

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SNOQUALMIE AND THE CITY OF ISSAQUAH FOR MUNICIPAL COURT SERVICES AND FACILITIES

RECITALS

A. The City of Snoqualmie (hereafter “Snoqualmie”) is a municipal corporation organized under the laws of the State of Washington.

B. The City of Issaquah (hereafter “Issaquah”) is a municipal corporation organized under the laws of the State of Washington.

C. Each of the parties to this Agreement is authorized under Washington law to create and operate a municipal court pursuant to chapter 3.50 RCW.

D. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

E. RCW 3.62.070, 39.34.180 and 3.50.805 each directly or by implication authorize municipal corporations to enter into interlocal agreements for municipal court services.

F. Issaquah has previously created and currently operates a municipal court pursuant to chapter 3.50 RCW.

G. Snoqualmie intends to create a municipal court pursuant to the provisions of chapter 3.50 RCW.

H. Snoqualmie has determined that a contract with Issaquah 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 and hiring employees.

I. Issaquah is willing to provide these municipal court services to Snoqualmie on the terms and conditions set forth in this Agreement.

J. 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.

AGREEMENT

1. **Purpose of Agreement.** The purpose of this Agreement is to provide for the provision of certain municipal court services by Issaquah to Snoqualmie, through the use of the facilities and personnel of the Issaquah Municipal Court, to the maximum extent permitted by law, for the filing and processing of Snoqualmie's civil, traffic or other infractions and criminal citations; to set forth fees to be paid by Snoqualmie for such services; and to specify the responsibilities of Issaquah and Snoqualmie respectively for such municipal court services.

2. **Formation of Snoqualmie Municipal Court and Appointment of Judge.**

Snoqualmie shall by ordinance create a municipal court pursuant to chapter 3.50 RCW within ninety days after legislative approval and mutual execution of this Agreement by the respective Mayors of the parties. The ordinance creating the Snoqualmie Municipal Court shall include a provision that the salary of the judge of the Snoqualmie Municipal Court shall be as set by Issaquah, and incorporate this Agreement by reference or as an Exhibit. Upon creation of the Snoqualmie Municipal Court, the Mayor of Snoqualmie shall appoint, and the Snoqualmie City Council shall confirm, the currently appointed judge of the Issaquah Municipal Court as judge of the Snoqualmie Municipal Court. The Snoqualmie Municipal Court shall have jurisdiction as

provided in RCW 3.50.020. The effective date of the Snoqualmie Municipal Court for the transaction of business shall be specified as January 1, 2007. A case filed in Issaquah Municipal Court shall continue to be a Snoqualmie Municipal Court case, notwithstanding its filing in the Issaquah Municipal Court.

3. **Filing of Snoqualmie Municipal Court Cases .** Commencing January 1, 2007, all Snoqualmie Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of Snoqualmie’s ordinances, shall be filed in the Issaquah Municipal Court for processing under this Agreement.

4. **Municipal Court Services Provided by Issaquah.** All personnel of the Issaquah Municipal Court, including the Judge, shall be employees of Issaquah, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Issaquah shall provide municipal court facilities and services for the processing of Snoqualmie Municipal Court cases in the same manner and at the same level as Issaquah provides for the same type of cases originating in Issaquah, including but not limited to the following:

4.1 Court Staff. Issaquah shall provide court staff necessary to process all criminal and civil citations filed by Snoqualmie. Issaquah shall provide a level of service the same as that provided for Issaquah cases and that which is necessary for the efficient processing of all municipal cases. By way of illustration and not by limitation, this “processing” shall include the issuance of all summonses, warrants, maintenance of court cases, and processing of all fines and forfeitures for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all Snoqualmie cases filed, or to be filed, by Snoqualmie in

Municipal Court, 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, the duties of municipal court regarding appeals and all local court services imposed by state statute, court rule, Snoqualmie ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the DISCIS/Judicial Information System as appropriate for all municipal cases. Snoqualmie shall be responsible for discovery for all municipal cases.

4.2 Bailiff. Issaquah shall provide a court bailiff to be present in and around the courtroom during the Snoqualmie Calendars.

4.3 Municipal Judge. Issaquah shall appoint a qualified judge or judge pro tem who shall preside over and hear Snoqualmie municipal cases. The Snoqualmie City Administrator may provide input to the Issaquah City Administrator in connection with the selection or reappointment of any municipal judge, provided, the final decision on appointment or reappointment shall be made by Issaquah. The Mayor of Snoqualmie shall appoint and the City Council shall confirm any subsequently appointed or reappointed judge as the judge of the Snoqualmie Municipal Court. Commissioners and judges pro tem of the Issaquah Municipal Court shall be by virtue of such appointment commissioners and judges pro tem of the Snoqualmie Municipal Court.

4.4 Supplies and forms. The City of Issaquah shall provide all forms and paperwork necessary for processing Snoqualmie Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.

4.5 Language Interpretation. The City of Issaquah shall provide and pay for all language interpretation services for defendants.

4.6 Jury Fees. Issaquah shall pay for all jury fees for Snoqualmie Municipal Court cases.

4.7 Collection for Nonpayment. Issaquah will, through the same collection process as is used for Issaquah cases, collect all fines and fees past due for Snoqualmie cases.

4.8 Miscellaneous Equipment, Facility and Utility Costs. Issaquah shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The City of Issaquah shall provide the use of the Issaquah courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Issaquah will be responsible for payment of all utility charges such as power, water, sewer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases.

4.9 Snoqualmie Municipal Court Calendar. A Snoqualmie Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor. Matters heard on the regularly scheduled Snoqualmie municipal calendar shall be pre-trial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials will be scheduled for one day per month. Release hearings and arraignment hearings for Snoqualmie defendants may be held on other days consistent with the procedure for Issaquah arraignments and release hearings.

4.10 Quarterly Reporting. Issaquah will provide to Snoqualmie a quarterly caseload report. The caseload report will provide the following information: Filings by case type, dismissals, number and type of hearings, trial settings and type of trial set, number of cases disposed during report period, number of deferred prosecutions, appeals to superior court and total revenue.

5. Municipal Court Services Provided by Snoqualmie. The following municipal court services shall be provided by Snoqualmie:

5.1 Prosecution and Discovery. Snoqualmie shall be responsible for providing prosecution services for all Snoqualmie Municipal Court cases. Snoqualmie shall provide discovery for its cases. The Snoqualmie prosecutor shall not be required to be present for arraignments, release hearings, contested infractions that are non-accident related or pro se, or infraction mitigation hearings. In addition, defendants held on Snoqualmie charges shall be brought before the Issaquah Municipal Court Judge for first appearances in accordance with state law and in the same manner as defendants held in custody on Issaquah charges.

5.2 Public Defender. Snoqualmie shall provide public defender services and cover all public defense costs for indigent defendants who are charged with violation of Snoqualmie's ordinance and entitled by law to legal counsel at public expense.

5.3 Screening Services. Snoqualmie shall provide screening services to determine whether a Snoqualmie defendant qualifies for public defense services. The Snoqualmie Municipal Court judge may appoint a public defender if it is determined that the defendant is indigent.

5.4 Domestic Violence Advocate Services. Snoqualmie shall be responsible for providing domestic violence advocate services.

5.5 Filing of Citations. Criminal citations and infractions issued by Snoqualmie shall be delivered to the Issaquah Municipal Court clerk for filing in the Snoqualmie Municipal Court within five (5) business days after the violation or issuance of the citation. If a person is booked into a jail facility, Snoqualmie shall fax the citation and police report to the Issaquah Municipal Court clerk no later than 8:00 a.m. the next day.

5.6 Warrants. Whenever Snoqualmie executes a warrant, Snoqualmie shall contact the Issaquah Municipal Court and make a return on the warrant as soon as possible.

5.7 Jail Costs. Snoqualmie shall be responsible for incarceration arrangements for its defendants and the cost for such incarceration.

5.8 Subpoenas. Issuance of all subpoenas shall be the responsibility of the prosecutor or defense counsel. Issaquah shall issue subpoenas for infractions as timely requested by pro se defendants. The court will use the witnesses identified by the police on either the back of the Snoqualmie citation or the police report.

5.9 Witness Fees. Snoqualmie shall pay for all fees for witnesses requested by the Snoqualmie prosecutor.

5.10 Appeals. In the event that Snoqualmie appeals a case, Snoqualmie shall be charged the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings.

5.11 Satellite Court. Snoqualmie may direct Issaquah to hold court at an alternate location of Snoqualmie's choosing in the event of jurisdictional concerns. Snoqualmie shall work with Issaquah to facilitate court logistics. As many administrative duties as possible will continue to be performed at the Issaquah Municipal Court. Issaquah shall increase the filing fees or add a supplemental monthly fee to Snoqualmie to cover additional costs resulting from the satellite court. Issaquah shall notify Snoqualmie of the effective date of the fee changes, which may be immediately. Either party may request mediation as to the amount of this fee change. Snoqualmie shall timely pay the new fees from their effective date even if mediation is requested. In addition, if Snoqualmie has required Issaquah to operate a satellite court, either Snoqualmie or Issaquah shall have the option to terminate this Agreement on six months notice.

6. **Compensation and Other Costs.** Snoqualmie shall compensate Issaquah for providing all services as specified in Section 4 of this Agreement by payment of a filing fee on a per case basis. For each criminal citation, Snoqualmie shall pay Issaquah a filing fee between \$125 and \$153.30. For each traffic, parking or non-traffic infraction, Snoqualmie shall pay Issaquah between \$25 and \$30.66. These amounts shall be finalized prior to the signing of this agreement. These filing fees shall be the sole compensation due Issaquah for all services provided, and shall fully discharge Snoqualmie's obligations for payment of the costs of the Snoqualmie Municipal Court pursuant to RCW 3.50.080. These fees shall be paid regardless of whether the cases are later dismissed without a full adjudication. Snoqualmie shall additionally pay Issaquah all other costs as specified as the responsibility of Snoqualmie in Section 5 hereof.

7. **Payment of Compensation,** Issaquah shall bill Snoqualmie monthly for amounts due under this Agreement. Snoqualmie shall pay the amount due within 45 days of receipt. However, if Snoqualmie has a good faith dispute with the amount of the invoice, Snoqualmie shall pay the non-disputed amount within the time frame set forth in this section.

8. **Adjustment of Filing Fees.** Filing fees payable hereunder shall be subject to adjustment as follows:

8.1 Adjustment for Additional Duties. In the event that Issaquah's duties under this Agreement are enlarged or increased due to local, state, or federal mandates, or new requirements from Snoqualmie, Issaquah may increase the filing fees or add a supplemental monthly fee to Snoqualmie to cover the costs to Snoqualmie for the change. Issaquah shall notify Snoqualmie of the effective date of the fee changes, which may be immediately. Either party may request mediation as to the amount of this fee change. Snoqualmie shall timely pay the new fees from their effective date even if mediation is requested.

8.2 Annual Adjustment. Commencing in 2007 and annually thereafter during the term of this Agreement and any extensions thereof, the parties shall meet on or before June 30 to review the cost of the services provided by Issaquah and the filing fees to be paid by Snoqualmie to fairly compensate Issaquah for such services. The parties shall use best efforts to determine whether an adjustment of 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 Issaquah does not propose a filing fee adjustment prior to September 30, no increase for the next year shall be permitted. If Issaquah does propose a filing

fee adjustment, Snoqualmie may request formal negotiations by notifying Issaquah within 15 days after receipt of the proposed filing fee adjustment. If negotiation does not resolve the issue by November 15, the issue of filing fee adjustment shall be subject to the mediation and arbitration provisions of section 19, Dispute Resolution. The existing filing fees shall remain in effect until the parties reach agreement as to the amount of filing fees or until mediation or arbitration is concluded.

9. Disbursal of Local Court Revenues to Snoqualmie. Pursuant to RCW 3.62.070 and RCW 39.24.180, Snoqualmie shall receive one hundred percent (100%) of Local Court Revenues from Snoqualmie Municipal Court cases, excluding probation revenues received at the municipal court and excluding restitution or reimbursement to Snoqualmie 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 cost recoupment and parking ticket payments derived from Snoqualmie Municipal Court cases after payment of any and all assessments required by state law thereon. Local Court Revenues include all revenues as defined herein received by the Issaquah Municipal Court for Snoqualmie Municipal Court cases as of opening of business January 1, 2007.

10. Factors Considered. In entering into this Interlocal Agreement for municipal court services, Snoqualmie and Issaquah have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

11. **Payment of State Assessments.** Issaquah shall pay on behalf of Snoqualmie all amounts due and owed to the State of Washington relating to Snoqualmie Municipal Court cases filed at Issaquah Municipal Court out of the gross court revenues received by the Issaquah Municipal Court on Snoqualmie Municipal Court cases. Issaquah assumes responsibility for making such payment to the State as agent for Snoqualmie on a timely and accurate basis. As full compensation for providing this service to Snoqualmie, Issaquah shall be entitled to retain any interest earned on these funds prior to payment to the State.

12. **Monthly Reporting and Payment of Local Court Revenues.** Issaquah shall provide Snoqualmie a monthly remittance report and a check or wire transfer for Local Court Revenues no later than 45 business days after the end of each calendar month.

13. **Snoqualmie Ordinances, Rules and Regulations.** In executing this Agreement, Issaquah does not assume liability or responsibility for or in any way release Snoqualmie from any liability or responsibility which arises in whole or in part from the existence or effect of Snoqualmie ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Snoqualmie ordinance, rule, or regulation is at issue, Snoqualmie shall defend the same at its sole expense and if judgment is entered or damages are awarded against Snoqualmie, Issaquah, or both, Snoqualmie shall satisfy the same, including all chargeable costs and attorneys' fees.

14. **Indemnity.** The parties shall each indemnify the other as follows:

14.1 Issaquah Indemnity. Issaquah shall protect, indemnify and save harmless Snoqualmie, its officers, elected officials, agents, volunteers and employees from any and all

costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Issaquah, its officers, employees and agents in performing this Agreements.

14.2 Snoqualmie Indemnity. Snoqualmie shall protect, defend, indemnify and save harmless Issaquah, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of Snoqualmie, its officers, employees or agents in performing this Agreement.

14.3 Survival of Indemnitees. The provisions of 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.

15. **Actions Contesting Agreement**. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Snoqualmie and/or Issaquah to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.

16. **Financing.** There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

17. **Property.** This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

18. **Joint Administrative Board.** No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Administrator for Snoqualmie or his designee, and the City Administrator and Issaquah Municipal Court Judge for Issaquah as a Joint Administrative Board.

19. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the City Administrators of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. 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.

20. **Independent Contractor.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Snoqualmie an Issaquah employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Issaquah employees by virtue of their employment. Nothing in this Agreement shall make any employee of Issaquah a Snoqualmie employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Snoqualmie employees by virtue of their employment. At all times pertinent hereto, employees of Issaquah are acting as Issaquah employees and employees of Snoqualmie are acting as Snoqualmie employees.

19. **Notices.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Issaquah:	City Administrator City of Issaquah 130 E. Sunset Way
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Issaquah, WA 98027

To Snoqualmie:

City Administrator
City of Snoqualmie
P.O. Box 987
Snoqualmie, WA 98065

21. **Partial Invalidity.** 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 provisions hereof, and such other provisions shall remain in full force and effect.

22. **Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable.

23. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

24. **Duration.** The initial term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2009, unless terminated earlier pursuant to section 25 (Termination). 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 accordance with section 25, subject only to mutual agreement as to filing fees, which shall not be subject to section 19, Dispute Resolution, for extensions.

25. **Termination of Agreement.** Either party may give notice of termination for cause based on the breach of any material provision of this Agreement by the other party, provided, the Agreement shall remain in full force and effect until the conclusion of Dispute Resolution pursuant to section 19. Snoqualmie shall provide written notice of its intent to renew or terminate this Agreement without cause not less than 180 days prior to expiration of this Agreement or any renewal thereof. Issaquah shall provide written notice of its intent to terminate this Agreement not less than 180 days prior to expiration of this Agreement or any renewal thereof. In the event of termination of this Agreement or any extension thereof, the parties will work cooperatively to ensure the orderly transition of cases from Issaquah Municipal Court to the new venue. If appropriate, this transition may involve compensation, on a case-by-case basis, for cases left “open” after termination of this agreement and after transition to the new venue.

27. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution.

28. **General Provisions.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. Failure of a party to declare any breach or default immediately

upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this _____ day of _____, 2006.

CITY OF ISSAQUAH

CITY OF SNOQUALMIE

By _____
Ava Frisinger, Mayor

Matthew R. Larson, Mayor

By direction of the City Council
Taken _____

By direction of the City Council
Taken _____

Attest:

Attest:

City Clerk

City Clerk

Approved as to Form:

Approved as to Form:

Wayne Tanaka, City Attorney

Patrick B. Anderson, City Attorney