

**RESOLUTION NO. 2492**

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

**WHEREAS**, At the request of the City of Sumner, the City of Bonney Lake City has provided the City of Sumner with a proposal to provide municipal court services, with the anticipated result being a more efficient and effective use of public resources for both communities; and

**WHEREAS**, the City of Bonney Lake is willing to enter into an inter-local agreement with the City of Sumner to provide municipal court services; and


**WHEREAS**, on September 22, 2015 the City Council adopted Resolution No. 2482 authorizing the Mayor to negotiate an inter-local agreement with Sumner for court services; and

**WHEREAS**, the parties have since negotiated a mutually acceptable agreement;

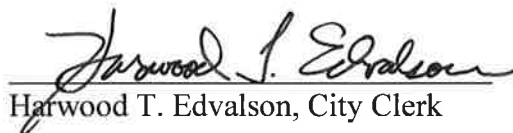
**NOW THEREFORE**, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

**Section 1.** That the Mayor is hereby authorized to sign an inter-local agreement with the City of Sumner for municipal court services, attached hereto as Exhibit "A".

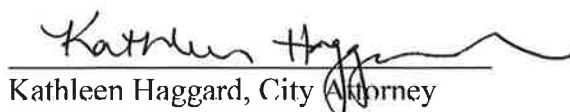
**PASSED BY THE CITY COUNCIL this 20th day of October, 2015.**

  
Neil Johnson, Jr., Mayor

AUTHENTICATED:

  
Harwood T. Edvalson, City Clerk

APPROVED AS TO FORM:

  
Kathleen Haggard, City Attorney

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF BONNEY LAKE, WASHINGTON FOR THE PROVISION OF FACILITIES AND PERSONNEL FOR THE MUNICIPAL COURT OF SUMNER.**

**Whereas**, the City of Sumner is a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as Sumner); and

**Whereas**, the City of Bonney Lake (“Bonney Lake”) is a municipal corporation organized under the laws of the State of Washington; and

**Whereas**, each of the parties to this Agreement is authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

**Whereas**, 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; 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**, Bonney Lake currently operates a municipal court pursuant to Chapter 3.50 RCW; and

**Whereas**, Sumner 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; and

**Whereas**, Bonney Lake is willing to provide municipal court services to Sumner under the terms and conditions set forth in this Agreement; and

**Whereas**, 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.

**Now, therefore**, in consideration for the mutual covenants and promises set forth in this agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, the City of Sumner and the City of Bonney Lake do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the provision of 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.**
  - A. Commencing on the signing of the Agreement Bonney Lake and Sumner will begin the process of transitioning services to Bonney Lake. Bonney Lake will coordinate with Sumner to assume and transition all existing cases, with a goal of transferring all existing cases by January 1, 2016. Sumner agrees that all citations and infractions issued after January 1, 2016 will be filed in the Bonney Lake Municipal Court. A case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will continue to be identified as a case of Sumner.
  - B. **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.** 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 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. 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 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. Bonney Lake shall have discretion in case flow management, including the scheduling of judges.
  - 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.
  - 4.3 **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 and all office space necessary for the processing of municipal cases.
  - 4.4 **Court Security.** Bonney Lake shall provide and pay for all necessary court security.
  - 4.5 **Supplies and Forms.** Bonney Lake shall provide and pay 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 **Sumner Municipal Court Calendar.** A Sumner 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.
- 4.8 **Monthly Performance and Remittance Reports.** Bonney Lake will 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 Municipal Court Duties or Costs.** The following municipal court duties or costs shall be the responsibility of the City of Sumner:
- 5.1 **Domestic Violence Advocate.** Sumner shall reimburse Bonney Lake for the costs of any domestic violence advocate services provided by Bonney Lake Municipal Court for Sumner Municipal Court cases when such appointments are required by state law, and are not otherwise provided by Sumner.
- 5.2 **Filing of Citations.** Criminal citations and infractions issued by Sumner shall be delivered to the Bonney Lake Court Clerk for filing in the Sumner Municipal Court within five (5) calendar 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 next business day following the arrest. Filing by facsimile or other acceptable forms of electronic submission pursuant to Washington State Court General Rule 17 is specifically authorized.
- 5.3 **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.
- 5.4 **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. It is understood that Bonney Lake will make a conscious effort to minimize jail costs and pursue reasonable alternatives to incarceration.
- 5.5 **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 a RALJ Appeal and shall be responsible for 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. 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.
- 5.6 **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.
- 5.7 **Jury Fees.** Sumner shall reimburse Bonney Lake for all jury fees for Sumner Municipal Court cases. 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. Jurors would be selected from the Sumner zip code and possibly neighboring zip codes if needed. Jurors shall be paid the current established rate (presently \$10 per day plus round trip mileage paid at the state per diem). Jurors shall only be summoned after a trial has been scheduled.

5.8 **Interpreter Services.** Sumner shall reimburse Bonney Lake for all language interpretation services required for defendants in Sumner Municipal Court cases.

5.9 **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 \$225.00 per case) plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.5.

- A. Services would include representing persons appointed to the firm at arraignments, pretrial hearings, motions, bench and jury trials, sentencings and reviews. Services will also include interviews of clients and potential witnesses, necessary legal research, preparation and filing of pleadings, negotiations regarding possible dispositions, preparation for and appearance at all court proceedings.
- B. Services would also include representation of any client in any RALJ appeal to Pierce County Superior Court for an additional fee of \$500.00 per case, exclusive of filing fee.
- C. Where appropriate, the public defender would apply to the Department of Assigned Counsel for funding of any appeals to the Court of Appeals or Supreme Court.
- D. All services would be provided in compliance with applicable Washington State Supreme Court standards.
- E. It is understood the City of Sumner would 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 would 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. Preauthorized Non-Routine Expenses. Non-routine case 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.

**6. Assumption Costs and Compensation.**

- A. Per Case Fees. Sumner shall primarily compensate Bonney Lake for providing municipal court services on a per case basis. For each infraction (non-parking) and misdemeanor criminal citation filed, Bonney Lake shall be paid \$112.00 per case. For each parking infraction filed, Bonney Lake shall be paid \$35.00 per case, which includes all mitigated or contested parking infractions. These fees are in addition to specific interpreter, domestic violence advocate, jury, 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).
- B. Prosecution. If Sumner elects to have Bonney Lake provide prosecution services at some time during the term of the agreement, the cost would be a flat \$3,900.00 per month on top of the per case charges. Sumner would also be responsible for providing to the Bonney Lake prosecuting attorney with any requested 911 audio and CAD reports for all DUIs and DV cases, along with any needed photos/videos.
- C. Drug Forfeiture and Animal Appeal Hearings. Should Sumner elect to have Bonney Lake handle Sumner drug forfeiture hearings, the cost would be \$1,500 per hearing plus 20% of any forfeiture judgment amount. The cost for Bonney Lake to handle any animal (e.g. dangerous dog) appeal hearings would be \$2,900 per case. If Sumner provides prosecution and judicial services for these types of hearings the per case filing fee is \$112.
- D. Set-Up Costs. Bonney Lake shall be reimbursed a one-time fee of up to \$35,000 to cover the actual set up costs, including transfer, assumption, and resolution of cases filed prior to the effective date of this Agreement, the addition of needed equipment, and the remodel of the Court offices or related City facilities to accommodate the assumption of the Sumner Court. This one-time fee shall be due and payable within 30 days after invoice by Bonney Lake documenting the actual costs incurred.

- 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 due to state or federal mandates or new requirements from Sumner, the parties agree to negotiate a reasonable increase in the fees or a supplemental fee to cover the costs for the mandated 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 would 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.
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, 2016, and shall expire on December 31, 2017, unless terminated earlier pursuant to Section 12 of this Agreement. However, 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 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 Sumner terminates this agreement, 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. 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.

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

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:

**To Sumner:**  
City of Sumner  
Mayor  
1104 Maple Street  
Sumner, WA 98390

**To Bonney Lake:**  
City of Bonney Lake  
Mayor  
PO Box 7380  
Bonney Lake, WA 98391

18. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Disputes shall be settled as outlined in Section 15. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any other action or to confirm or set aside an arbitration award entered pursuant to Section 15 shall lie in Pierce County Superior Court. In the event an action to confirm or set



aside an arbitration award is filed, the non-prevailing party in such action brought to enforce or set aside the arbitration award shall pay the other party's expenses and reasonable attorneys' fees incurred in the superior court.

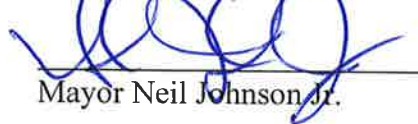
19. **Insurance.** Each party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during 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. 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 20<sup>th</sup> day of October, 2015.

**Attest/Authenticated:**

  
City Clerk Harwood Edvalson, CMC

**City of Bonney Lake**

  
Mayor Neil Johnson Jr.


**Approved as to Form:**

  
City Attorney Kathleen Haggard


**Attest/Authenticated:**

  
City Clerk Terri Berry, MMC

**City of Sumner**

  
Mayor David L. Enslow

**Approved as to Form:**

  
City Attorney Brett C. Vinson

**RESOLUTION NO. 1439  
CITY OF SUMNER, WASHINGTON**

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

**WHEREAS**, the City of Sumner desires to provide cost efficient court services that benefit the community; and

**WHEREAS**, collaboration with another City for court services would allow us to continue providing needed and valued professional services to our citizens; and

**WHEREAS**, the sale of the Sumner Meadows Golf Course is taking longer than anticipated which has created a budget deficit; and


**WHEREAS**, the City staff was authorized by the adoption of Resolution No. 1435 to negotiate with the City of Bonney Lake for such services; and

**WHEREAS**, the attached Interlocal Agreement is the result of those negotiations.

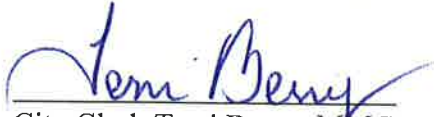
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:**

**Section 1.** That the Mayor is hereby authorized to execute the Interlocal Agreement with the City of Bonney Lake for Municipal Court Services, attached hereto as Exhibit A.


**ADOPTED AND APPROVED** this 19<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
Mayor David L. Enslow

**ATTEST:**

  
\_\_\_\_\_  
City Clerk Terri Berry, MMC

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney Brett C. Vinson

**RESOLUTION NO. 2482**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AN INTER-LOCAL AGREEMENT WITH THE CITY OF SUMNER FOR MUNICIPAL COURT SERVICES.**

**WHEREAS**, the City of Sumner desires to provide cost efficient court services that benefit the community; and

**WHEREAS**, collaboration with the City of Bonney Lake for court services would allow Sumner to continue providing needed and valued professional services to Sumner citizens; and

**WHEREAS**, the sale of the Sumner Meadows Golf Course is taking longer than anticipated which has created a budget deficit for the City of Sumner; and


**WHEREAS**, the City of Bonney Lake City has provided the City of Sumner with a proposal to provide municipal court services, with the anticipated result being a more efficient and effective use of public resources for both communities; and

**WHEREAS**, the City of Bonney Lake is willing to enter into an inter-local agreement with the City of Sumner to provide municipal court services;


**NOW THEREFORE**, the City Council of the City of Bonney Lake, Washington hereby resolves as follows:

**Section 1.** That the Mayor is hereby authorized to negotiate an Inter-local Agreement with the City of Sumner for Municipal Court Services subject to the terms and conditions set forth in Exhibit A.

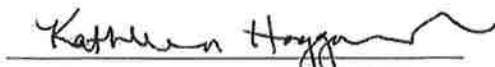
**PASSED BY THE CITY COUNCIL this 22<sup>nd</sup> day of September, 2015.**

  
\_\_\_\_\_  
Neil Johnson, Jr., Mayor

AUTHENTICATED:

  
\_\_\_\_\_  
Harwood T. Edvalson, City Clerk, MMC

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kathleen Haggard, City Attorney

**Exhibit A**  
**Resolution No. 2482**

**Limited-Service Court**

Bonney Lake will provide limited-services court, including court administrative staff and probation services.

Sumner will provide the judge, city prosecutor and public defender to handle Sumner's court calendar.

The cost for limited court services would be \$112 per case filing. A case filing is defined as

- infraction (non-parking)
- misdemeanor
- animal hearing (potentially dangerous / dangerous dog appeals)
- impound hearing
- drug forfeiture hearing

Parking Infractions would be billed at \$35.00 per case filing, including mitigated or contested parking infractions.

Additional fees may apply as itemized in the City of Sumner responsibilities section below. The above rates do not include public defender costs.

**Additional Options**

Bonney Lake could provide prosecution services at some time during the term of the agreement, the cost would be a flat \$3,900 per month on top of the charges listed above.

Bonney Lake could provide public defense services at an additional per case cost based on Bonney Lake's contracted rates for indigent defense.

Bonney Lake could provide Drug Forfeiture Hearings. The cost for Bonney Lake to handle drug forfeiture hearings would be \$1,500 per hearing plus 20% of any forfeiture judgment amount. This includes judge, court staff and prosecution time.

Bonney Lake could provide potentially dangerous / dangerous dog appeals. The cost for Bonney Lake to handle any animal appeal hearings would be \$2,900 per hearing. This includes judge, court staff and prosecution time.

**Transition and One Time Facilities Fee**

Bonney Lake would be reimbursed a one-time fee of up to \$35,000 which would cover the set up costs, including transfer, assumption, and resolution of cases filed prior to the effective date of this Agreement, and the remodel of the Court offices to accommodate the assumption of the

Sumner Court, plus the costs to acquire any additional needed equipment. This one-time fee would be due and payable within 30 days after invoice by Bonney Lake documenting the actual costs incurred. Bonney Lake would provide the use of the Bonney Lake courtroom, all office space necessary for the processing of municipal cases.

### **Bonney Lake Responsibilities**

Bonney Lake would provide and pay for all necessary court security.

Bonney Lake would provide and pay 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.

Bonney Lake would 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 would be specifically permitted.

A Sumner Municipal Court calendar would 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.

Bonney Lake would provide to Sumner a monthly caseload and remittance report. The caseload report would 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.

### **Sumner Responsibilities**

Sumner would be responsible for the following:

1. **Filing of Citations.** Criminal citations and infractions issued by Sumner would be delivered to the Bonney Lake Court Clerk for filing in the Sumner 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 next business day following the arrest.
2. **Warrants.** Whenever Sumner executes a warrant, Sumner would contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.

3. Jail Costs. Sumner would be responsible for incarceration arrangements for its defendants and costs for such incarceration.
4. Appeals. In the event that Sumner appeals a case, Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings.
5. Witness Fees. Sumner would pay all fees for witnesses requested by the prosecutor or public defender.
6. Jury Fees. Sumner would pay for all jury fees for Sumner Municipal Court cases.
7. Interpreter Services. Sumner would provide and pay for all language interpretation services for Sumner court defendants.
8. Transport. Sumner would be responsible for prisoner transports to and from Bonney Lake Municipal Court. It is understood that Bonney Lake would make a conscious effort to minimize jail costs and pursue reasonable alternatives to incarceration.
9. Archived Cases. Sumner would be responsible for the storage and retention of archived court cases prior to the transfer date.

### **Revenues**

Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner would 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 excluding restitution or reimbursement to Sumner or a crime victim, 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.

### **Miscellaneous**

Sumner would have the right to terminate the Agreement with or without cause at any time by providing Bonney Lake with notice of intention to terminate at least 180 days in advance.

In the event that the Bonney Lake Municipal Court's duties and accompanying costs under an Agreement are expanded or increased due to state or federal mandates or new requirements from Sumner, the parties would negotiate a reasonable increase in the fees or a supplemental fee to cover the costs for the mandated change.

Periodic Adjustments. Commencing two (2) years after the effective date of an agreement, either Sumner or Bonney Lake could request the parties to review the costs associated with providing the service during the previous two years of service. The parties would 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.

City of Bonney Lake, Washington  
**City Council Agenda Bill (AB)**

<b>Department/Staff Contact:</b> Executive / Don Morrison	<b>Meeting/Workshop Date:</b> 20 October 2015	<b>Agenda Bill Number:</b> AB15-118
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 2492	<b>Councilmember Sponsor:</b> Watson

**Agenda Subject:** Resolution Approval an Inter-Local Agreement with the City of Sumner for Municipal Court Services

**Full Title/Motion:** A Resolution Authorizing The Mayor To Sign An Inter-Local Agreement With The City Of Sumner For Municipal Court Services..

**Administrative Recommendation:** Approve

**Background Summary:** On September 22, 2015 the Council via Resolution 2482 formally authorized the Mayor to negotiate an interlocal agreement with the City of Sumner for court services based on a draft proposal and interlocal agreement that had been in the works for some time. The final Interlocal Agreement is now ready for adoption. The inter-local agreement (ILA) would be somewhat limited in that Sumner would continue to provide their own judge, prosecutor and public defender on those court days (held in BL) designated as the Sumner court calendar. The ILA also includes provisions for Bonney Lake to provide prosecution and public defender services when/if Sumner chooses to do so. We would begin the transition upon approval, with the intent to start providing court services January 1, 2016. Sumner intends to pass the ILA Monday Oct. 19<sup>th</sup>.

**Attachments:** Resolution 2492; Interlocal Agreement; Resolution 2482

<b>BUDGET INFORMATION</b>			
Budget Amount	Current Balance	Required Expenditure	Budget Balance
<b>Budget Explanation:</b> NA. ILA would cover all direct costs and overhead, etc.			

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>											
<b>Council Committee Review:</b>	Finance Committee Date: 13 October 2015	<i>Approvals:</i> Chair/Councilmember Swatman Councilmember Lewis Councilmember Minton-Davis	<table style="width: 100%; border: none;"> <tr> <td style="padding: 0 5px;">Yes</td> <td style="padding: 0 5px;">No</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Forward to: Oct. 20 Workshop As Action Item		<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>Commission/Board Review:</b>											
<b>Hearing Examiner Review:</b>											

<b>COUNCIL ACTION</b>	
Workshop Date(s): 9/15/15	Public Hearing Date(s):
Meeting Date(s): 9/22/15	Tabled to Date:

<b>APPROVALS</b>		
<b>Director:</b>	<b>Mayor:</b>	<b>Date Reviewed by City Attorney:</b> (if applicable):