

**INTERLOCAL AGREEMENT FOR  
MUNICIPAL COURT SERVICES  
BETWEEN THE CITY OF MARYSVILLE  
AND THE CITY OF LAKE STEVENS**

THIS AGREEMENT is made and entered into this day by and between the City of Marysville ("Marysville"), a municipal corporation in the State of Washington, and the City of Lake Stevens ("Lake Stevens"), a municipal corporation in the State of Washington.

WHEREAS, Lake Stevens desires to utilize the municipal court services of the City of Marysville; and

WHEREAS, Marysville has offered to provide these services to Lake Stevens; and

WHEREAS, municipal court services provided by Marysville will include court staff, a municipal judge pro tem, a public defender, jury and witness fees, interpreter services, and overhead and support costs; and

WHEREAS, this Agreement shall take effect upon approval by the City Council of each party and the execution by the Mayor of each City;

NOW, THEREFORE, in consideration of the terms and provisions hereof, it is agreed by and between Lake Stevens and Marysville as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for the processing of Lake Stevens criminal citations and infractions by the Marysville Municipal Court, to set forth the fees to be paid by Lake Stevens for such services, and to enumerate the court services to be provided by Marysville.

2. **MUNICIPAL CASES AND MUNICIPAL COURT SERVICES.** Marysville shall provide court services in the Marysville Municipal Court for all municipal cases filed by Lake Stevens. Marysville shall provide court services to Lake Stevens at the same level as Marysville provides for the same type of cases originating in Marysville.

a. **Municipal Cases.** Municipal cases shall include all civil or traffic and other infraction actions, and criminal citations/complaints filed by Lake Stevens in the Marysville Municipal Court.

b. **Municipal Court Services.** The following court services shall be provided by Marysville under this Agreement.

(1) Court Staff. Marysville shall provide court staff necessary to process all criminal and civil citations filed by Lake Stevens. Marysville shall provide a level of service the same as that provided for Marysville 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 Lake Stevens cases filed, or to be filed, by Lake Stevens in Municipal Court, including, but not limited to, the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, PSI, sentencings, post-trial motions, the duties of municipal courts regarding appeals and all local court services imposed by state statute, court rule, Lake Stevens ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the Discis system as appropriate for all municipal cases. Lake Stevens shall be responsible for discovery for all municipal cases.

(2) Bailiff. Marysville shall provide a court bailiff to be present in and around the courtroom during the Lake Stevens municipal calendars.

(3) Municipal Judge. Marysville shall appoint a qualified judge or judge *pro tem* who will preside over the Lake Stevens municipal cases. Payment to the judge shall be made by Marysville but such payment shall be funded entirely through fees collected from Lake Stevens as identified in section 3, below.

(4) Public Defender. Marysville shall provide the services of a public defender, who shall serve as court-appointed counsel for indigent defendants. Public defender services shall be provided on the same terms as contained in the contract for public defender services between Marysville and the public defender. Lake Stevens shall reimburse Marysville for the actual costs of public defender services for Lake Stevens cases. Lake Stevens shall not be charged for any of the public defender's time outside the regularly scheduled Lake Stevens municipal calendar. Alternatively, Lake Stevens may, at its option, contract for public defender services, in which case it will be responsible for all direct costs associated with the service for Lake Stevens cases.

(5) Public Defender Screening. The Municipal Court Judge shall screen defendants for eligibility for public defender services.

(6) Home Monitoring. When appropriate, the Marysville Municipal Court shall consider the use of home-monitoring or home-detention programs and other alternative sentences for the sentencing of Lake Stevens defendants. Lake Stevens agrees to reimburse Marysville for the shortfall of any Lake Stevens defendants' failure to pay home monitoring or home detention fees. Marysville shall not provide probation services for Lake Stevens defendants. However, Lake Stevens may elect to contract independently for probation services for Lake Stevens defendants.

(7) Supplies and Forms. The City of Marysville 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.

(8) Language Interpretation. The City of Marysville shall provide and pay for all language interpretation services for defendants and necessary witnesses. Lake Stevens agrees to reimburse Marysville for the actual costs for such services.

(9) Jury and Witness Fees. Marysville shall pay all jury and witness fees for Lake Stevens municipal cases. Lake Stevens agrees to reimburse Marysville for the actual costs of such jury and witness fees. Lake Stevens will reimburse Marysville one-half the costs of the jurors if Marysville and Lake Stevens share a jury panel on the day of jury trials. If a Lake Stevens case goes to trial beyond the first day, Lake Stevens will reimburse Marysville for the actual costs of the jurors.

(10) Collection for Nonpayment. Marysville will, through the same collection process as is used for Marysville cases, collect all fines and fees past due for Lake Stevens cases. For those cases sent out to a collection agency, Lake Stevens will assign such collections to such collection agency.

(11) Miscellaneous Equipment, Facility and Utility Costs. Marysville shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The City of Marysville shall provide the use of the Marysville 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. Marysville 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.

3. **FEES**. In consideration of the services and supplies enumerated in section 2, above, Lake Stevens shall pay Marysville \$32.00 for the filing fee for each infraction and criminal citation. The above-referenced fees may be revised prior to contract renewals pursuant to section 8, below, for the succeeding contract period. The basis for each filing fee is shown in **Exhibit A** and by this reference is fully incorporated herein.

4. **FINES AND FORFEITURES**. Marysville shall remit monthly to Lake Stevens all fines, forfeitures, costs, penalties, fees, assessments, parking ticket payments, and any other money imposed and/or accrued by the municipal court associated with Lake Stevens municipal cases. Each party shall be responsible for transmitting to the State of Washington that portion of all fines and bail forfeitures required under state law to be paid. Marysville will provide on a monthly basis to Lake Stevens copies of billing documentation for services provided by the public defender, probation, language interpreter and jury and witness fees.

5. **MONTHLY REPORTING.** Marysville will provide to Lake Stevens a monthly remittance report listing Lake Stevens cases filed and revenues received for all Lake Stevens cases on which fines and other Lake Stevens revenue is calculated in a format consistent with the requirements described in **Exhibit B**. Unless modified by mutual agreement, Exhibit B shall set out the content for financial reporting to Lake Stevens from Marysville.

6. **PERFORMANCE MEASURES.** The parties agree that the performance measures described in **Exhibit C** will be periodically reported not less frequently than quarterly, as indicated. These measures are for continuous discussion and review by the City Administrators of each city, and are not the basis for nonpayment by either party. The performance measures may be altered from time to time as agreed by the City Administrators.

7. **LAKE STEVENS MUNICIPAL COURT CALENDAR.**

a. The Lake Stevens 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 Lake Stevens 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. Consistent with the intent of section 8, below, release hearings and arraignment hearings for Lake Stevens defendants may be held on other days consistent with the procedure for Marysville arraignment and release hearings.

8. **APPEARANCE BY LAKE STEVENS PROSECUTOR NOT REQUIRED FOR CERTAIN MATTERS.** The Lake Stevens 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 Lake Stevens charges shall be brought before the Marysville municipal court judge for first appearances in accordance with state law and in the same manner as defendants held in custody on Marysville charges are so brought forth. In any case where the Lake Stevens prosecutor desires to be heard on a particular in-custody issue, the prosecutor will transmit his or her recommendation by facsimile to the courtroom or, in the alternative, the prosecutor will be available for conference call in the courtroom.

9. **SUBPOENAS.** Marysville 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 Lake Stevens citation or the police report. Issuance of all other subpoenas shall be the responsibility of the prosecutor or defense counsel.

10. **DURATION.** The initial term of this agreement shall commence upon execution by both parties and shall expire on December 31, 2001, unless terminated earlier pursuant to Section 11 (Termination). Lake Stevens shall have an option to renew this agreement for a three-year term commencing on January 1, 2002 and ending on December

31, 2004, and a second renewal for a four-year term, commencing on January 1, 2005 and ending on December 31, 2008. Said renewals shall be subject only to mutual agreement of the parties with the schedule of fees set forth in Section 3 above.

11. **TERMINATION OF AGREEMENT.** Lake Stevens shall provide written notice of its intent to renew or terminate this agreement without cause not less than 180 days prior to expiration of this agreement or any renewal thereof. Marysville 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 Marysville 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.

12. **FINANCING.** There shall be no financing of any joint or cooperative undertaking pursuant to this interlocal agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this agreement.

13. **PROPERTY.** This interlocal agreement does not provide for the acquisition, holding or disposal of real or personal property.

14. **JOINT ADMINISTRATIVE BOARD.** No separate legal or administrative entity is created by this agreement. To the extent necessary, this interlocal agreement shall be administered by the City Administrator for Lake Stevens or his designee, and the City Administrator and Court Administrator for Marysville. In order to review and resolve operation and coordination issues between Marysville and Lake Stevens, there may be a Management Review Committee consisting of 1) Marysville City Administrator or designee, 2) Marysville Court Administrator, 3) Lake Stevens City Administrator or designee, 4) Municipal Judge, and 5) both Chiefs of Police.

15. **INDEMNIFICATION.**

a. Marysville shall indemnify and hold harmless Lake Stevens and its officers, agents, employees and elected officials or any of them from any and all claims, actions, suits liability, loss, costs, expenses and damages of any nature whatsoever by any reason of or arising out of any act or omission of Marysville, its officers, agents, employees and elected officials, or any of them relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss or damage is brought against Lake Stevens, Marysville shall defend the same at its sole cost and expense, provided that Lake Stevens retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Lake Stevens or its officers, agents, employees and elected officials, or any of them, or jointly against Lake Stevens and Marysville and their respective officers, agents, employees and elected officials, or any of them, Marysville shall satisfy the same.

b. Lake Stevens shall indemnify and hold harmless Marysville and its officers, agents, employees and elected officials, or any of them, from any and all

claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Lake Stevens, its officers, agents, employees and elected officials, or any of them, relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss or damage is brought against Marysville, Lake Stevens shall defend the same at its sole cost and expense; provided that Marysville retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Marysville or its officers, agents, employees and elected officials, or any of them, or jointly against Marysville and Lake Stevens and their respective officers, agents, employees and elected officials, or any of them, Lake Stevens shall satisfy the same.

16. **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 Administrators of each city or by the Management Review Committee within thirty (30) days, and if unsuccessful, then the parties agree to submit the dispute to non-binding mediation/dispute resolution. Venue for any action relating to the interpretation or enforcement of this agreement shall be in Snohomish County Superior Court.

17. **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 Marysville an employee of Lake Stevens, and vice versa, for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges according to either city's employee by virtue of their employment. At all times pertinent hereto, employees of Marysville are acting as Marysville employees and employees of Lake Stevens are acting as Lake Stevens employees.

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

19. **ASSIGNABILITY.** The rights, duties and obligations of either party to this agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. **NO THIRD-PARTY RIGHTS.** Except as expressly provided herein, nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

21. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the

subject matter of this agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.

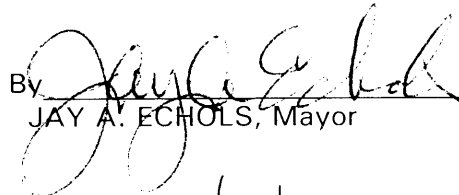
22. **NOTICES.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

CITY OF LAKE STEVENS  
City Administrator  
1812 Main Street  
PO Box 257  
Lake Stevens, WA 98258

CITY OF MARYSVILLE  
City Administrator  
4822 Grove Street  
Marysville, WA 98270


IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF LAKE STEVENS

By   
JAY A. ECHOLS, Mayor


DATE: 9/24/99

APPROVED as to form:

  
DANA D. KAPELA, City Attorney


DATE: Sept. 20, 1999

CITY OF MARYSVILLE

By   
DAVE WEISER, Mayor

DATE: 9/27/99

APPROVED as to form:

  
GRANT K. WEED, City Attorney

DATE: 9/27/99

*EXHIBIT "A"*

*CALCULATION OF FILING FEES FOR DEFENDANTS BASED ON MUNICIPAL  
COURT COST PER CASE.*

## EXHIBIT "B"

### REPORTING REQUIREMENTS AND PROCEDURES

*This exhibit identifies and describes reporting procedures for Marysville. These reports will enable Lake Stevens to:*

- 1) Ensure that the revenue from Lake Stevens cases is appropriately credited to Lake Stevens, enabling Lake Stevens to reconcile the remittance to detail information.*
- 2) Monitor revenue collection trends by filing year, case type, and disposition.*
- 3) Have revenue reported in a way that matches remittances.*
- 4) Provide historical comparisons to current activity for forecasting purposes.*

*It is the intention to provide all reports in an efficient manner, through DISCIS or some other electronic method.*

#### *I. Reporting requirements:*

*A. Monthly Remittance Summary Report- To summarize revenue remitted to the City to show:*

- i) The number of cases (related to the payment amount); and*
- ii) recoupment/reimbursements (fines, forfeitures, costs, penalties, fees, assessments, parking ticket payments and anyother money imposed or accrued on Lake Stevens municipal cases).*

#### *B. Monthly Filing Report-*

- i) Jurisdiction Billing Report - To show listing of all Lake Stevens filings with the Court.*
- ii) Caseload Report - To show caseload statistics by Lake Stevens case type (i.e. DUI, theft, assault, DWLS).*
- iii). Remittance & Disposition Detail - To show remittance and disposition detail.*

#### *II. Management Reporting.*

*A) Infraction Revenue Summary Report- To show summary and detail of Parking, Traffic, and Non-traffic infraction revenue in total and by type.*

- i) Criminal Citation Revenue - To show summary and detail of DWI, Criminal traffic misdemeanor, Non-Traffic misdemeanor revenue in total and by type.*

*III. Annual Reporting. The December report should summarize the results of the full year for all monthly reports where such YTD information is not provided on a monthly basis.*

## EXHIBIT "C"

### PERFORMANCE AND WORKLOAD INDICATORS

The following items will be reported by Marsville on a quarterly basis unless otherwise agreed, when available through DISCUS electronically.

1. Percentage of filings by case type which fail to appear or have a warrant issued
2. DISCUS caseload report, which includes items such as filings by case type, dismissals and number of hearings.
3. Number of guilty/committed by broad case type
4. Time from filing to disposition by broad case type
5. Number of continuances requested/granted by broad case type
6. Number of probation violation review hearings
7. Citation re-offenders by broad case type
8. Percentage completing probation by broad case