

**INTERLOCAL AGREEMENT FOR MUNICIPAL COURT SERVICES
BETWEEN THE CITY OF MERCER ISLAND
AND THE CITY OF NEWCASTLE**

THIS AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2004 by and between the City of Mercer Island, a municipal corporation in the State of Washington (“Mercer Island”), and the City of Newcastle, a municipal corporation in the State of Washington (“Newcastle”).

WHEREAS, Newcastle desires to utilize the municipal court services of the City of Mercer Island; and

WHEREAS, Mercer Island has offered to provide these services to Newcastle; and

WHEREAS, municipal court services provided by Mercer Island will include court staff, a municipal judge, and overhead and support costs; and

WHEREAS, this Agreement is made pursuant to the Interlocal Cooperation Act, Chapter 39.80 RCW and shall take effect upon approval by the City Council of each party, execution by the City Manager of each City and recording of this Agreement with the King County Department of Records;

NOW, THEREFORE, in consideration of the terms and provisions hereof, it is agreed by and between Newcastle and Mercer Island as follows:

- 1. PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for the processing of Newcastle criminal citations and infractions by the Mercer Island Municipal Court, to set forth the fees to be paid by Newcastle for such services, and to enumerate the court services to be provided by Mercer Island.
- 2. MUNICIPAL CASES AND MUNICIPAL COURT SERVICES.** Commencing January 1, 2005, Mercer Island shall provide court services in the Mercer Island Municipal Court for all municipal cases filed by Newcastle. Mercer Island shall provide court services to Newcastle at the same level as Mercer Island provides for the same type of cases originating in Mercer Island.
 - a. Municipal Cases.** Municipal cases shall include all civil or traffic and other infraction actions, and criminal citations/complaints filed by Newcastle in the Mercer Island Municipal Court.
 - b. Municipal Court Services.** The following court services shall be provided by Mercer Island under this Agreement.
 - (1) Court Staff. Mercer Island shall provide court staff necessary to process all criminal and civil citations filed by Newcastle. Mercer Island shall provide a level of service the same as that provided for Mercer Island cases and that which is necessary for the efficient processing of all municipal cases. By way of illustration and not by

limitation, this “processing” shall include the issuance of all subpoenas, warrants, maintenance of court files for all municipal cases, case scheduling for all municipal cases, and processing of all fines and forfeitures for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all Newcastle cases filed, or to be filed, by Newcastle in Municipal Court, 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, the duties of municipal courts regarding appeals and all local court services imposed by state statute, court rule, Newcastle ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the DISCIS/Judicial Information System as appropriate for all municipal cases. Newcastle shall be responsible for discovery for all municipal cases.

- (2) Bailiff. Mercer Island shall provide a court bailiff to be present in and around the courtroom during the Newcastle municipal calendars.
- (3) Municipal Judge. Mercer Island shall appoint a qualified judge or judge *pro tem* who will preside over the Newcastle municipal cases. The Newcastle City Manager shall provide input to the Mercer Island City Manager in connection with the selection or reappointment of any municipal judge. Payment to the judge shall be made by Mercer Island.
- (4) Electronic Home Detention. When appropriate, the Mercer Island Municipal Court shall consider the use of electronic home detention programs and other alternative sentences for Newcastle defendants. The Mercer Island Municipal Judge will provide any court monitoring probation services for Newcastle defendants. However, Newcastle may elect to contract independently for probation services for Newcastle defendants.
- (5) Supplies and Forms. The City of Mercer Island shall provide all forms and paperwork necessary for processing municipal cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.
- (6) Language Interpretation. The City of Mercer Island shall provide and pay for all language interpretation services for defendants.
- (7) Jury Fees. Mercer Island shall pay all jury fees for Newcastle municipal cases.
- (8) Witness Fees. Newcastle shall pay for all fees for witnesses requested by Newcastle’s prosecutor.
- (9) Collection for Nonpayment. Mercer Island will, through the same collection process as is used for Mercer Island cases, collect all fines and fees past due for Newcastle cases.

- (10) Miscellaneous Equipment, Facility and Utility Costs. Mercer Island shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The City of Mercer Island shall provide the use of the Mercer Island municipal courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Mercer Island 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.
 - (11) Screening Services. Either the municipal judge or a screener paid by the City of Mercer Island will provide screening services to determine whether a Newcastle defendant qualifies for public defense services.
3. **FEES.** In consideration of the services and supplies enumerated above, a filing fee is set for every criminal citation or infraction filed with the Mercer Island Municipal Court of \$250 for a criminal citation and \$21.00 for an infraction. Mercer Island will retain 86% of Local Court Revenues (defined below) as payment for all court services in lieu of collecting this filing fee; provided, however, that if there is a percentage increase under the terms of that certain King County Interlocal Agreement for Provision of District Court Services, which agreement commences January 1, 2005 and terminates December 31, 2006, the percentage of this Agreement shall correspondingly increase. "However, in no event shall the percentage exceed 100% of Newcastle Local Court Revenues, meaning Newcastle shall not be required to pay Mercer Island if the combined total of Mercer Island Local Court Revenues and Newcastle Local Court Revenues fails to meet or exceed total court costs." After one (1) year of court operation, the parties agree to review the foregoing methodology of revenue retention and expense obligation and discuss whether or not a different methodology would be preferable and acceptable to the parties.
4. **LOCAL COURT REVENUES DEFINED.** Local Court Revenues include all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from Newcastle filed cases after payment of any and all assessment required by state law. Local Court Revenues include all revenues defined above received by the Mercer Island Municipal Court as of opening of business on January 1, 2005. Local Court Revenues exclude:
 - a. Restitution or reimbursement to either Newcastle or a Newcastle criminal victim, or other restitution as may be awarded by a judge; and/or
 - b. Reimbursement of public defender or jail costs on Newcastle filed cases.
5. **QUARTERLY REPORTING.** Mercer Island will provide to Newcastle a quarterly remittance report listing Newcastle cases filled and revenues received for all Newcastle cases on which fines and other Newcastle revenue is calculated in a format mutually agreed to by the parties.

6. **NEWCASTLE MUNICIPAL COURT CALENDAR.**
 - a. The Newcastle municipal court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor. Matters heard on the regularly scheduled Newcastle municipal calendar shall be pretrial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials will be scheduled for one day per month.
 - b. Release hearings and arraignment hearing for Newcastle defendants may be held on other days consistent with the procedure for Mercer Island arraignment and release hearings.
7. **APPEARANCE BY NEWCASTLE PROSECUTOR NOT REQUIRED FOR CERTAIN MATTERS.** The Newcastle prosecutor will not be required to be present for arraignments, release hearings, contested infraction hearings, or infraction mitigation hearings. In addition, defendants held in custody on Newcastle charges shall be brought before the Mercer Island municipal court judge for first appearances in accordance with state law and in the same manner as defendants held in custody on Mercer Island charges are so brought forth.
8. **SUBPOENAS.** Mercer Island Municipal Court shall issue subpoenas for infractions and as timely requested by pro se defendants. The court will use the witnesses identified by the police on either the back of the Newcastle citation or the police report. Issuance of all other subpoenas shall be the responsibility of the prosecutor or defense counsel.
9. **DURATION.** The initial term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2005, unless terminated earlier pursuant to Section 10 (Termination.). Newcastle shall have an option to annually renew this Agreement commencing on January 1, 2006. Said renewals shall be subject only to mutual agreement of the parties with the schedule of fees and compensation for court services. Both parties acknowledge that the City of Bellevue may be forming a Bellevue Municipal Court on or after January 1, 2007 and that both parties are interested in discussing this option with the City of Bellevue.
10. **TERMINATION OF AGREEMENT.** Newcastle shall provide written notice of its intent to renew or terminate this Agreement without cause not less 180 days prior to expiration of this agreement or any renewal thereof. Mercer Island shall provide written notice of its intent to terminate this Agreement not less than one hundred eighty (180) 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 Mercer Island municipal court to the new venue. If appropriate, this transition may involve compensation, on a case-by-case basis, for cases left "open" after termination of this agreement and after transition to the new venue.
11. **FINANCING.** There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

12. **PROPERTY.** This Agreement does not provide for the acquisition, holding or disposal of real or personal property.
13. **JOINT ADMINISTRATIVE BOARD.** No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Manager for Newcastle or his designee, and the City Manager and Mercer Island municipal court judge for Mercer Island.
14. **INDEMNIFICATION.**
 - a. Mercer Island shall protect, indemnify and save harmless Newcastle, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Mercer Island, its officers, employees and agents in performing this Agreement.
 - b. Newcastle shall protect, defend, indemnify and save harmless Mercer Island, 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 Newcastle, its officers, employees or agents in performing this Agreement.

The provisions of this Section shall survive the expiration or termination of 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 City Managers of each city and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution.
16. **INDEPENDENT CONTRACTOR.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Newcastle an employee of Mercer Island, and vice versa, for any purpose, including without limitation, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW or any other rights or privileges according to either city's employees by virtue of their employment. At all times pertinent hereto, employees of Mercer Island are acting as Mercer Island employees and employees of Newcastle are acting as Newcastle employees.
17. **NOTICES.** All notices shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

CITY OF MERCER ISLAND
City Manager
9611 S.E. 36th Street
Mercer Island, WA 98040-3732

CITY OF NEWCASTLE
City Manager
13020 SE 72nd Place
Newcastle, WA 98059-3030

18. **RECORDING.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution.
19. **GENERAL PROVISIONS.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either of the Parties defaults on the performance of any terms of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorney fees, costs and expenses. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED the year and date set forth above.

CITY OF MERCER ISLAND

By _____
Richard M. Conrad
City Manager

APPROVED AS TO FORM:

Londi K. Lindell, City Attorney

CITY OF NEWCASTLE

By _____
Robert M. Hendrickson
Deputy City Manager

APPROVED AS TO FORM:

Dawn Findley, City Attorney

