

**INTERLOCAL AGREEMENT
For
MUNICIPAL COURT SERVICES
By and Between
CITY OF SUNNYSIDE
And
CITY OF MABTON**

ORIGINAL
1 of 2

THIS AGREEMENT is entered into this 22 day of July, 2008, by and between the CITY OF SUNNYSIDE and the CITY OF MABTON, both municipal governments of the State of Washington, for the provision of municipal court services.

I. Recitals

A. CITY OF SUNNYSIDE, hereafter called "SUNNYSIDE" is a municipal corporation of the State of Washington, with City Hall located at 818 East Edison Avenue, Sunnyside, Washington 98944.

B. CITY OF MABTON, hereafter called "MABTON," is a municipal corporation of the State of Washington, with City Hall located at 305 Main Street in the City of Mabton, Washington 98935.

C. SUNNYSIDE maintains and operates a municipal court for the prosecution of misdemeanor, gross misdemeanor and infractions that occur within the City of Sunnyside. SUNNYSIDE and MABTON desire to enter into an interlocal agreement pursuant to state law, including but not limited to RCW 39.34.180, whereby SUNNYSIDE will provide prosecution and court adjudication and sentencing of cases filed by MABTON in the Sunnyside Municipal Court.

D. The parties do not intend that this Agreement be a repeal of that portion of the Mabton Municipal Code which defines crimes.

II. Agreement

A. Scope of Services. SUNNYSIDE shall provide prosecution services, adjudication through the Sunnyside Municipal Court, and attendant public defender and court interpreter services for MABTON misdemeanor, gross misdemeanor and infraction cases filed by MABTON in the Sunnyside Municipal Court and subject to the jurisdiction of the Sunnyside Municipal Court, subject to the following:

(1) Sentencing. Notwithstanding the above, MABTON shall be solely responsible to provide for incarceration for convicted persons sentenced to jail time for MABTON cases, and to pay the costs of such incarceration.

(2) Public Defender. The obligation of SUNNYSIDE to provide public defender services does not extend to appeals arising out of any MABTON case adjudicated by the Sunnyside Municipal Court, and MABTON shall be solely responsible to pay any such costs on any appeal.

B. Court Revenues. All fines and costs from MABTON cases shall be collected and accounted for by the Sunnyside Municipal Court personnel in accordance with statutes and procedures governing such duties, and paid to MABTON along with an accounting thereof monthly, commencing July 1, 2008. Any uncollectible fines and costs shall be forwarded to collection as directed by MABTON.

C. Cost for Service.

(1) Percentage of Court Costs – Calculation. SUNNYSIDE shall budget annually on or before December 31 of each year the costs of operating, maintaining and administering the Sunnyside Municipal Court, including costs of personnel, contract prosecutor(s), public defenders, interpreter service, salaries of judges and judges pro tem, utilities and other costs associated with operating and maintaining the Sunnyside Municipal Court. For purposes of this Agreement, “costs of Court operations” will not include services of the Sunnyside City Attorney serving as prosecutor. This annual cost shall be divided by twelve to produce a monthly cost of operation for the succeeding year.

Then, using the number of MABTON cases filed in the Sunnyside Municipal Court in the preceding month, expressed as a percentage of all cases for the month filed in the Sunnyside Municipal Court, the percentage of MABTON cases shall be applied against the monthly cost of operation. The resulting percentage of costs shall be the monthly cost to MABTON for the current month. (EXAMPLE: If the total annual cost of operations for the Court equals \$444,350, this number is divided by twelve to equal a monthly base amount of \$37,029. For example, to calculate the payment for June 2008 services, if the percentage of MABTON cases in June 2008 equals 9.9% of the total case load of the Court for June, the monthly charge to MABTON for June services equals 9.9% of \$37,029, which equals \$3,666.)

(2) Monthly Payments - Offset. MABTON shall pay the sum calculated in accordance with Section 3(a) due and payable on or before the twentieth (20th) day of each month; PROVIDED, that SUNNYSIDE may retain and offset the monthly payment due from MABTON from Court revenues generated from MABTON cases from the amount payable to MABTON as such revenue. If the amount retained and offset by SUNNYSIDE is insufficient to satisfy and pay the monthly cost for Court services due from MABTON for that month, MABTON shall pay and tender to SUNNYSIDE the unpaid balance on or before the twentieth (20th) day of each month.

(3) Reports of Office of Administrator of the Courts. Each party shall be responsible to report its respective Court revenues to appropriate offices of the state. Nothing in this Agreement shall obligate either party to be responsible for reporting of such revenues derived from each party's cases filed in the Sunnyside Municipal Court.

(4) Dispute Resolution. In the event the parties cannot agree on the percentage of Court cost calculation, or the ratio of the MABTON cases to the total cases of the Sunnyside Municipal Court, then the parties agree to arbitration pursuant to Chapter 7.04 RCW, in accordance with the procedures of RCW 39.34.180(3).

D. Court Procedures. All court proceedings undertaken and adjudicated pursuant to this Agreement shall be in accordance with applicable statutes, rules applicable to courts of limited jurisdiction, and rules of the Sunnyside Municipal Court. Scheduling of MABTON cases shall be in accordance with schedules and procedures established by the Sunnyside Municipal Court. The Sunnyside Municipal Court shall provide MABTON law enforcement personnel with telephone numbers of prosecutors and judges to facilitate appropriate non-business hour contact for probable cause determinations, issuance of telephonic no-contact orders and applications for telephonic search warrants.

E. Commencement and Term of Agreement. This agreement shall commence July 1, 2008, and shall be in effect for the period July 1, 2008 through December 31, 2017, unless sooner terminated as set forth in Section 6 below.

F. Early Termination. Either party may terminate this agreement by delivering to the other party written notice of termination at least 90 days prior to the effective date of termination, or such longer period mandated by applicable statute. In the event of termination, any and all funds owed to SUNNYSIDE shall be paid by MABTON, and all fines and fees collected from MABTON cases shall be paid by SUNNYSIDE to MABTON, together with all filed MABTON cases and accounts receivable.

G. Applicable Law. This Agreement and any rights and obligations hereunder shall be construed in accordance with the laws of the State of Washington.

H. Venue. Any dispute or proceeding arising out of this Agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Yakima County. Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Yakima County.


I. Hold Harmless – Indemnification. Each party shall indemnify and hold harmless the other, its elected officials, officers, agents, judges, appointed officials and employees from all liability, loss or damage, including costs of defense, they may suffer, or claim to have suffered, as a result of claims, demands, actions, damages, costs or

judgments which result from each party's own negligent acts relating to the services provided or to be provided pursuant to this Agreement.

J. Entire Agreement. This Agreement constitutes the entire agreement of the parties and shall not be modified or amended except in writing signed by both parties.

WHEREFORE, this Agreement is deemed executed on the date first referenced above.


CITY OF SUNNYSIDE


Eric C. Swansen, City Manager

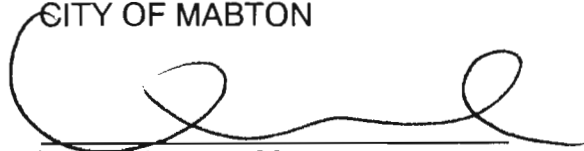
ATTEST:


Deborah A. Estrada, City Clerk

APPROVED AS TO FORM:


Mark A. Kunkler, City Attorney

CITY OF MABTON


Velva Herrera, Mayor

ATTEST:

APPROVED AS TO FORM:

John E. Maxwell, City Attorney