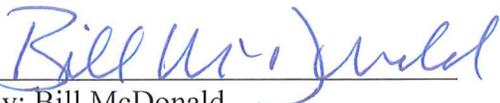
Lisa Tylor, City Clerk

APPROVED AS TO FORM:



Bio Park, City Attorney

CITY OF PUYALLUP


By: Bill McDonald
Its: City Manager

Dated: Jan. 2, 2013

ATTEST:


Brenda Arline, City Clerk

APPROVED AS TO FORM:


Steve Kirkelie, Deputy City Attorney