

INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY AND THE CITY OF MEDICAL LAKE FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND FACILITIES

This Agreement is made and entered into this 24 day of January 2017 ("**Effective Date**"), by and between the City of Cheney, a Washington non-charter code city ("**Cheney**"), and the City of Medical Lake, a Washington non-charter code city ("**Medical Lake**") with Cheney and Medical Lake jointly referred to as "**Parties**".

- A. The City of Cheney has organized a municipal court pursuant to RCW Chapter 3.50, as amended, to include appointment of a municipal judge and other judicial officers as necessary to perform the functions and duties prescribed in both the Cheney Municipal Code Chapter 2.51 and RCW Chapter 3.50.
- B. Through interlocal agreement entitled "Interlocal Judicial Cooperation Agreement between Spokane County and the City of Cheney (January 1, 2014-December 31, 2018)" the City obtains judicial services from the Spokane County District Court through appointment of a District Court judge pursuant to RCW 3.50.040 and RCW 3.34.070.
- C. The City of Medical Lake desires to obtain municipal court services and the use of facilities from Cheney to adjudicate criminal charges, civil matters and infractions in conformance with Medical Lake Ordinances, state law, court rules, and other governmental authorities. Attached as Attachment 1, is the City of Cheney Proposal submitted to Medical Lake.
- D. The Parties are authorized under RCW Chapter 3.50.805 and RCW 39.34.180 to enter into this Interlocal Agreement for the provision of municipal court services, subject to the terms and conditions set forth herein.
- E. The parties entered into the "INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY AND THE CITY OF MEDICAL LAKE FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND FACILITIES" on October 14, 2014 (as used herein, the "**Interlocal Agreement**" or "**Original Agreement**"), for the purpose of providing services as described therein.
- F. To further the interests of the parties on November 10, 2015, the parties entered into the "ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY AND THE CITY OF MEDICAL LAKE FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND FACILITIES" ("**Addendum**") that made arrangements for the parties to provide courtroom security, including an allocation of costs and responsibilities.
- G. The parties are desirous of continuing the arrangement set forth in the Original Agreement and Addendum and enter into this agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed as follows:

1. Purpose. The purpose of this Interlocal Agreement ("**Agreement**") is to provide municipal court services to the City of Medical Lake, including facilities, materials, and personnel as reasonably necessary to adjudicate criminal charges, civil matters and infractions in conformance with Medical Lake Ordinances, state law, court rules, and other governmental authorities.
2. Administration. The City of Cheney Municipal Court Judge and its Court Administrator shall be responsible for the administration of this Agreement. Medical Lake designates its City Administrator to be responsible for coordinating and monitoring the performance under this Agreement. The Parties further acknowledge and shall take all action, as necessary, to operate and deliver municipal services pursuant to RCW Chapter 3.50.
3. Duties of Cheney. Cheney shall perform the following duties on behalf of Medical Lake:
 - (a) Provide municipal court services for Medical Lake. For the purpose of this Agreement, "municipal court services" shall include all municipal court services currently performed by Cheney Municipal Court including, filing, processing, adjudication, enforcement, collection of fees, fines, penalties, costs and restitution for all Medical Lake cases filed, by Medical Lake in Cheney Municipal Court. This includes, but is not limited to, issuance of search and arrest warrants, issuance of subpoenas for non-criminal traffic citations to an officer or radar expert on behalf of a defendant when a timely and written request is submitted in conformance with court rules, motion and evidentiary hearings, pre-trial procedures, bench trials, jury trials, presentence investigations, sentencing, post-trial motions, and court security. The municipal court services shall be provided at a level of service commensurate with the services provided for Cheney.
 - (b) Provide the Municipal Court Judge, Pro Tem Judge(s), Court Administrator, Court Commissioner, and support staff.
 - (c) Compensate the Municipal Court Judge(s) and Pro Tem Judge(s), according to the terms of the Interlocal Agreement with Spokane County District Court.
 - (d) Accept all criminal misdemeanor, infraction, and civil filings and timely process and adjudicate the same.
 - (e) Accept and account for all payments relating to criminal and infraction cases including penalties, fines, bail forfeitures, fees, and costs and deliver, as appropriate, payment to Medical Lake on a monthly basis. Medical Lake will be responsible for payment of appropriate local and state allocations.
 - (f) Provide collection services (which may include retaining a collection agency) to collect court-mandated costs and assessments.
 - (g) Provide probation services, which include pretrial evaluation, compliance monitoring, and individual accountability which shall be paid for by the defendant.
 - (h) Provide an annual report which includes the following information:

- (1) Report of the total case filings by case type;
 - (2) Number and type of hearings held;
 - (3) Case Disposition Report with number of cases (by case type) dismissed, deferred, or otherwise resolved during report period; and
 - (4) Number of cases by case type on probation at each probation level.
- (i) In the event that Cheney's duties under this Agreement are enlarged or increased due to state mandates or new requirements from Medical Lake, Cheney may increase the filing fees or add a supplemental monthly fee payable by Medical Lake to cover the costs incurred when providing services to Medical Lake. Cheney will notify Medical Lake of the effective date of the fee changes, which may be immediate or retroactive as required by law. Either party may request mediation as to the amount of this fee change. Medical Lake shall timely pay the new fees from their effective date even if mediation is requested.

4. Duties of Medical Lake. Medical Lake shall perform the following duties:

- (a) Prosecution. Medical Lake shall be responsible for providing and paying the cost of prosecution services (including an attorney) for all misdemeanors, gross misdemeanors, and infractions that are filed by Medical Lake. The attorney shall provide discovery and subpoena witnesses for its cases.
- (b) Public Defense. Provide public defense services (including an attorney) for Medical Lake cases and pay all public defense costs for indigent defendants who are charged with misdemeanors and gross misdemeanors in its jurisdiction. Public defender services shall comply with the provisions of RCW 10.101 and all applicable Court Rules adopted by the Washington State Supreme Court, including providing all necessary reports to the Administrator of Courts, with copies to Medical Lake.
- (c) First Appearance for Incarcerated Persons. Medical Lake shall make arrangements with Spokane County to provide court, prosecution and defense services for persons who are incarcerated in the Spokane County Jail or other facility to include first appearances pursuant to the Criminal Rules for Courts of Limited Jurisdiction (CrRLJ) 3.1 through 3.2.1.
- (d) Domestic Violence Advocate. Medical Lake shall be responsible for providing domestic violence advocate services unless such services are provided at no cost to Cheney.
- (e) Municipal Judge, Pro Tem(s), and Court Commissioner(s). The Mayor of Medical Lake (with City Council confirmation) will appoint the Cheney Municipal Judge as the Medical Lake Presiding Municipal Judge. The Cheney Municipal Judge may appoint Judge Pro Tem(s) and Commissioner (s)/Administrator as needed.

- (f) Filing of Tickets. Criminal citations and infractions issued by Medical Lake shall be filed with the Cheney Court within five (5) business days after the violation or ticket issuance in accordance with Court Rules. If a person is booked in to a jail facility, the Medical Lake Police will fax (or email) the police report and a copy of the citation unless the citation is a SECTOR electronic ticket, to the Cheney Municipal Court no later than 8:00 AM the next day.
 - (g) Warrants. Whenever Medical Lake executes a Medical Lake warrant, Medical Lake shall contact the Cheney Municipal Court and make a return on the warrant as soon as possible.
 - (h) Jail Costs. Medical Lake is responsible for incarceration of defendants and persons convicted of crimes to include paying the cost for such incarceration or costs associated with jail alternatives ordered by the Cheney Municipal Judge or Commissioner.
 - (i) Interpreter. Medical Lake is responsible to pay the actual costs and fees incurred for language interpreters, as ordered or required by the Court. .
 - (j) Witness Fees. Reimburse Cheney for the actual cost of witness fees that are subpoenaed for Medical Lake cases.
 - (k) Jury Fees. Reimburse Cheney for the actual cost of \$10 per diem plus mileage (as revised by the State of Washington) for each juror summoned to appear for jury trials adjudicating Medical Lake cases. Jury management, summons, and bailiff duties are included in administrative court costs. The above cost shall automatically adjust in accordance with state law.
 - (l) Appeals. Medical Lake shall pay the costs and fees, including public defender fees, associated with a notice of appeal for preparing and/or copying the record of proceedings.
 - (m) Court Security. The employee costs, including wages and benefits, to provide court room security in the Cheney Municipal Court shall be shared equally between Cheney and Medical Lake. Should Medical Lake provide security personnel, the hourly wages paid by Medical Lake to its security personnel, as reported to the Municipal Court, shall be deducted from the Cost of Service payable to Cheney.
5. Medical Lake Municipal Court. Pursuant to RCW 3.50.805 and RCW 39.34.180, Cheney and Medical Lake are authorized to enter into this Agreement, whereby Medical Lake designates the Cheney Municipal Court to operate as the municipal court for Medical Lake. A case filed by Medical Lake in Cheney Municipal Court will be identified as a Medical Lake case.
- (a) Municipal Judge. It is understood the appointed Municipal Court Judge shall be qualified in accordance with state law, including being admitted to practice law under the laws of the State of Washington.

- (b) Court Administrator. Medical Lake hereby accepts the appointed Court Administrator and all court employees as the persons who will manage and operate the municipal court.
- (c) Salary. Compensation for the Municipal Court Judge is established by Interlocal Agreement with Spokane County. Compensation for the Court Administrator and court employees shall be established by the City of Cheney.

6. Duration and Termination. The Agreement shall take effect on January 1, 2017 or as soon thereafter as all of the following events have occurred ("**Commencement Date**"):

- (a) Approval of the Agreement by the official action of the governing bodies of each of the Parties;
- (b) Execution of the Agreement by the duly authorized representative of each of the Parties; and
- (c) Filing a copy of this Agreement as required by RCW 39.34.040.

The term of this Agreement shall be from the Commencement Date to December 31, 2021 ("**Initial Term**") and may thereafter be extended by notice and agreement of the Parties ("**Extension Term**"). If the Parties fail to provide notice of termination (as set forth below) or reach agreement on an extension, this Agreement shall be automatically extended for another year.

At least ninety (90) days prior to expiration of the Initial Term or any Extension Term, the Parties shall meet and confer for the purpose of reviewing and adjusting the Cost of Service (see section 7, below). If the Parties are unable to agree upon an adjustment to the Cost of Service, a Party may seek arbitration pursuant to RCW 3.50.805 provided such arbitration award shall not be less than the amount determined through the Cost Methodology (see section 7, below). Either party may terminate this Agreement by written notice of termination to the other party delivered by regular mail to the contact person identified herein. Said termination shall become effective no sooner than one-hundred eighty (180) days from the date of receipt of said written notice in conformance with RCW 3.50.805.

7. Cost of Service and Payments. For the services set forth herein, Medical Lake shall pay Cheney the amount \$59,000 per year ("**Cost of Service**") (as adjusted) regardless of whether the cases are dismissed, compromised or deferred prior to trial. In the event the Cheney City Council funds a part time deputy clerk position to perform Court services, the Cost of Service shall be \$63,000 per year. This adjusted Cost of Service shall occur automatically and be prorated over a twelve (12) month period.

In addition to the above, the parties agree that the Cost of Service shall be adjusted annually based upon an agreed pro rata formula if in any given year ~~the 2017~~ case filings either increase or decrease by more than 20% ("**Cost of Service Adjustment**") from the 2016 case filings. Such pro rata formula may consist of dividing the Cost of Service by the number of cases to obtain a cost per case. As required, the parties shall meet, confer and

settle upon a Cost of Service Adjustment no later than January 31, 2018, for services delivered in 2017 and each year thereafter.

On a quarterly basis, Cheney shall bill Medical Lake for amounts due under this Agreement. Medical Lake shall pay the amount due within fifteen (15) days of receipt. If Medical Lake has a good faith dispute with the amount of the invoice, Medical Lake shall pay the non-disputed amount and the Parties shall, within five (5) days, meet and confer to resolve the dispute.

8. Compensation for Court Costs. Pursuant to RCW 3.50.100, Medical Lake shall receive 100% of Local Court Revenues from Medical Lake cases, excluding probation fees and other revenue related to the Cheney Municipal Court. "**Local Court Revenues**" include all fines, forfeited bail, penalties, court cost recoupment and payments received as a result of Medical Lake cases, subject to, payment of any and all assessments required by state law. Local Court Revenues exclude restitution or reimbursement to Medical Lake, a crime victim or other party. The fees and costs of prosecutor shall be paid directly by the city incurring the cost. Public Defense costs associated with an appeal to Spokane County Superior Court, expert witness fees, and investigative services shall be paid by the city incurring the cost.
 - (a) In entering into this Agreement for Municipal Court Services, Medical Lake and Cheney have considered, pursuant to RCW 3.50.805 and 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.
9. Payment of State Assessments. Medical Lake will pay all amounts due and owed to the State of Washington relating to Medical Lake cases filed at Cheney Municipal Court out of the gross court revenues received by Cheney Municipal Court for Medical Lake cases. Cheney assumes no responsibility for making such payment to the State.
10. Monthly Reporting and Monthly Payment to City. Cheney shall provide to Medical Lake a monthly remittance report and a check or wire transfer for Local Court Revenues no later than fifteen (15) business days after the end of the calendar month. In addition, Cheney will provide to Medical Lake an annual report listing Medical Lake cases filed with Cheney Municipal Court.
11. Indemnification.
 - (a) Medical Lake Ordinances, Rules and Regulations. In executing this Agreement, Cheney does not assume liability or responsibility for or release Medical Lake from any liability or responsibility which arises in whole or in part from the existence or effect of Medical Lake ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Medical Lake ordinance, rule, or regulation is at issue, Medical Lake shall defend the same at its sole expense and if judgment is entered or damages are awarded against Medical Lake, Cheney, or both, Medical Lake shall satisfy the same, including all chargeable costs and attorneys' fees.

- (b) Medical Lake Indemnification of Cheney. Medical Lake shall indemnify, defend, and hold harmless Cheney, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for personal injury, or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Medical Lake's acts, errors or omissions with respect to the subject matter of this agreement; provided, however,
- (i) Medical Lake's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Cheney, its officers, agents or employees; and
 - (ii) Medical Lake's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Medical Lake and Cheney shall apply only to the extent that Medical Lake's actions or negligence caused or contributed thereto.
- (c) Cheney Indemnification of Medical Lake. Cheney shall indemnify, defend, and hold harmless Medical Lake, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for personal injury, or death of persons (including employees of Cheney), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Cheney' acts, errors or omissions with respect to the subject matter of this agreement; provided, however
- (i) Cheney's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole negligence of Medical Lake, its officers, agent or employees; and
 - (ii) (ii) Cheney' obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Cheney and Medical Lake shall apply only to the extent that Cheney' actions or negligence caused or contributed thereto.
- (d) Indemnification for Events Occurring Prior to Termination of Court Services. The obligation to indemnify, defend and hold harmless for those injuries provided for in this Section extends to those events occurring prior to the termination of court services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day court services are provided under this Agreement. The obligation of a party to indemnify, defend, and hold

harmless under Sections 10 (b) and 10 (c) shall survive termination of this Agreement for any event that occurred prior to such termination.

12. 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 Medical Lake and/or Cheney 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 provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

13. 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 Medical Lake a Cheney' 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 Cheney' employees by virtue of their employment. Nothing in this Agreement shall make any employee of Cheney a Medical Lake 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 Medical Lake employees by virtue of their employment. At all times pertinent hereto, employees of Cheney are acting as Cheney employees and employees of Medical Lake are acting as Medical Lake employees.

14. Notice. 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 Cheney: Terri Cooper, Court Administrator/Commissioner
611 2nd Street
Cheney, WA 99004

With a copy to: Tom Trulove, Mayor
609 2nd Street
Cheney, WA 99004

To Medical Lake: Doug Ross, City Administrator
P.O. Box 369
Medical Lake, WA 99022

With a copy to: John Higgins, Mayor
P.O. Box 369
Medical Lake, WA 99022

15. 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. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

16. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
17. 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.
18. Mediation/Arbitration Clause. 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 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. The Arbitration shall be final and binding pursuant to RCW Chapter 7.04A.

DATED the year and date first set forth above..

CITY OF CHENEY

By: 

Tom Trulove, Mayor

Attest:


City Clerk, Cindy Niemeier

Approved as to Form:


City Attorney

CITY OF MEDICAL LAKE

By: 

John Higgins, Mayor

Attest:


City Finance Manager, Karen Langford

Approved as to Form:


City Attorney