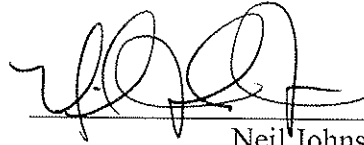


## RESOLUTION NO. 1616

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, RESCINDING RESOLUTION NO. 1607 AND AUTHORIZING THE MAYOR TO SIGN A REVISED INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTH PRAIRIE AND CITY OF BONNEY LAKE FOR MUNICIPAL COURT SERVICES AND FACILITIES.**

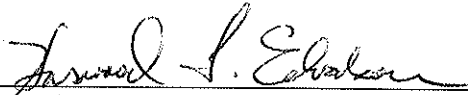
The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to execute the Interlocal agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

**PASSED** by the City Council this 19<sup>th</sup> day of September, 2006.



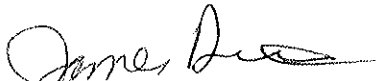
Neil Johnson Jr., Mayor

ATTEST:



Harwood T. Edvalson, CMC  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James Dionne, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTH PRAIRIE  
AND THE CITY OF BONNEY LAKE FOR MUNICIPAL COURT SERVICES AND  
FACILITIES**

**RECITALS**

- A. The Town of South Prairie (hereinafter “South Prairie”) is a municipal corporation organized under the laws of the State of Washington.
- B. The City of Bonney Lake (“Bonney Lake”) 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 operate a municipal court pursuant to Chapter 3.50 RCW.
- D. Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform.
- E. 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.
- F. Bonney Lake currently operates a municipal court pursuant to Chapter 3.50 RCW.
- G. South Prairie has determined that a contract with Bonney Lake 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, materials and personnel.
- H. Bonney Lake is willing to provide municipal court services to South Prairie on the terms and conditions set forth in this Agreement.
- I. 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.** The purpose of this Agreement is to provide for the provision of certain municipal court services by Bonney Lake to South Prairie 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 South Prairie’s civil, traffic or other infractions and criminal citations; to set forth fees to be paid by South Prairie; and to specify the responsibilities of Bonney Lake and South Prairie 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. **Appointment of South Prairie Municipal Court Judge.** By the effective date of this Agreement, the Mayor of South Prairie shall appoint, and the South Prairie Town Council shall confirm, the currently appointed judge of the Bonney Lake Municipal Court as judge of the South Prairie Municipal Court.

4. **Filing of South Prairie Municipal Court Cases.** Commencing on October 1, 2006 or the effective date of this Agreement, whichever is later, all South Prairie Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of South Prairie ordinances, shall be filed in Bonney Lake Municipal Court for processing under this Agreement. A case filed in Bonney Lake Municipal Court originating in the jurisdiction of South Prairie will continue to be identified as a case of South Prairie.

5. **Municipal Court Services Performed By Bonney Lake.** All personnel of the Bonney Lake Municipal Court, including the Judge, shall be employees of Bonney Lake, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Bonney Lake shall provide municipal court facilities and services for the processing of South Prairie 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, including but not limited to the following:

5.1 **Court Staff.** Bonney Lake shall provide court staff to process all criminal citations and civil citations filed by South Prairie. By way of illustration and not by limitations, this "processing" shall include the issuance of all summons, warrants, maintenance of court cases, and processing of all fines and forfeitures for municipal cases. Processing shall include filing, adjudication and penalty enforcement of all South Prairie 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. Bonney Lake shall have discretion in case flow management, including the scheduling of judges.

5.2 **Municipal Judge.** Bonney Lake shall appoint a qualified judge or judge pro tem who shall preside over and hear South Prairie municipal cases. The Mayor of South Prairie shall confirm any subsequently appointed or reappointed judges as the judge of the South Prairie Municipal Court. Judges pro tem of the Bonney Lake Municipal Court shall be by virtue of such appointment judges pro tem of the South Prairie Municipal Court.

5.3 **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, printers, 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, all office space necessary for the processing of municipal cases.

5.4. Court Security. Bonney Lake shall provide and pay for all necessary court security.

5.5. Supplies and Forms. Bonney Lake shall provide and pay for all forms and paperwork necessary for processing South Prairie 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.

5.6. Court Mandated Payments. Bonney Lake shall accept and track court-mandated payments in criminal and infraction cases and bail or other forfeitures for South Prairie Municipal Court and deliver these payments to South Prairie on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is specifically permitted.

5.7. South Prairie Municipal Court Calendar. A South Prairie Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the availability of the courtroom facility, and the schedule of the judge.

5.8. Quarterly Performance and Remittance Reports. Bonney Lake will provide to South Prairie a quarterly 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 report 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.

6. **Municipal Court Duties of South Prairie**. The following municipal court duties shall be provided by South Prairie:

6.1. Prosecution and Discovery. South Prairie shall be responsible for providing prosecution services for all misdemeanors and infractions that are filed on its behalf. South Prairie shall provide discovery and subpoena witnesses for its cases.

6.2. Public Defender. South Prairie shall provide public defense services as needed for its cases and cover all public defense costs for indigent defendants who are charged with violations of South Prairie's ordinance and entitled by law to legal counsel at public expense.

6.3. Domestic Violence Advocate. South Prairie shall be responsible for providing domestic violence advocate services.

6.4 Filing of Citations. Criminal citations and infractions issued by South Prairie shall be delivered to the Bonney Lake Court Clerk for filing in the South Prairie Municipal Court within five (5) business days after the violation or issuance of the citation. Citations for in-custody defendants shall be filed with the Bonney Lake Court Clerk no later than 10:00 am on the court day following the arrest.

6.5 Warrants. Whenever South Prairie executes a warrant, South Prairie shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.

6.6 Jail Costs. South Prairie is responsible for incarceration arrangements for its defendants and costs for such incarceration.

6.7 Appeals. In the event that South Prairie appeals a case, South Prairie will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings.

6.8 Witness Fees. South Prairie shall pay all fees for witnesses requested by the South Prairie prosecutor.

6.9 Jury Fees. South Prairie shall pay for all jury fees for South Prairie Municipal Court cases.

6.10 Interpreter Services. South Prairie shall provide and pay for all language interpretation services for defendants.

7. **Compensation and Other Costs**. South Prairie shall compensate Bonney Lake for providing all municipal court services as specified in Section 5 of this agreement by payment of a filing fee on a per case basis. For each criminal citation, South Prairie shall pay Bonney Lake a filing fee of \$70.00. For each traffic, parking, or non-traffic infraction, South Prairie shall pay Bonney Lake a filing fee of \$30.00. These fees shall be paid regardless of whether the cases are later dismissed without a full adjudication.

In addition to all other compensation provided for by the Agreement, the Town of South Prairie shall pay the City of Bonney Lake \$175.00 per month as additional compensation to the City for the Judge's increased workload caused by the Agreement.

8. **Payment of Compensation**. On a monthly basis, Bonney Lake shall bill South Prairie for amounts due under this Agreement. South Prairie shall pay the amount due within 45 days of receipt. However, if South Prairie has a good faith dispute with the amount of the invoice, South Prairie shall pay the non-disputed amount within the time frame set forth in this Section.

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

9.1 Adjustment for Additional Duties. In the event that Bonney Lake's duties under this Agreement are enlarged or increased due to local, state, or federal mandates or new requirements from South Prairie, Bonney Lake may increase the filing fees or add a supplemental monthly fee to cover the costs for the change. Bonney Lake will notify South Prairie of the effective date of the fee changes, which may be immediately.

9.2 Annual Adjustments. Commencing in 2007 and annually thereafter during the term of this Agreement and any extensions thereof, the parties shall meet on or before September 30<sup>th</sup> to review the costs of the services provided by Bonney Lake and the filing fees to be paid by South Prairie to fairly compensate Bonney Lake for such service. 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 Bonney Lake does not propose a filing fee adjustment prior to September 30<sup>th</sup>, no increase for the next year shall be permitted. If Bonney Lake does propose a filing fee adjustment, South Prairie may request formal negotiations by notifying Bonney Lake within 15 days after receipt of the proposed filing fee adjustment. If negotiation does not resolve the issue by November 15<sup>th</sup>, the issue shall be subject to the dispute resolution process outlined in Section 17 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.

10. Disbursal of Local Court Revenues to South Prairie. Pursuant to RCW 3.62.070 and RCW 39.24.180, South Prairie shall receive one hundred percent (100%) of Local Court Revenues from South Prairie Municipal Court cases, excluding restitution or reimbursement to South Prairie 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 costs, recoupment and parking ticket payments derived from South Prairie Municipal Court cases after payment of any and all assessments required by state law thereon.

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

12. Duration. The initial term of this Agreement shall commence upon October 1, 2006 and shall expire on January 31, 2008, unless terminated earlier pursuant to Section 13 of this Agreement. 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 in accordance with Section 13 of this Agreement.

13. **Termination.** Either party may give notice of termination for cause based on the breach of any material provision of the Agreement by the other party, provided, the Agreement shall remain in full force and effect until the conclusion of dispute resolution process outlined in Section 17 of this Agreement. South Prairie 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 Bonney Lake with notice of intention to terminate at least 90 days prior to expiration of this Agreement or any renewal thereof. Bonney Lake 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 South Prairie with notice of intention to terminate at least 90 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 Bonney Lake Municipal Court to the new venue.

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

15. **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 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 IDEMINFICATION 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.

16. **Indemnification as to Town judge.** The Town of South Prairie shall defend, indemnify and hold the City of Bonney Lake, its officials, officers, employees, contractors and volunteers harmless from any and all claims, damages, losses or suits, including attorneys' and expert witness fees, arising out of the Town's ceasing to use the services of the Town's other municipal court judge in favor of services provided pursuant to the Agreement, including without limitation claims for breach of contract, illegal or wrongful termination or tortious interference with a contractual relationship or business expectancy.

17. **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. 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.

18. **Bonney Lake Employees.** No employee or agent of Bonney Lake shall be or shall be deemed to be the employee or agent of South Prairie as a result of this Agreement. None of the benefits provided by South Prairie to its employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance are available from South Prairie to the employees or agents of Bonney Lake.

19. **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:

To South Prairie:                      Town of South Prairie  
   Mayor  
   PO Box F  
   South Prairie, WA 98385

To Bonney Lake:                        City of Bonney Lake  
   City Administrator  
   PO Box 7380  
   Bonney Lake, WA 98385

20. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party's expenses and reasonable attorneys' and expert witness fees.

21. **Insurance.** Each party to this Agreement shall maintain insurance at least equivalent to the minimum coverage provided through the WCIA or AWC insurance pools. Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.

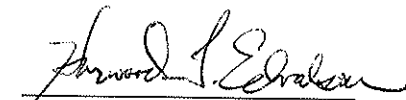
22. **Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable. This provision does not apply to collection services.

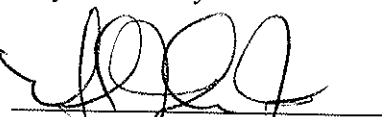
23. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

24. **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. 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.

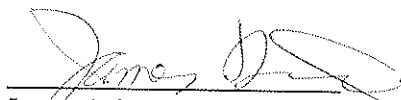
Dated this 19<sup>th</sup> day of September, 2006.

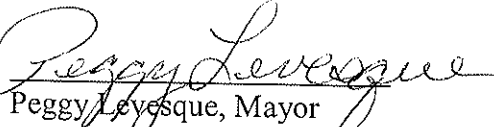
Attest/Authenticated:

  
Harwood Edvalson, CMC  
City Clerk

City of Bonney Lake  
  
Neil Johnson Jr., Mayor


Approved as to Form:

  
James Dionne, City Attorney

Town of South Prairie  
  
Peggy Levesque, Mayor

Attest/Authenticated:

  
City Clerk  
TOWN

Approved as to Form:  
  
Michael Reynolds, City Attorney  
TOWN

COPY

**RESOLUTION NO. 281**

**A RESOLUTION OF THE TOWN OF SOUTH PRAIRIE, PIERCE COUNTY, WASHINGTON REPEALING RESOLUTION NO. 278 WHICH AUTHORIZED THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF BONNEY LAKE TO PROVIDE MUNICIPAL COURT SERVICES TO THE TOWN OF SOUTH PRAIRIE, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF BONNEY LAKE FOR THE PROVIDING OF MUNICIPAL COURT SERVICES TO THE TOWN OF SOUTH PRAIRIE, WHICH AGREEMENT MODIFIED THE STARTING DATE AND INCLUDED AN ADDENDUM WITHIN THE BODY OF THE AGREEMENT.**

**Whereas,** the Town of South Prairie had previously passed Resolution No. 278 which had previously authorized the Mayor to enter into a contract with the City of Bonney Lake for the providing of municipal court services, and

**Whereas,** the starting date of the contract attached to Resolution No. 278 is in error, and

**Whereas,** the City of Bonney Lake desires to incorporate an addendum into the provisions of the agreement, and

**Whereas,** the revised agreement, with the addendum, included and the new starting date is incorporated and attached hereto as if set out in full as Exhibit "1".

**Now, therefore, the Town Council of the Town of South Prairie, Pierce County, Washington do hereby resolve as follows:**

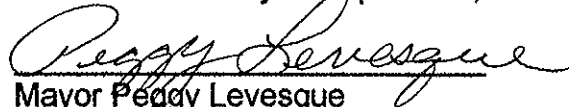
**Section 1:** Resolution No. 278 is hereby repealed.

**Section 2:** The Mayor is authorized to execute an agreement for the providing of municipal court services by the City of Bonney Lake to the Town of South Prairie

which agreement is attached hereto and incorporated by reference as Exhibit "1" as if set out in full.

**Section 3:** If any provision of this resolution and/or the attached agreement is determined to be invalid or unenforceable for any reason, the remaining provisions of this resolution and/or the attached agreement shall remain in force and affect.

PASSED IN REGULAR AND OPEN SESSION this 19<sup>th</sup> day of September, 2006.



Mayor Peggy Levesque

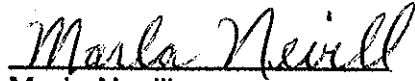
INTRODUCED 9-19-06

PASSED 9-19-06

APPROVED 9-19-06

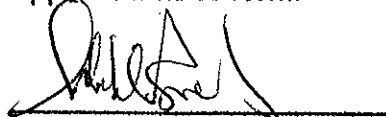
PUBLISHED 9-21-06

Attested:



Marla Nevill  
Town Clerk

Approved as to form:



Michael J. Reynolds  
Town Attorney

