

RESOLUTION R-5222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF MEDINA FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND FACILITIES.

1 WHEREAS, the cities of Medina and Kirkland are each authorized
2 under Washington law to operate a municipal court under chapter 3.50
3 RCW; and
4

5 WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW,
6 authorizes municipal corporations to contract with one another to
7 perform any act that each is independently authorized to perform; and
8

9 WHEREAS, RCW 39.34.180 and 3.50.805 each directly or by
10 implication authorize municipal corporations to enter into interlocal
11 agreements for municipal court services; and
12

13 WHEREAS, Kirkland currently operates a municipal court; and
14


15 WHEREAS, Kirkland is willing to provide municipal court services
16 to Medina through an interlocal agreement.

17 NOW, THEREFORE, be it resolved by the City Council of the City
18 of Kirkland as follows:
19

20 Section 1. The City Manager is authorized to execute on behalf
21 of the City of Kirkland an Interlocal Agreement substantially similar to
22 that attached as Exhibit "A", which is entitled "Interlocal Agreement
23 between the City of Kirkland and the City of Medina for the Provision of
24 Municipal Court Services and Facilities."
25

26 Passed by majority vote of the Kirkland City Council in open
27 meeting this 13th day of December, 2016.
28

29 Signed in authentication thereof this 13th day of December,
30 2016.


MAYOR

Attest:


City Clerk

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF MEDINA FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND FACILITIES

RECITALS

- A. The City of Medina ("Medina") is a municipal corporation organized under the laws of the State of Washington.
- B. The City of Kirkland ("Kirkland") 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 under chapter 3.50 RCW.
- D. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.
- E. RCW 39.34.180 and 3.50.805 each directly or by implication authorize municipal corporations to enter into interlocal agreements for municipal court services.
- F. Kirkland currently operates a municipal court.
- G. Medina created a municipal court pursuant to the provisions of chapter 3.50 RCW.
- H. Kirkland is willing to provide municipal court services to Medina, 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 of Agreement.** The purpose of this Agreement is to provide municipal court services to Medina through the use of the facilities and personnel of the Kirkland Municipal Court; to set forth the fees to be paid by Medina for such services; and to specify the responsibilities of Kirkland and Medina respectively for such municipal court services.
- 2. **Administration.**
 - a. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- b. The City of Kirkland's representative shall be Marilynne Beard, Deputy City Manager. The Kirkland Municipal Court's representative shall be Aimee Vance, Court Administrator. The City of Medina's representative shall be the Medina City Manager.
3. **Duties of Kirkland.** Kirkland shall provide municipal court services for the processing of Medina cases in the same manner and at the same level as Kirkland provides for the same type of cases originating in Kirkland, including but not limited to the following:
- a. **Court Staff.** All personnel of the Kirkland Municipal Court, including the Judge, shall be employees of Kirkland, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Court staff will be provided as necessary to process all criminal and civil citations filed by Medina and provide all municipal court services for Medina. For the purpose of this Agreement, "municipal court services" shall include all local court services imposed by state statute, court rule, Medina City ordinance, or other regulation now existing or as later amended, including: case flow management, processing and adjudication of cases, and collection of overdue money. Other examples of court services include, but are not limited to, issuance of search and arrest warrants, setting of motions, evidentiary hearings, pre-trials, bench and jury trials, sentencings, reviews, post-trial motions, issuing notice of hearings, and the duties of the courts of limited jurisdiction regarding appeals.
 - b. **Court Security.** Kirkland shall provide unarmed court security to be present for security screening of all who enter the Kirkland Municipal Court facility and an armed court security officer to be present during certain court calendars.
 - c. **Probation.** Kirkland Municipal Court shall provide supervised probation services.
 - d. **Miscellaneous Equipment, Facility, and Utility Costs.** Kirkland shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. Kirkland shall provide the use of the Kirkland courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Kirkland will be responsible for payment of all utility charges such as power, water, sewer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases.
 - e. **Supplies and Forms.** Kirkland shall provide all forms and paperwork necessary for processing Medina cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.
 - f. **Case Filing.** Kirkland will accept all criminal misdemeanor and gross misdemeanor and civil infraction filings from Medina and timely process and adjudicate the same.
 - g. **Screening Services.** Kirkland will provide screening services to determine whether Medina defendants qualify for public defense services. The Kirkland Municipal Court Judge may appoint a public defender if it is determined that a defendant is indigent.

- h. **Youth Court.** In coordination with the Kirkland Youth Council, the Kirkland Municipal Court will provide a Youth Court option for those who qualify.
- i. **Collection for Nonpayment.** Kirkland will, through the same collection process as is used for Kirkland cases, provide collection services to collect court mandated costs and assessments past due for Medina cases.
- j. **Jury Fees.** Kirkland shall pay all jury fees and costs associated with summoning jurors for Medina.
- k. **Language Interpretation.** Kirkland shall provide and pay for all language interpretation services for defendants and witnesses.
- l. **Reporting.** Kirkland Municipal Court will provide Medina with performance data at least quarterly, except where noted. The performance data shall include the following information:
 - i. Caseload report which includes the following information:
 - a. Filings by case type;
 - b. Dismissals;
 - c. Number and types of hearings;
 - d. Trial settings and types of trials set;
 - e. Number of cases disposed during report period and the manner in which the cases were disposed;
 - f. Number of deferred prosecutions/diversions;
 - g. Appeals to superior court; and
 - h. Total revenue.
 - ii. List of cases filed each month with the Kirkland Municipal Court.
 - iii. List of charges and dispositions from the previous month.
 - iv. Remittance report which includes a breakdown by case categories of revenue received.
 - v. Court Local Revenue Report, provided annually, to assist Medina in complying with Governmental Accounting Standards Board (GASB) Statement 34.

4. **Duties of Medina.**

- a. **Prosecution.** Medina shall be responsible for providing prosecution services for all misdemeanors and infractions that are filed on its behalf. Prosecutors shall be required to be present at all hearings except for pro se non-accident related contested infractions and infraction mitigation hearings. Medina shall provide discovery and subpoena witnesses for its cases. In addition, defendants held on Medina charges shall be brought before the Kirkland Municipal Court judge for first appearances in accordance with State law and in the same manner as defendants held in custody on Kirkland charges.
- b. **Public Defender.** Medina shall provide public defender services and cover all public defense costs for indigent defendants who are charged with violations of State law or Medina ordinances and entitled by law to legal counsel at public expense.

- c. **Domestic Violence Advocate Services.** Medina shall be responsible for providing domestic violence advocate services.
 - d. **Issuance of Citations.** Citations issued by Medina shall contain the applicable arraignment date in accordance with the Kirkland Municipal Court arraignment calendar.
 - e. **Filing of Tickets.** Citations and infractions issued by Medina shall be delivered to the Kirkland Municipal Court for filing within five (5) business days after the violation or issuance of the citation. If a person is booked into a jail facility, Medina shall provide the citation to the Kirkland Municipal Court no later than 7:00 AM the following business day.
 - f. **Warrants.** Whenever Medina executes a warrant, Medina shall contact the Kirkland Municipal Court and make a return on the warrant as soon as possible.
 - g. **Jail Costs.** Medina is responsible for incarceration arrangements and the costs of incarceration and transport for its defendants.
 - h. **Subpoenas.** The issuance of all subpoenas shall be the responsibility of the prosecutor or defense counsel for Medina. Kirkland Municipal Court shall provide instructions and subpoena forms to pro se defendants in infraction matters.
 - i. **Witness Fees.** Medina shall pay for all fees for witnesses requested by the prosecutor.
 - j. **Appeals.** In the event that Medina appeals a case, Medina will be charged the fee to file a notice of appeal and the cost for copying the recording of the proceedings.
5. **Formation of Medina Municipal Court.** Medina has by Ordinance No. 38 created a municipal court pursuant to chapter 3.50 RCW for statutory purposes only. Medina designates the Kirkland Municipal Court to operate as the municipal court for Medina. A case filed in Kirkland Municipal Court will continue to be identified as a case filed by Medina. Medina may revoke the provisions of this subsection. Medina will notify Kirkland of the effective date of such revocation, which may be immediately.
- a. **Municipal Judge.** Medina shall appoint the current elected Kirkland Municipal Court Judge to preside over its municipal court.
 - b. **Judges Pro Tem.** Medina agrees that the Judge(s) Pro Tem will be appointed in accordance with Kirkland Municipal Code 3.49.040(d).
 - c. **Salary.** Kirkland shall provide that the Municipal Court Judge be compensated as established by the City of Kirkland.
6. **Cost of Contract and Payments.** Commencing January 1, 2017, Medina shall pay Kirkland for providing municipal court services on a per case basis. For each criminal citation filed by Medina, Kirkland shall be paid \$155.00 plus an inflation factor based upon the June 2015-June 2016 Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W). For each traffic, parking, or non-traffic infraction filed by Medina, Kirkland shall be paid \$30.00 plus an inflation factor based upon the June 2015-June 2016 Seattle-Tacoma-Bremerton Consumer Price Index

(CPI-W). These filing fees shall be the sole compensation due Kirkland for all services provided, and shall fully discharge Medina's obligations for payment of the costs Medina's municipal court pursuant to RCW 39.34.180. These fees shall be paid regardless of whether the cases are later dismissed without a full adjudication. Medina shall additionally pay all other costs as specified as the responsibility of Medina in Section 4.

- a. On a monthly basis, Kirkland shall bill Medina for amounts due under this Agreement. Medina shall pay the amount due within 45 days of receipt. However, if Medina has a good faith dispute with the amount of the invoice, Medina shall pay the non-disputed amount with the time frame set forth in this subsection.

7. Adjustment of Fees and Costs.

- a. **Annual adjustment.** Commencing January 1, 2017, the fees and costs in Section 6 shall be indexed to provide an automatic fees and costs increase each January 1st. The June to June Seattle-Tacoma-Bremerton Consumer Price Index (CPI-W) will be used to determine the increase in fees and costs each year. The Court Administrator shall compute the fee increase and the new schedule shall become effective immediately after the annual fee increase calculation. The Court Administrator shall provide written notice to Medina of any fee or cost increases by September 30th for any increases taking effect January 1st of the following year.
- b. **Adjustment for additional duties.** In the event that Kirkland's duties under this Agreement are enlarged or increased due to state mandates or new requirements from Medina, Kirkland may need to increase the filing fees or add a supplemental monthly fee from Medina to cover the costs of the enlarged or increased duties. Kirkland will notify Medina of the proposed amount and effective date of the fee changes, at least 90 days in advance, and Medina may request use of the dispute resolution process in Section 16 concerning the amount of the fee change.

8. Compensation for Court Costs. Medina shall receive one hundred percent (100%) of Local Court Revenues, Washington State Revenues, and King County Revenues, from Medina cases. The revenues paid to Medina shall exclude the following:

- a. Revenues which are not able to be dispersed by statute,
- b. Probation revenues (supervised monitoring, court compliance monitoring, and records checks only),
- c. Revenues collected to copy records or court proceedings;
- d. Not Sufficient Funds (NSF) fee recoupment received at the municipal court; and
- e. Restitution as may be awarded by a judge.

9. Factors Considered. In entering into this Interlocal Agreement for municipal court services, as required by RCW 39.34.180, Medina and Kirkland have considered the anticipated costs of

For Kirkland: City Manager
 City of Kirkland
 123 Fifth Avenue
 Kirkland, WA 98033

Either party may change its address under this Section by serving written notice of the change to the other party.

18. Indemnification. The parties shall indemnify each other as follows:

- a. Kirkland shall protect, defend, indemnify and save harmless Medina, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omission of Kirkland, its officers, employees or agents in performing this Agreement.
- b. Medina shall protect, indemnify and save harmless Kirkland, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of Medina, its officers, employees or agents in performing this Agreement.
- c. The provisions of this section shall survive the expiration or termination of this Agreement. No obligations shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

19. 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 attorney's and expert witness fees. A party may not file a lawsuit as plaintiff regarding the annual adjustment of filing fees without first participating in non-binding mediation/dispute resolution.

20. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter of this Agreement. Nothing in this Agreement shall make an employee of Medina an employee of Kirkland for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation in accordance with Title 51 RCW, or any other rights or privileges accorded Kirkland employees by virtue of their employment. Nothing in this Agreement shall make an employee of Kirkland an employee of Medina for any purpose, including, but not limited to for withholding taxes, payment of benefits, worker's compensation in accordance with Title 51 RCW, or any other rights or privileges accorded Medina employees by virtue of their employment.

21. Severability. In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

22. No Assignment. No party to this Agreement shall transfer or assign any right or obligation under this Agreement without the prior written consent of the other party. Any act in derogation shall be null and void; provided, however that any such assignment shall not

relieve the party making such assignment of its obligations under this Agreement. This provision does not apply to collection services.

23. **Recording.** Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

24. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter of this Agreement. There are no other representations, agreements, or understandings, oral or written, between the parties 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.

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names in the spaces provided below.

Dated this _____ day of _____, 2016.

CITY OF KIRKLAND

CITY MANAGER

ATTEST/AUTHENTICATED:

CITY CLERK

APPROVED AS TO FORM:

CITY OF MEDINA

CITY MANAGER

ATTEST/AUTHENTICATED:

CITY CLERK

APPROVED AS TO FORM:
