

RESOLUTION NO. 3010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF SUMNER FOR MUNICIPAL COURT SERVICES.

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 2015, Sumner and Bonney lake signed an Interlocal agreement in which Bonney lake agreed to provide municipal court services to Sumner; and


WHEREAS, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement;

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

PASSED by the City Council this 25th day of January, 2022.

DocuSigned by:

1B2943E7C84848A
Michael McCullough, Mayor

AUTHENTICATED:

DocuSigned by:

3E69DC45B4BC451
Sadie A. Schaneman, CMC, City Clerk

**INTERLOCAL AGREEMENT
BY AND BETWEEN
CITY OF BONNEY LAKE, WASHINGTON AND
CITY OF SUMNER
FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS AGREEMENT is entered into this 25th 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, 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 2015, Sumner and Bonney Lake signed an interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner; and

Whereas, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this 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. **Purpose.** The purpose of this Agreement is to provide for certain municipal court services by Bonney Lake to Sumner 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 Sumner's civil, traffic or other infractions, criminal citations, impound hearings, drug forfeiture hearings and potentially dangerous/dangerous dog appeal hearings; to set forth fees to be paid by Sumner; and to specify the responsibilities of Bonney Lake and Sumner 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. **Filing and Assumption of Sumner Municipal Court Cases.**
 - 3.1. For purposes of this Agreement, a case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will be identified as a case of Sumner.
 - 3.2. **Archived Cases.** Sumner shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date.

4. **Municipal Court Services Performed By Bonney Lake.** As set forth in this Agreement, Bonney Lake shall provide municipal court facilities and services for the processing of Sumner 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.
 - 4.1 **Court Staff.** Except as Sumner may elect hereafter, Sumner shall provide its judge, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner cases. Bonney Lake shall provide all other court staff, including clerks and court administrator, to process and adjudicate all criminal citations and civil citations filed by Sumner. Sumner shall have no less than 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. Bonney Lake shall ensure that all court clerks are cross trained to be able to adequately process cases and address matters involving Bonney Lake or Sumner. By way of illustration and not by limitations, this "processing" shall include the issuance of all summons, warrants, maintenance of court cases including timely and accurate calendaring and docketing, and processing of all fines and forfeitures for municipal cases. Processing shall include filing, adjudication and penalty enforcement of all Sumner 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.
 - 4.2 **Probation.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner.
 - 4.3 **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, printers, dependable wi-fi access, 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.
 - 4.4 **Court Security.** Bonney Lake shall provide all necessary security for the courtroom, including an armed bailiff with the ability and commission authority to take out-of-custody defendants into custody when ordered by the court, and in the absence of Sumner's CSO. This shall not, however, include security or supervision specifically for defendants that are present in the courtroom and are in the otherwise active custody of any law enforcement agency, prison, or jail in which case Sumner is required to provide transportation, security and supervision for its in-custody docket defendants while in court.

- 4.5 **Supplies and Forms.** Bonney Lake shall provide for all forms and paperwork necessary for processing Sumner 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.
 - 4.6 **Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Sumner Municipal Court and deliver these payments to Sumner on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is specifically permitted.
 - 4.7 **Monthly Performance and Remittance Reports.** Bonney Lake shall provide to Sumner 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.
5. **Sumner Duties and Costs.** The following municipal court duties and costs shall be the responsibility of the City of Sumner:
 - 5.1 **Warrants.** Whenever Sumner executes a warrant, Sumner shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.
 - 5.2 **Jail Costs.** Sumner 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 Sumner defendants. Sumner shall be responsible for prisoner transports to and from Bonney Lake Municipal Court.
 - 5.3 **Appeals.**
 - A. In the event that Sumner determines to appeal a case on behalf of the City of Sumner, Sumner will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Sumner City Attorney to handle the case. Sumner shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.
 - B. If a defendant files an appeal on a Sumner case, Bonney Lake will prepare the case for the appeal and the Sumner Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the

superior court that an appeal has been filed and prepare the case record. Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Sumner shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.

- 5.4 **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.
- 5.5 **Jury Fees.** Sumner shall be responsible for paying for all jury fees for Sumner Municipal Court cases. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Sumner to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round trip mileage paid at the state per diem For Sumner 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; however, should a charge be implemented, Sumner shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Sumner zip code and possibly neighboring zip codes if needed).
- 5.6 **Interpreter Services.** Sumner shall pay for all language interpretation services required for defendants in Sumner Municipal Court cases.
- 5.7 **Video arraignments.** The Parties shall agree upon cost sharing arrangements for video arraignment services should the Parties elect to utilize such services.
- 5.8 **Public Defender Services.** If during the term of this agreement Sumner elects to contract for Public Defender Services with Bonney Lake, Sumner will pay the per case fee as outlined in the current (at time of assignment) Bonney Lake public defender contract (currently \$250.00 per case) plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.3.
 - A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
 - B. In addition to the per case fee, Sumner shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
 - 1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense,

prosecuting attorney making this charge or court files pertaining to the underlying case;

2. Non-Routine Expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
5. Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.

5.9 **Transport Services.** Sumner shall be responsible for transporting Sumner defendants back and forth between jail and Municipal Court.

6. **Compensation.**

- 6.1 **Fee.** Sumner shall primarily compensate Bonney Lake for providing municipal court services quarterly based on an annual fee, adjusted annually based upon June figures, and limited to no more than 4% and no less than 2% annual adjustment. These fees are in addition to specific interpreter, and other fees described in this agreement. The fees shall be paid regardless of whether the cases are later dismissed without a full adjudication, with the exception of filing errors (e.g., voided infractions/citations or cases filed with the wrong court).
- 6.2 **Prosecution Services.** If either City elects to utilize the other's prosecution services for more than three consecutive court days, the City utilizing the service shall pay a flat rate of \$500 per day.
7. **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, the parties agree to negotiate a reasonable increase in the fees or a supplemental fee 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 15 (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.
8. **Periodic Adjustments.** Commencing two (2) years after the effective date of this agreement, either Sumner 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 15 (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. **Disbursal of Local Court Revenues to Sumner.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner shall receive one hundred percent (100%) of Local Court Revenues from Sumner Municipal Court cases to include NSF returned check fees, and monitoring fees (bench probation/SOC monitoring) and restitution or reimbursement to Sumner excluding crime victims, or other restitution as may be awarded by a judge. Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Sumner Municipal Court cases after payment of any and all assessments required by state law thereon. Sumner shall reimburse Bonney Lake for Active Probation Costs and cost for copies and or fees for copies of recordings.

10. **Payment of State and County Assessments.** Sumner shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Sumner Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Sumner Municipal Court cases.
11. **Duration.** Services under this Agreement shall commence January 1, 2022, and shall expire on December 31, 2023, The Duration of the Agreement shall thereafter automatically renew for successive two (2) year terms unless terminated earlier by either party pursuant to Section 12 of this Agreement.
12. **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 Municipal Court to the new venue.
13. **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.
14. **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.

15. **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.
16. **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.
17. **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:
- | | |
|---|--|
| <p>To Bonney Lake:
 City of Bonney Lake
 Mayor
 PO Box 7380
 Bonney Lake, WA 98391</p> | <p>To Sumner:
 City of Sumner
 Mayor
 1104 Maple Street
 Sumner, WA 98390</p> |
|---|--|
18. **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.
19. **Insurance.** Each party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.
20. **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.
21. **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.

22. **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, provided that if the parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change. 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
1B2943E7E04048A
Its Mayor

CITY OF SUMNER

DocuSigned by:
By Kathy Hayden
3420AB72F52E4FD
Its Mayor

APPROVED AS TO FORM:

DocuSigned by:
Kathleen Haggard
80F7D25886FD4A3
Kathleen Haggard, City Attorney

APPROVED AS TO FORM:

DocuSigned by:
Andrea Marquez
20517440A6DD40A
Andrea Marquez, City Attorney

Attest/Authenticated:

DocuSigned by:
Sadie A. Schaneman
3E60DE45B4BC451
Sadie Schaneman, City Clerk

Attest/Authenticated:

DocuSigned by:
Michelle Converse
0BA22DE678404D1
Michelle Converse, City Clerk