

**RESOLUTION NO. 3011**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE FOR THE PROVISIONS OF COMMUNITY COURT SERVICES FOR PURPOSES OF EXECUTION OF GRANT AGREEMENT – GRT22430 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS AND BONNEY LAKE COMMUNITY COURT.**

**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 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the "Community Court") in the amount of \$395,293 authorized by Senate Bill 5476; and

**WHEREAS,** the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

**WHEREAS,** on that basis, Bonney Lake has executed Grant Agreement GRT22430 (the "AOC" Grant Agreement) with AOC and binding the Parties to the terms and conditions of that agreement.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Bonney Lake does hereby authorize the Judge to sign an Interlocal agreement with the City of Sumner for municipal court services.

**PASSED** by the City Council this 25<sup>th</sup> day of January, 2022.

DocuSigned by:

*Michael McCullough*

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Michael McCullough, Mayor

**AUTHENTICATED:**

DocuSigned by:  
*Sadie A. Schaneman*

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Sadie A. Schaneman, CMC, City Clerk

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
CITY OF BONNEY LAKE, WASHINGTON  
AND  
CITY OF SUMNER**

**THIS AGREEMENT** is entered into this 25<sup>th</sup> day of January 2022, by and between the City of Bonney Lake (“Bonney Lake”) and the City of Sumner (“Sumner”), and they are the Washington State Municipal Corporations (collectively the “Parties”).

**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 2021, the Bonney Lake Municipal Court and the Sumner Municipal Court were jointly awarded a grant from the Washington State Administrative Office of the Courts (AOC) for a Community Based Therapeutic Court (the “Community Court”) in the amount of \$395,293 authorized by Senate Bill 5476; and

**WHEREAS**, Bonney Lake has historically, by separate agreement, provided Sumner with municipal court services, and hereby agrees to expand those services to include community court under the terms and conditions of this agreement; and

**WHEREAS**, the Bonney Lake Municipal Court is the entity required by AOC to administer and process the grant funding on behalf of both Bonney Lake and Sumner; and

**WHEREAS**, on that basis, Bonney Lake will execute Grant Agreement – GRT22430 (the “AOC Grant Agreement”) with AOC binding the Parties to the terms and conditions of that 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:

**1. General.**

1.1 **Purpose.** The purpose of this Agreement is to supplement the Interlocal Agreement between the Parties for the provision of municipal court services and the AOC Grant Agreement, which are attached hereto as Exhibits A and B respectively and incorporated as if fully set forth, and further proscribe the terms and conditions upon which the Parties shall be obligated with regard to the implementation and execution of the Community Court and grant funds.

1.2 **Administration.** The Bonney Lake Court Administrator shall be the “Contractor” and hold the duties of “Contractor” as outlined in the AOC

Grant Agreement. The Bonney Lake Court Administrator shall be responsible for the administration of this Agreement and provide all required documentation of the Community Court to AOC.

- 1.3 **AOC Contact.** Either party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by Section 18 of the AOC Grant Agreement.

## 2. **Obligations of the Parties.**

- 2.1 **Community Court Services.** As set forth in this Agreement, Bonney Lake shall provide Community Court services to Sumner participants on the same basis as is provided to Bonney Lake Community Court participants.

- 2.2 **Court Staff.** Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner Community Court cases. Bonney Lake shall provide all other court staff and services, including but not limited to: a case manager to process Sumner participants; court clerks and a court administrator to process and administer all Sumner Community Court cases; and transportation and resource referrals to Sumner participants.

- 2.2.1 Bonney Lake will continue to provide Sumner with one dedicated court clerk whose primary duty is to process Sumner cases, which will provide a single point of contact for Sumner staff and help create efficiencies and consistency for both jurisdictions but shall also provide for backup when necessary. Bonney Lake shall ensure that Bonney Lake and Sumner Community Court cases are processed in the same manner.

- 2.3 **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 the AOC Grant Agreement, within 24 hours of said remittance to AOC.

## 3. **Compensation and Payment.**

- 3.1 **Cost Categories.** Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in the AOC Grant Agreement need to be adjusted.
- 3.2 **Prosecution and Defense.** If the prosecution or defense duties and accompanying costs under this Agreement are expanded or increased by either party, Bonney Lake agrees to make authorized adjustments to the compensation and payment categories outlined in the AOC Grant Agreement for those services, and the Parties agree to negotiate a reasonable increase in grant compensation to cover the costs for the

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 8 (Dispute Resolution) of this Agreement.

- 3.3 **Periodic Adjustments.** Bonney Lake agrees to engage in no less than quarterly reviews of the functionality of the Community Court and will discuss any relevant topics or needs for adjustments in administration or costs. All stakeholders from both Parties shall be invited to these quarterly meetings.
4. **Duration.** The initial term of this agreement shall commence on February 14, 2022, and shall expire on June 30, 2023 unless terminated earlier pursuant to Section 8 of this Agreement. Should the Parties receive additional grant funding to support the Community Court beyond June 2023, the Parties may renew this Agreement for additional terms upon mutually agreeable terms and conditions.
5. **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 one (1) year prior to expiration of this Agreement or any renewal thereof. If the agreement is terminated by either party, Bonney Lake agrees to work cooperatively with Sumner to ensure the orderly transition of cases from Bonney Lake Community Court to the new venue. Additionally, the Parties must abide by the termination terms and conditions in section 10 of the AOC Grant Agreement.
6. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Auditor's office upon full execution, or, in lieu of recording, published electronically on the website of either party.
7. **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.

8. **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.
9. **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. 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.
10. **Notice.** Any notice as required by agreement shall be made to the contact person listed below:

City of Bonney Lake	City of Sumner	AOC Project Manager
Katheryn Seymour Bonney Lake Court Administrator 9002 Main St. E. Ste 100 Bonney Lake, WA 98391 <a href="mailto:seymourk@cobl.us">seymourk@cobl.us</a> 253-447-4303	Noel Clark Sumner Legal Services Coordinator 1104 Maple St. Sumner, WA 98390 <a href="mailto:noelc@sumnerwa.gov">noelc@sumnerwa.gov</a> 252-299-5610	Stephanie Oyler P.O. Box 41170 Olympia, WA 98504 <a href="mailto:stephanie.oyler@courts.wa.gov">stephanie.oyler@courts.wa.gov</a> 360-890-0901

11. **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.
12. **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.
13. **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.

14. **Entire Agreement.** The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement, the AOC Grant Agreement, and the Interlocal Agreement between the Parties related to Municipal Court services. 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.

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

Dated this 25th day of January 2022.

**CITY OF BONNEY LAKE**

DocuSigned by:  
By Michael McCullough  
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Its Mayor

**CITY OF SUMNER**

DocuSigned by:  
By Kathy Hayden  
3420A672F5264FD...  
Its Mayor

**APPROVED AS TO FORM:**

DocuSigned by:  
Kathleen Haggard  
80F7D25886F84A3...  
Kathleen Haggard, City Attorney

**APPROVED AS TO FORM:**

DocuSigned by:  
Andrea Marquez  
20517410A6DD48A...  
Andrea Marquez, City Attorney

**Attest/Authenticated:**

DocuSigned by:  
Sadie A. Schaneman  
3E60DC4554BC451...  
Sadie Schaneman, City Clerk

**Attest/Authenticated:**

DocuSigned by:  
Michelle Converse  
9BA22DE678484B1...  
Michelle Converse, City Clerk