

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT  
BETWEEN YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR  
MUNICIPAL COURT SERVICES**

**WHEREAS**, the Grandview City Council decided to contract out the Grandview Municipal Court Services to the Yakima County District Court as of February 1, 2007; and

**WHEREAS**, said contract will expire on December 31, 2016; and

**WHEREAS**, the City of Grandview wishes to continue said Interlocal Agreement,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON**, as follows:

The Mayor is hereby authorized to enter into an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2017.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND  
THE CITY OF GRANDVIEW FOR MUNICIPAL COURT SERVICES**

THE INTERLOCAL AGREEMENT (the "Agreement"), made and entered into the 31<sup>st</sup> day of December, 2016, by and between the City of Grandview, a municipal corporation of the State of Washington and Yakima County, a Washington County organized under the laws of the State of Washington, collectively Grandview and Yakima County are referred to as the "Parties."

WHEREAS, Grandview is an optional code City and is authorized under Washington Law (Ch. 3.50 RCW) to operate a Municipal Court, and

WHEREAS, RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and that the City must carry out these responsibilities through the use of their own court, staff, and facilities or by entering into contracts or interlocal agreements under this chapter to provide these services, and

WHEREAS, RCW 3.50.815, provides that cities may meet their responsibilities imposed pursuant to RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services, and

WHEREAS, RCW 3.50.020, provides that a hosting jurisdiction shall have exclusive original criminal and other jurisdiction for all matters filed by a contracting city under the contracting city's ordinances, and

WHEREAS, Grandview desires to contract with Yakima County to provide extraterritorial municipal court services and facilities for such services, and

WHEREAS, the Parties desire to enter into this Agreement providing municipal court services and facilities by Yakima County as the hosting jurisdiction to Grandview as the contracting city, and

WHEREAS, the Parties have considered the anticipated costs of services and anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding and state authorized sales tax funding levied for criminal justice purposes;

NOW, THEREFORE, in consideration of the terms and provisions hereof, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, it is mutually agreed by and between Yakima County and Grandview as follows:

**1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for the processing of Grandview criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Yakima County District Court, to set the cost for court services to be paid by Grandview and to enumerate the court services to be provided by Yakima County as the hosting jurisdiction. It is the intent of the Parties that Yakima County act as the hosting jurisdiction to Grandview as the contracting city in order that Grandview may comply with its obligations pursuant to RCW

39.34.180 to adjudicate and prosecute criminal offenses and civil and traffic infractions arising from violations of the Grandview Municipal Code within the jurisdictional boundaries of the city of Grandview. It is further the intent of the Parties that, for the term of this Agreement, Yakima County District Court shall have exclusive original jurisdiction over all criminal offenses and traffic infractions arising from violations of the Grandview Municipal Code as provided for pursuant to RCW 3.50.020. In entering into this Interlocal Agreement for municipal court services, the Parties 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.

**2. ASSUMPTION OF JURISDICTION.** The Parties understand that pursuant to RCW 3.50.815 a city may, in lieu of establishing a municipal court pursuant to Chapter 3.50 RCW, enter into an interlocal municipal court services agreement with a county that has a District Court. The Parties further understand that the hosting jurisdiction will be conferred exclusive jurisdiction over all criminal offenses and traffic infractions arising from violations of Grandview municipal ordinances and that Yakima County, as the hosting jurisdiction, will operate as the Grandview Municipal Court during the term of this Agreement. The City of Grandview shall by ordinance designate Yakima County District Court as having assumed exclusive original jurisdiction over violations of the Grandview Municipal Code pursuant to this Agreement effective upon the Commencement Date. A case filed in Grandview Municipal Court shall continue to be a Grandview Municipal Court, notwithstanding its filing in the Yakima County District Court.

**3. COMMENCEMENT DATE.** This Agreement shall commence on January 1, 2017 and be in effect from January 1, 2017 through midnight on December 31, 2021.

**4. MUNICIPAL COURT SERVICES.** Commencing on the Commencement Date, Yakima County shall provide timely and efficient court services in the Grandview Municipal Court for all municipal cases.

a. Municipal Court Services. The following court services shall be provided by Yakima County under this Agreement:

1. **Court Rules.** All court proceedings undertaken pursuant to this Agreement shall be conducted in conformity with the Rules of General Application, the Criminal Rules for Courts of Limited Jurisdiction, and the Infraction Rules for Courts of Limited Jurisdiction and the local rules of the Yakima County District Court.

2. **Court Staff.** Yakima County shall provide court staff necessary to timely and efficiently process all criminal and infraction cases filed by Grandview. Yakima County shall provide a level of service the same as that provided for Yakima County cases and that which is necessary for the efficient processing of all municipal cases.

3. **Supplies and Forms.** Yakima County shall provide all court forms and paperwork necessary for the processing of Grandview Municipal Court cases.

4. **Language Interpretation.** Yakima County shall provide and pay for all language interpretation services for Grandview Municipal Court defendants.

5. **Jury.** Yakima County shall provide and pay for jury administration services for Grandview Municipal Court.

6. **Collection for Nonpayment.** Yakima County will, through the same collection process used for Yakima County District Court cases, collect all fines and fees for Grandview Municipal Court cases.

7. **Property.** The cost of all real and personal property used in the performance of the County's duties under the terms of this Agreement shall be the sole responsibility of the County.

8. **Court Scheduling.** The scheduling of court proceedings for Grandview Municipal Court is controlled by Yakima County District Court and the Presiding Judge. However, Yakima County agrees to schedule the City of Grandview criminal and contested matters separate from similar matters instituted by the State of Washington.

9. **Judicial Accessibility After Work Hours.** The Yakima County District Court shall supply the Grandview Police Department with telephone numbers of the Judges in order to facilitate non-business hour contact for probable cause determinations, issuance of telephonic no contact orders and applications for telephonic search warrants.

10. **File Management and Retention:** Yakima County District Court shall manage and retain court case files for Grandview Municipal Court for all cases filed after District Court began operating Grandview Municipal Court. Files shall be managed and retained in accordance with procedures established by the Judicial Information System, Washington State Archives and District Court policies.

b. **City of Grandview Responsibilities:**

1. **Prosecution.** Grandview shall be responsible for providing and paying for all prosecution services for all cases filed on its behalf.

2. **Public Defender.** Grandview shall be responsible for providing and paying for all public defense services, including appointment of attorney's for appellate purposes if applicable and expert witness costs, for all cases filed in Grandview Municipal Court.

3. **Expenses related to Competency Evaluations.** Grandview shall be responsible for all costs related to competency evaluations. This includes but is not limited to, costs of experts to perform examinations.

4. **Municipal Court Judges and Presiding Judge.** Grandview shall, by enacting a resolution, appoint the Judges and Commissioner of the Yakima County District Court as Municipal Court Judges who will preside over Grandview Municipal Court cases. Moreover, Grandview shall name

the Presiding Judge of the Yakima County District Court as the Presiding Judge of the Grandview Municipal Court pursuant to RCW 3.50.040. Costs contemplated by RCW 3.50.040 is included in the costs provided for in this Agreement.

5. Jail Transport. Grandview shall be responsible for providing and paying for costs related to the transport, including security of inmates during transport and while in attendance at court, of defendants to Grandview Municipal Court. Grandview is responsible for all jail costs, including medical, for all persons who are in custody as a result of a case that is filed in Grandview Municipal Court.

**5. COSTS AND REVENUE.**

a. No later than September 1, Yakima County District Court shall provide a proposed budget including the cost for the operation of Grandview Municipal Court. The City shall pay to the County a sum equal to the percentage of said budget calculated based upon a 4 year running average of the total District Court cases divided by the average number of City of Grandview cases. As an example, if the 4 year average of the District Court cases including the cases filed by the City is 10,000 and the City's portion of the 4 year average is 1,000, then the City shall pay to the County for the following year a sum equal to 10% of the total District Court budget. For the year 2017, the City shall pay to the County the sum of \$190,547 for the operation of the Grandview Municipal Court. The calculation is as follows:

<b>GRANDVIEW MUNICIPAL CONTRACT FIGURES - 2017 (Revised 11.17.2016)</b>		
<b>Year</b>	<b>Yakima District</b>	<b>GV Muni</b>
2013	30,137	1,883
2014	29,643	1,579
2015	31,668	1,432
2016	24,260	1,908
<b>Totals</b>	<b>115,708</b>	<b>6,802</b>
Total District Court Filings	115,708	
Total Grandview Muni Filings	6,802	
Total Combined Filings	122,510	
Grandview Muni Percentage	5.55%	
2017 DC Budget	\$2,826,180	
2017 3/10ths DC Budget	605,730	
<b>Total Budget</b>	<b>3,431,910</b>	
<b>Grandview Muni Cost for 2017</b>		<b>\$190,547</b>



b. Grandview shall pay the sum calculated in accordance with paragraph "a" above in 12 equal monthly installments payable by the 10<sup>th</sup> day of the month beginning January 2017.

c. In the event the Parties cannot agree on the amount of the District Court budget, or the ratio of the Grandview cases to the District Court total, then the Parties agree to arbitration pursuant to Chapter 7.04 RCW.

d. All fines and costs shall be collected and accounted for by Yakima County District Court staff in accordance with Chapter 3.62 of the RCW and any other applicable laws and paid to the City along with an accounting thereof monthly.

**6. MODIFICATION AND TERMINATION.**

a. The Parties may modify this Agreement by mutual consent at any time. However any modification to this Agreement shall not be effective unless it is in writing and signed by the appropriate parties with binding authority.

b. Either Party may terminate this Agreement as described in this paragraph. In the event Grandview wishes to terminate this Agreement they may do so in writing to the Presiding Judge of Yakima County District Court no less than one year prior to the expiration of this Agreement. In the event District Court wishes to terminate this Agreement they may do so in writing to Grandview no less than one year prior to the expiration of this Agreement. In the event the Parties cannot agree upon issues related to modification or renewal of this Agreement, the Parties shall submit any such issue(s) to arbitration under RCW 7.04.

c. In the event of termination of this Agreement any and all funds owed to Yakima County at said termination date shall be paid by Grandview and all fines and costs collected by Yakima County shall be paid to Grandview.

d. In the event of the termination of this Agreement all cases filed in Grandview Municipal Court shall be returned to Grandview.

**7. APPLICABLE LAW, JURISDICTION AND VENUE, INDEMNIFICATION.**

a. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

b. Any dispute or proceeding arising out of this Agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Benton County.

c. Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Benton County.

d. Each party shall indemnify and hold harmless the other, its officers, agents, judges elected officials, appointed officials and employees from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs of judgments which result from each party's own intentional or negligent acts relating to services provided pursuant to this Agreement.

e. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Grandview

Yakima County District Court

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Presiding Judge

Attest

Approved:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Yakima County Deputy Prosecuting