

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	<u>Resolution No. 2015-X</u>	Meeting Date:	<u>September 14, 2015</u>
Subject:	<u>An Addendum to the Interlocal Agreement with the City of Bonney Lake Covering Increased Costs of Public Defenders</u>	Prepared by:	<u>Town Attorney Gregory Jacoby</u>
		Atty Routing No:	<u>018-15</u>
		Atty Review Date:	<u>September 9, 2015</u>

Summary: The Town of Eatonville and the City of Bonney Lake, on September 25, 2012, and pursuant to Chapter 39.34 RCW ("The Interlocal Cooperation Act"), entered into 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 ("the Agreement"), whereby the City of Bonney Lake would provide the facilities and personnel, including public defenders, for the operation of the Municipal Court of Eatonville.

Section 8 of the Agreement allows for an adjustment to the contract price in the event new state or federal mandates increase costs to the City of Bonney Lake. Section 9 of the Agreement allows for periodic adjustments to the contract price every two years upon the request of either party and based on the agreement of the parties.

The Washington State Supreme Court has imposed a new case limit system for all public defenders operating within the State of Washington, which has created an increase in the costs for the City of Bonney Lake to perform pursuant to the Agreement. The City of Bonney Lake has requested a rate increase to cover the additional costs created by the new mandates.

The Agreement also needs clarification as to which party handles appeals of cases initiated by the Town. As amended, the Town would be responsible for Town initiated appeals.

Please Note: The amendment that provides the Town will pay the costs of Town initiated appeals should not be controversial. If the court rules against the Town in a criminal proceeding, only the Town can decide whether to appeal the court's decision. The Bonney Lake prosecutor does not have the authority to appeal a case against the wishes of the Town. If the Town has sole control over whether a case is appealed, then it follows that the Town should be responsible for paying for the appeal. Also, in most criminal cases, the issue on appeal will relate to some action the Town's law enforcement officer did or did not take or the validity of a Town ordinance. In these cases, it only makes sense the Town would pay the costs to defend its officers and local ordinances. Finally, it should be noted that it is very rare for the Town to initiate an appeal.

Recommendation: Staff recommends adoption of Resolution No. 2015-X approving the First Addendum to the September 25, 2012, 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.

Motion for consideration: I move to adopt Resolution No. 2015-X approving the First Addendum to the September 25, 2012, 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.

Fiscal Impact: The costs for appeals from the Eatonville Municipal Court will increase by \$100 per appeal and the costs for public defender services will increase by \$100 per case.

Attachments: Proposed Resolution 2015-X and the Proposed Addendum to the Agreement.

RESOLUTION NO. 2015 - X

A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST ADDENDUM TO THE SEPTEMBER 25, 2012, 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 and the City of Bonney Lake, on September 25, 2012, and pursuant to Chapter 39.34 RCW ("The Interlocal Cooperation Act"), entered into 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 ("the Agreement"), whereby the City of Bonney Lake would provide the facilities and personnel, including public defenders, for the operation of the Municipal Court of Eatonville; and

WHEREAS, section eight (8) of the Agreement allows for an adjustment to the contract price in the event new state or federal mandates increase costs to the City of Bonney Lake; and

WHEREAS, section nine (9) of the Agreement allows for periodic adjustments to the contract price every two years upon the request of either party and based on the agreement of the parties; and

WHEREAS, the Washington State Supreme Court has imposed a new case limit system for all public defenders operating within the State of Washington, which has created an increase in the costs for the City of Bonney Lake to perform pursuant to the Agreement; and

WHEREAS, the City of Bonney Lake and the Town of Eatonville have agreed to a new contract price to cover the increased costs created by the new state law mandates; and

WHEREAS, the Agreement also required clarification as to which party would be responsible for appeals initiated by the Town of Eatonville; now, therefore;

THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

THAT: The First Addendum to the September 25, 2012, Interlocal Agreement Between the Town of Eatonville and City of Bonney Lake for the Providing of Facilities and Personnel for the Municipal Court of

Eatonville, in the form attached hereto as Exhibit A, is approved and the Mayor is authorized to execute the same.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 24th day of August 2015.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

**FIRST ADDENDUM TO THE SEPTEMBER 25, 2012, 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 and the City of Bonney Lake, on September 25, 2012, and pursuant to Chapter 39.34 RCW ("The Interlocal Cooperation Act"), entered into 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 ("the Agreement"), whereby the City of Bonney Lake would provide the facilities and personnel, including public defenders, for the operation of the Municipal Court of Eatonville; and

WHEREAS, section eight (8) of the Agreement allows for an adjustment to the contract price in the event new state or federal mandates increase costs to the City of Bonney Lake; and

WHEREAS, section nine (9) of the Agreement allows for periodic adjustments to the contract price every two years upon the request of either party and based on the agreement of the parties; and

WHEREAS, the Washington State Supreme Court has imposed a new case limit system for all public defenders operating within the State of Washington, which has created an increase in the costs for the City of Bonney Lake to perform pursuant to the Agreement; and

WHEREAS, the City of Bonney Lake and the Town of Eatonville have agreed to a new contract price to cover the increased costs created by the new state law mandates.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Addendum and the 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. Pursuant to Sections 8 and 9 of the Agreement, Section 6.6 of the Agreement is hereby amended to read as follows:

6.6 Appeals. In the event that Eatonville determines to appeal a case on behalf of the Town, Eatonville will be responsible for the entire appeal process, including the fee to file a notice of appeal, the costs for preparing and/or copying any court recordings, and the costs associated with having the Eatonville Town Attorney handle the case. If a defendant files an appeal on an Eatonville case, Bonney Lake will prepare the case for the appeal and the Bonney Lake 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 \$500). Eatonville shall be responsible for the costs for transcribing the recordings of the hearings.

2. Pursuant to Sections 8 and 9 of the Agreement, Section 6.10 of the Agreement is hereby amended to read as follows:

6.10 Public Defender Services. For all Eatonville cases in which a public defender is assigned, Eatonville will pay a fee of \$225 per case plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 6.6.

Dated this _____ day of August, 2015.

Attest/Authenticated:

City of Bonney Lake:

City Clerk, City of Bonney Lake

Neil Johnson, Jr.
Mayor, City of Bonney Lake

Approved as to Form:

City Attorney, City of Bonney Lake

Attest/Authenticated:

Town of Eatonville:

Kathy Linnemeyer
Town Clerk, Town of Eatonville

Mike Schaub
Mayor, Town of Eatonville

Approved as to Form:

Gregory Jacoby
Town Attorney, Town of Eatonville