

## RESOLUTION 2012-XX

### AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF EATONVILLE AND THE CITY OF BONNEY LAKE FOR THE PROVIDING OF FACILITIES AND PERSONNEL FOR THE MUNICIPAL COURT OF EATONVILLE

**Whereas**, the Town of Eatonville is a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as Eatonville); and

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

**Whereas**, each of the parties to this Agreement is authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

**Whereas**, Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; 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**, Bonney Lake currently operates a municipal court pursuant to Chapter 3.50 RCW; and

**Whereas**, Eatonville has determined that a contract with Bonney Lake 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**, Bonney Lake is willing to provide municipal court services to Eatonville 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, Chapter 39.34 RCW.

**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, Chapter 39.34 RCW, the Town of Eatonville and the City of Bonney Lake do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the provision of certain municipal court services by Bonney Lake to Eatonville 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 Eatonville's

civil, traffic or other infractions and criminal citations; to set forth fees to be paid by Eatonville; and to specify the responsibilities of Bonney Lake and Eatonville respectively for such municipal court services.

2. **Administration.** The Bonney Lake 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. **Appointment of Eatonville Municipal Court Judge.** By the effective date of this Agreement, the Mayor of Eatonville shall appoint, and the Eatonville Town Council shall confirm, the currently appointed judge of the Bonney Lake Municipal Court as judge of the Eatonville Municipal Court.
4. **Filing and Assumption of Eatonville Municipal Court Cases.** Commencing on September 1, 2012, or the effective date of this Agreement, whichever is later, all Eatonville Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of Eatonville ordinances, shall be filed in Bonney Lake Municipal Court for processing under this Agreement. A case filed in Bonney Lake Municipal Court originating in the jurisdiction of Eatonville will continue to be identified as a case of Eatonville. Bonney Lake will coordinate with Eatonville to assume and transition all existing cases, with a goal of transferring all existing cases by October 1, 2012. Eatonville agrees that all citations issued after September 1, 2012 will be filed in the Bonney Lake Municipal Court.
5. **Municipal Court Services Performed By Bonney Lake.** Bonney Lake shall provide municipal court facilities and services for the processing of Eatonville 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, including but not limited to the following:
  - 5.1 **Court Staff.** Bonney Lake shall provide court staff, including clerks, judge, prosecutor and public defender, to process and adjudicate all criminal citations and civil citations filed by Eatonville. By way of illustration and not by limitations, this "processing" shall include the issuance of all summons, warrants, maintenance of court cases, and processing of all fines and forfeitures for municipal cases. Processing shall include filing, adjudication and penalty enforcement of all Eatonville 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. Bonney Lake shall have discretion in case flow management, including the scheduling of judges.
  - 5.2 **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, printers, 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.

**5.3 Court Security.** Bonney Lake shall provide and pay for all necessary court security.

**5.4 Supplies and Forms.** Bonney Lake shall provide and pay for all forms and paperwork necessary for processing Eatonville 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.

**5.5 Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Eatonville Municipal Court and deliver these payments to Eatonville on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is specifically permitted.

**5.6 Eatonville Municipal Court Calendar.** An Eatonville Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the availability of the courtroom facility, and the schedule of the judge.

**5.7 Monthly Performance and Remittance Reports.** Bonney Lake will provide to Eatonville 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.

**6. Municipal Court Duties of Eatonville.** The following municipal court duties shall be provided by Eatonville:

**6.1 Municipal Judge Appointment.** The Mayor of Eatonville shall appoint the Bonney Lake municipal judge to serve as the Eatonville municipal judge. Judges pro tem of the Bonney Lake Municipal Court shall be by virtue of such appointment judges pro tem of the Eatonville Municipal Court.

**6.2 Domestic Violence Advocate.** Eatonville shall reimburse Bonney Lake for the costs of any domestic violence advocate services provided by Bonney Lake Municipal Court for Eatonville Municipal Court cases when such appointments are required by state law.

**6.3 Filing of Citations.** Criminal citations and infractions issued by Eatonville shall be delivered to the Bonney Lake Court Clerk for filing in the Eatonville Municipal Court within five (5) calendar days after the violation or issuance of the citation. Citations for in-custody defendants shall be filed with the Bonney Lake Court Clerk no later than 10:00 am on the court day following the arrest. Filing by facsimile or other acceptable forms of electronic submission pursuant to Washington State Court General Rule 17 is specifically authorized.

- 6.4 **Warrants.** Whenever Eatonville executes a warrant, Eatonville shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.
- 6.5 **Jail Costs.** Eatonville 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 Eatonville defendants. Eatonville shall be responsible for prisoner transports to and from Bonney Lake Municipal Court. It is understood that Bonney Lake will make a conscious effort to minimize jail costs and pursue reasonable alternatives to incarceration.
- 6.6 **Appeals.** In the event that Eatonville appeals a case on behalf of the Town, Eatonville will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. If a defendant files an appeal on an Eatonville case, Bonney Lake will prepare the case for the appeal and the Prosecutor will be the Attorney of Record on the Appeal. Eatonville shall be responsible for Public Defender costs on a RALJ Appeal and the appointment amount would be the amount as listed in Bonney Lake's Public Defender Contract (currently \$400). Eatonville shall be responsible for the costs for transcribing the recordings of the hearings.
- 6.7 **Witness Fees.** Eatonville shall pay all fees for witnesses requested by the prosecutor or public defender in Eatonville Municipal Court cases.
- 6.8 **Jury Fees.** Eatonville shall pay for all jury fees for Eatonville Municipal Court cases. For Eatonville 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. Jurors would be selected from the Eatonville zip code and possibly neighboring zip codes if needed. Jurors shall be paid the current established rate (presently \$10 per day plus round trip mileage paid at the state per diem). Jurors shall only be summoned after a trial has been scheduled.
- 6.9 **Interpreter Services.** Eatonville shall reimburse Bonney Lake for all language interpretation services required for defendants in Eatonville Municipal Court cases.
- 6.10 **Public Defender Services.** For all Eatonville cases in which a public defender is assigned, Eatonville will pay a fee of \$125 per case plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 6.6.
7. **Compensation and Assumption Costs.** Eatonville shall compensate Bonney Lake for providing municipal court services on a per case basis. For each criminal citation filed, Bonney Lake shall be paid \$126.00. For each traffic, parking, or non-traffic infraction filed, Bonney Lake shall be paid \$65.00. These fees are in addition to specific interpreter, domestic violence advocate, jury, and other fees described in this agreement. The fees shall be paid regardless of whether the cases are later dismissed without a full adjudication. Eatonville agrees to pay Bonney Lake a one-time fee of \$1,500.00 which will be the total set up costs, including transfer, assumption, and resolution of cases filed prior to the effective

date of this Agreement. This one-time fee will be due and payable within 30 days after invoice by Bonney Lake.

8. **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 due to state or federal mandates or new requirements from Eatonville, the parties agree to negotiate a reasonable increase in the fees or a supplemental fee to cover the costs for the mandated change. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 16 (Dispute Resolution) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.
9. **Periodic Adjustments.** Commencing two (2) years after the effective date of this agreement, either Eatonville or Bonney Lake may request the parties to review the costs associated with providing the service during the previous two years of service. The parties shall use best efforts to determine how much, if any, of an adjustment, either up or down, in the future filing fees is warranted, and if so, the amount thereof. Filing fee adjustments agreed to pursuant to this process shall not require an amendment of this Agreement, but shall be confirmed in writing. If the parties cannot agree to the amount of the adjustment, the issue shall be subject to the dispute resolution process outlined in Section 16 (Dispute Resolution ) of this Agreement. The existing filing fees shall remain in effect until the parties reach an agreement as to the amount of filing fees or until the dispute resolution process is concluded.
10. **Disbursal of Local Court Revenues to Eatonville.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Eatonville shall receive one hundred percent (100%) of Local Court Revenues from Eatonville Municipal Court cases, excluding NFS returned check fees, probation or monitoring fees, copy fees, appeal preparation fees, or restitution or reimbursement to Eatonville or a crime victim, or other restitution as may be awarded by a judge. For purposes of this section, Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Eatonville Municipal Court cases after payment of any and all assessments required by state law thereon.
11. **Payment of State Assessments.** Eatonville shall be responsible for paying to the State of Washington all amounts due and owed to the State relating to Eatonville Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Eatonville Municipal Court cases.
12. **Duration.** The initial term of this Agreement shall commence September 1, 2012, and shall expire on December 31, 2013, unless terminated earlier pursuant to Section 13 of this Agreement. However, this Agreement shall automatically be renewed and extended for an additional two (2) year period upon the same terms

and conditions set forth herein, or as amended, unless terminated in accordance with 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 90 days prior to expiration of this Agreement or any renewal thereof. If Eatonville terminates this agreement, Bonney Lake agrees to work cooperatively with Eatonville to ensure the orderly transition of cases from Bonney Lake Municipal Court to the new venue.
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 ordinances, rules or regulations, policies or procedures of each respective party. If any cause, claim, suit, action or administrative proceedings 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. Following mediation, any unresolved controversy or

claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration 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.

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

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 Eatonville:

Town of Eatonville  
Mayor  
PO Box 309  
Eatonville, WA 98328

To Bonney Lake:

City of Bonney Lake  
Mayor  
PO Box 7380  
Bonney Lake, WA 98391

19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Disputes shall be settled as outlined in Section 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any other action or to confirm or set aside an arbitration award entered pursuant to Section 16 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 to enforce or set aside the arbitration award shall pay the other party's expenses and reasonable attorneys' fees incurred in the superior court.

20. **Insurance.** Each party to this Agreement shall maintain insurance at least equivalent to the minimum coverage provided through the WCIA or AWC insurance pools. 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. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. 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. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Attest/Authenticated:

City of Bonney Lake

\_\_\_\_\_  
Harwood Edvalson, CMC  
City Clerk

\_\_\_\_\_  
Neil Johnson Jr., Mayor

Approved as to Form:

\_\_\_\_\_  
James Dionne, City Attorney

Attest/Authenticated:

Town of Eatonville

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Raymond Harper, Mayor

Approved as to Form:

\_\_\_\_\_  
Daniel G. Lloyd, Town Attorney