

PS 21300d

1-05 to 12-06

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND THE CITY OF DES MOINES FOR MUNICIPAL COURT SERVICES AND FACILITIES**

WHEREAS, the City of Normandy Park (hereafter "Normandy Park") is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines (hereafter "Des Moines") 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 (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 and 3.50.805 authorize municipal corporations to enter into interlocal agreements for municipal court services; and

WHEREAS, Des Moines currently operates a municipal court; and

WHEREAS, Des Moines is willing to provide these municipal court services to Normandy Park; and

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, Normandy Park and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is to provide municipal court services to Normandy Park

2. Administration. 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.

The City of Des Moines's representative shall be Anthony Piasecki, City Manager.

The Des Moines Court's representative shall be Jennefer Henson, Court Administrator.

The City of Normandy Park's representative shall be the City Manager.

No joint acquisition of real or personal property is contemplated hereunder. Normandy Park agrees that court operations under this Agreement will be as provided for by Des Moines Municipal Code Chapter 3.49.

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3. Duties of Des Moines. Des Moines shall perform the following duties:
- (a) Provide all municipal court services for Normandy Park. For the purpose of this Agreement, "municipal court services" shall include all local court services currently provided by Des Moines Municipal Court including, filing, processing, adjudication, and penalty enforcement of all Normandy Park cases filed, or to be filed, by Normandy Park in Des Moines Municipal Court. This includes, but is not limited to, issuance of search and arrest warrants, issue subpoenas for criminal and traffic citations, motions and evidentiary hearings, pre-trials, bench trials, jury trials, sentencing, reviews, post-trial motions and court security. Des Moines shall provide all necessary court services personnel, equipment and facilities to perform the foregoing described Municipal Court Services in a timely manner as required by law and court rule.
  - (b) Provide facilities, materials, and support staff of the municipal judge(s) and pro tem judge(s).
  - (c) Compensate the municipal judge(s) and pro tem judge(s), as per the terms of this Agreement.
  - (d) Accept all misdemeanor criminal and infraction filings and timely process and adjudicate the same.
  - (e) Remit all revenues due and owed to the State of Washington in connection with Normandy Park cases.
  - (f) Provide collection services to collect court-mandated costs and assessments.
  - (g) Provide video court services for Normandy Park cases, where the defendants are being held in the King County jail or any other detention facility that offers video court services.
  - (h) Provide traffic school for Normandy Park traffic infraction cases in accordance with the Des Moines Traffic School guidelines.
  - (i) Provide prisoner transportation to and from any jail facility for all court proceedings or jail commitment purposes.
  - (j) Probation services will be court monitored.

- (k) Provide Domestic Violence Advocate services for Normandy Park cases.
  - (l) Provide a Bench Warrant walk-in calendar for all Normandy Park criminal cases.
4. Duties of Normandy Park. Normandy Park shall perform the following duties:
- (a) Prosecution. Unless modified by separate written agreement, Normandy Park shall be responsible for providing prosecution services for all misdemeanors and infractions that are filed on its behalf. Normandy Park prosecution shall provide discovery for its cases.
  - (b) Public Defender. Normandy Park shall provide public defense services as needed for its cases and cover all public defense costs for indigent defendants who are charged with misdemeanors in its respective jurisdiction.
  - (c) Pro Tems. The Normandy Park City Manager will appoint the Des Moines Municipal Judge as the Normandy Park Municipal Judge. The Normandy Park Judge may appoint pro tem when needed.
  - (d) Issuance of Citations. Citations issued by Normandy Park shall contain the applicable arraignment date in accordance with the Des Moines arraignment calendar.
  - (e) Filing of Tickets. Criminal citations and infractions issued by Normandy Park shall be filed with the Des Moines Court within 2 business days after the violation or ticket issuance. If a person is booked in to a Jail facility, Normandy Park Police must fax the police report to the Des Moines Municipal Court no later than 6:00 AM the next day.
  - (f) Warrants. Whenever Normandy Park executes a warrant, Normandy Park shall contact the Des Moines Municipal Court and make a return on the warrant as soon as possible.
  - (g) Jail Costs. Normandy Park is responsible for incarceration arrangements for its defendants and the cost for such incarceration.
  - (h) Appeals. In the event that Normandy Park appeals a case, Normandy Park will be charged the fee to file a notice of appeal and the costs for preparing and/or copying any tapes.

(i) Normandy Park may direct Des Moines to hold court at an alternate location of Normandy Park's choosing in the event of jurisdictional concerns. Normandy Park will work with Des Moines to facilitate court logistics. As many administrative duties as possible will continue to be performed at the Des Moines Municipal Court. Des Moines shall increase the filing fees or add a supplemental monthly fee for Normandy Park to cover the costs of the satellite court. Des Moines will notify Normandy Park of the effective date of any fee changes. Either party may request mediation as to the amount of a fee change. Normandy Park shall remit the new fees from their effective date even if mediation is requested. In addition, if Normandy Park has required Des Moines to operate a satellite court, either Normandy Park or Des Moines shall have the option to terminate this Agreement on 12 months' notice.

5. Normandy Park Municipal Court Created. Establishment. Each contracting city is creating a municipal court. This court is being established for statutory purposes only. Normandy Park hereby designates the Des Moines Municipal Court to operate as the municipal court for Normandy Park. A case filed in Des Moines Municipal Court will continue to be identified as a case filed by Normandy Park. Normandy Park may revoke the provisions of this subsection. Normandy Park will notify Des Moines of the effective date of such revocation, which may be immediately.

(a) Municipal Judge. The City Manager of Normandy Park shall appoint a Municipal Judge to preside over its respective municipal court. Normandy Park agrees to appoint the current Des Moines Municipal Judge to this position. The appointed Municipal Judge shall be qualified in accordance with state law, including holding a law degree and being admitted to practice law under the laws of the State of Washington. If hiring a new Judge, Des Moines agrees that Normandy Park shall be involved in the selection process regarding its choice of a Judge prior to the appointment.

(b) Court Administrator. The City Manager of Normandy Park shall appoint a Court Administrator to supervise the municipal court. Normandy Park agrees to appoint the current Des Moines Court Administrator to this position. The appointed Court Administrator shall be qualified in accordance with City of Des Moines current job description. If hiring a new Court Administrator, Des Moines agrees that Normandy Park shall be involved in the selection process regarding its choice of a Court Administrator prior to the appointment.

(c) Salary. Normandy Park shall provide that the Judge and Court Administrator be compensated as established by the City of Des Moines.

6. Cost of Contract and Payments. Normandy Park shall pay Des Moines for providing municipal court services on a per case basis. For each criminal citation filed by Normandy Park, Des Moines shall be paid \$110.00 by Normandy Park. For each traffic, parking, or non-traffic infraction filed by Normandy Park, Des Moines shall be paid \$30.00 by Normandy Park. These fees shall be paid regardless of whether the cases are later dismissed without a full adjudication.

(a) On a monthly basis, Des Moines shall bill Normandy Park for amounts due under this Agreement. Normandy Park shall pay the amount due within 45 days of receipt. However, if Normandy Park has a good faith dispute with the amount of the invoice, Normandy Park shall pay the non-disputed amount within the time frame set forth in this section.

7. Compensation for Court Costs. Pursuant to RCW 3.62.070 and RCW 39.24.180, Normandy Park shall receive 100% of Local Court Revenues, with the exception of traffic school revenues received at the Des Moines Police Department.

(a) In entering into this Agreement for Municipal Court Services, Normandy Park and Des Moines have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

8. Local Court Revenues Defined. The Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from Normandy Park cases filed after payment of any and all assessments required by state law thereon. Local Court revenues include all revenues defined above received by the Court as of opening of business January 1, 2005. Local Court Revenues exclude:

(a) Restitution or reimbursement to Normandy Park or a crime victim, or other restitution as may be awarded by a judge.

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

10. Monthly Reporting and Monthly Payment to City. Des Moines shall provide to Normandy Park a monthly remittance report and a check or wire transfer for Local Court Revenues no later than ten business days after the end of the calendar month. In addition, Des Moines will provide to Normandy Park a report listing Normandy Park cases filed with Des Moines Municipal Court.

11. Indemnification.

(a) Normandy Park Ordinances, Rules and Regulations. In executing this Agreement, Des Moines does not assume liability or responsibility for or in any way release Normandy Park from any liability or responsibility which arises in whole or in part from the existence or effect of Normandy Park ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Normandy Park ordinance, rule, or regulation is at issue, Normandy Park shall defend the same at its sole expense and if judgment is entered or damages are awarded against Normandy Park, Des Moines, or both, Normandy Park shall satisfy the same, including all chargeable costs and attorneys' fees.

(b) Normandy Park Indemnification of Des Moines. Normandy Park shall indemnify, defend, and hold harmless Des Moines, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of Normandy Park), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Normandy Park's acts, errors or omissions with respect to the subject matter of this agreement; provided, however,

(i) Normandy Park's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of Des Moines, its officers, agents or employees; and

(ii) Normandy Park's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of

Normandy Park and Des Moines shall apply only to the extent that Normandy Park's actions or negligence caused or contributed thereto.

(c) Des Moines Indemnification of Normandy Park. Des Moines shall indemnify, defend, and hold harmless Normandy Park, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death or persons (including employees of Des Moines), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Des Moines' acts, errors or omissions with respect to the subject matter of this agreement; provided, however

(i) Des Moines' obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of Normandy Park, its officers, agent or employees; and

(ii) Des Moines' obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Des Moines and Normandy Park shall apply only to the extent that Des Moines' actions or negligence caused or contributed thereto.

(d) Indemnification for Events Occurring Prior to Termination of Court Services. The obligation to indemnify, defend and hold harmless for those injuries provided for in Sections 13(b) and 13(c) extends to those events occurring prior to the termination of court services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

12. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Normandy Park and/or Des Moines to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.



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

18. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through 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.

19. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

20. Duration and Termination.

(a) Initial Term. The initial terms of this Agreement shall be for a period of two (2) years. The Agreement shall take effect on January 1, 2005 or as soon thereafter as all of the following events have occurred:

(i) Approval of the Agreement by the official action of the governing bodies of each of the parties hereto.

(ii) Execution of the Agreement by the duly authorized representative of each of the parties hereto.

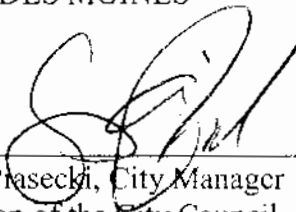
(iii) Filing a copy of this Agreement with King County Department of Records and Elections.


Interlocal Agreement Between Normandy Park and  
Des Moines for Municipal Court Services and Facilities  
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DATED this 28<sup>th</sup> day of OCTOBER, 20 04.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By   
Anthony Prasecki, City Manager  
By direction of the City Council  
Taken 9-30-04

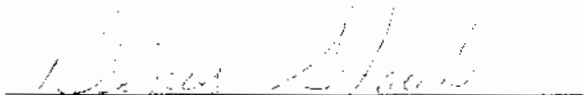
  
Merlin MacReynold, City Manager  
By direction of the City Council  
Taken 9-14-04

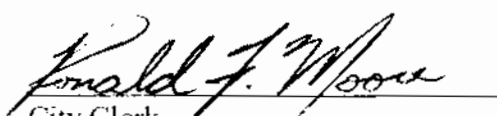
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Attest:

Attest:

  
City Clerk

  
City Clerk

Approved as to Form:

Approved as to Form:

  
Linda Marousek, City Attorney

  
Susan Sampson, City Attorney