



Agenda Sheet for City Council Meeting of:
04/22/2019

Date Rec'd	4/19/2019
Clerk's File #	OPR 2019-0320
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MUNICIPAL COURT
Contact Name/Phone	HOWARD DELANEY 625-4450
Contact E-Mail	HDELANEY@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0590 INTERLOCAL FOR CRIMINAL JUSTICE SERVICES

Agenda Wording
An interlocal agreement between Spokane Municipal Court, the City of Spokane, and Airway Heights, whereby various City agencies will provide recurring criminal services to Airway Heights.

Summary (Background)
The interlocal agreement will provide some minor revenue for the City, while advancing regional criminal justice cooperation.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Revenue	\$ \$15,000	# 0560-13100-12500-*****-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	DELANEY, HOWARD	Study Session	4/22/19
Division Director	FLEIGER, NATHAN	Other	1/1/2019
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	hdelaney@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mormsby@spokanecity.org	
Additional Approvals		rkokot@spokanecity.org	
Purchasing		tstaab@spokanecity.org	

APPROVED BY
SPOKANE CITY COUNCIL:
4/22/2019
[Signature]
CITY CLERK

Return to:
City of Spokane City Clerk's Office
808 W. Spokane Falls Blvd.
Spokane, WA 99201

With a copy to
City of Airway Heights, City clerk
1208 S. Lundstrom St.
Airway Heights, WA 99001

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SPOKANE AND THE CITY OF AIRWAY HEIGHTS**

THIS AGREEMENT, made and entered into by the City of Spokane, a first class charter city of the State of Washington ("**Spokane**"), and the City of Airway Heights, a code city of the State of Washington ("**Airway Heights**") and the **City of Spokane Municipal Court**, having offices for the transaction of business at 1100 West Mallon Avenue, Spokane, Washington 99260, hereinafter referred to as "**Court**" or "**Spokane Municipal Court**," jointly hereinafter referred to as the "**Parties**" or a "**Party**."

WITNESSETH:

WHEREAS, pursuant to RCW 35.22.200, the Mayor and City Council of Spokane have the care of City property and management of City funds; and

WHEREAS, the City of Airway Heights has established a Municipal Court under the provisions of RCW Chapter 3.50. Under the Council-Manager Plan of city government of the City of Airway Heights, RCW 35A.13.080 states in part that the City Manager shall appoint the municipal judge for a term of four years, subject to confirmation by the City Council;

WHEREAS, RCW Chapter 39.34 (Interlocal Cooperation Act), authorizes cities to contract with each other to perform certain functions which each may legally perform and RCW 39.34.180 expressly permits such contracts to be for the provision of criminal justice services; and

WHEREAS, pursuant to the above-cited statutory provisions, the Parties are desirous of entering into an Interlocal Agreement whereby the City of Spokane will provide municipal court services as set forth herein.

NOW THEREFORE for and in consideration of the mutual promises set forth hereinafter and as provided for in the above-referenced recitals, the Parties agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the City of Spokane, will provide the following services to the City of Airway Heights.

- A. **First Appearances:** This paragraph applies to a person who is booked on one or more Airway Heights charges and must appear before a judicial officer on the next judicial day. The City of Spokane will provide the services of a judicial officer, public defender, prosecutor, and court clerk and conduct a first appearance hearing for the purpose of determining whether such person will be released from custody, released on conditions, or temporarily detained as allowed by law all in accordance with RCW Chapter 10.21, applicable court rules, regulations and judicial precedent.
- B. **Warrant Requests:** A Spokane Municipal Court Judicial Officer will be available 24 hours a day, seven days a week to review, issue and/or recall requests for warrants by Airway Heights law enforcement and other authorized persons permitting the search and seizure of property, premises and persons plus other related matters within the jurisdiction of the Spokane Municipal Court.
- C. **Weekend/Holiday Review for Probable Cause:** A Spokane Municipal Court Judicial Officer will review for probable cause and set conditions of release for any person booked on new Airway Heights charges over the weekend or holidays according to CrRLJ 3.2.1.

SECTION NO. 2: DURATION

This Agreement shall be effective on May 1, 2019, ("**Effective Date**"), and shall terminate on January 31, 2020, unless either Spokane or Airway Heights provides written notice to extend this Interlocal Agreement. Upon receipt of notice, the Parties shall meet and confer to reach an agreement on the terms and conditions for an extended Interlocal Agreement. This Interlocal Agreement shall, following notice, be automatically continued for a sixty (60) day period upon the same terms.

SECTION NO. 3: RESPONSIBILITIES OF SPOKANE MUNICIPAL COURT/CITY OF AIRWAY HEIGHTS

- Pursuant to RCW 35A.13.080, the City Manager under the Council-Manager form of government of the City of Airway Heights shall appoint as of the effective date the Presiding Judge of the Spokane Municipal Court to act as Judge Pro-Tem for the City of Airway Heights Municipal Court for criminal matters that arise in the City of Airway Heights and result in an arrest and booking into the Spokane County Jail followed by a first appearance or probable cause review, or result in a warrant request. The Airway Heights presiding judge shall, by administrative process, appoint all Judicial Officers of the Spokane Municipal Court as pro-tem judges for the Airway Heights Municipal Court for services under this Agreement. The duly appointed Judicial Officers shall exercise the jurisdiction of the Airway Heights

Municipal Court pursuant to the Revised Code of Washington, Washington Administrative Code, applicable Court Rules and the Airway Heights Municipal Code.

- The Spokane Municipal Court will provide the services of sufficient court staff, all courtroom facilities, judge's chambers, clerk's workspace, telephone services, office equipment and supplies, desk space, and electronic devices for court and judicial business, as well as all utilities for the facilities without additional cost to Airway Heights.
- The Court Administrator and Clerks of the Airway Heights Municipal Court are authorized to accept and will accept fines and bonds, court records and will otherwise provide support to the Spokane Municipal Court for Airway Heights defendants brought before a Spokane Municipal Court Judicial Officer.

The Parties shall cooperate fully with one another in order to provide the services to the public contemplated by this Agreement.

SECTION NO. 4: COST OF SERVICES AND PAYMENT

For each time a defendant is brought before a Spokane Municipal Court Judicial Officer, Airway Heights shall pay the amount of \$50 per first appearance. Because the compensation for time spent on a warrant review appearance will be less than the cost of billing that appearance, Spokane Municipal Court declines to charge for that appearance. Weekend review and release on new charges counts as a first appearance under this section.

It is anticipated that the cost to the City of Airway Heights for the services set forth herein will be approximately \$15,000 per year. Payment from Airway Heights to Spokane will be on a quarterly basis with the due dates to be mutually agreed. Following the first two (2) months of this Agreement, the Parties shall meet and confer to determine the reasonable quarterly payment for services set forth herein. At the end of a contract year, the Parties shall engage in a settle and adjust process whereby the actual number of first appearances, bench warrant requests, and weekend reviews are calculated with a determination made as to whether Airway Heights shall be charged additional sums or receive a refund or credit for future services pursuant to this Agreement. To perform this calculation, the Spokane Municipal Court shall provide an itemized billing report that includes, at a minimum, the defendant's name, the case number(s), and date of service for all appearances. Any payment, credit, or refund shall be made within thirty (30) days of the agreed settlement and adjust.

Payments shall be made payable to the City of Spokane and directed to the attention of the Spokane Municipal Court Administrator at the address of the Court. The City, at its sole option, may charge interest on any late payment calculated on any lost interest earning had the amount due been invested since the date due to the date of payment in the City's investment pool.

SECTION NO. 5: ADMINISTRATION OF THIS AGREEMENT

No separate legal entity will be created by the Parties as a result of this Agreement. In compliance with RCW 39.34.030(4), the Parties designate the Spokane Municipal Court Administrator as the administrator of this Agreement.

SECTION NO. 6: INSURANCE

Each Party agrees to procure and maintain for the duration of this Agreement, General Liability, Auto Liability, Errors & Omissions Liability Insurance with minimum coverage limits in the amount of \$5,000,000 per occurrence; Workers Compensation Industrial Injury Insurance at statutory coverage limits; and Property Insurance to cover premises and operations, in an amount determined by the parties. Such insurance shall protect against personal injuries and property damages that arise out of or result from the Spokane's or Airway Heights' acts or omissions under this Agreement to include its agents and employees acting pursuant to this Agreement. Proof of insurance shall be in the form of a Certificate of Insurance, Letter of Risk Pool Member insurance or Letter of Public Entity Self-Insurance with adequate reserves to pay potential losses. For the purpose of this Section, the Spokane Municipal Court Presiding Judge appointed by the City Manager under the Council-Manager Plan of the City of Airway Heights to act the judge of the City of Airway Heights Municipal Court shall be considered an employee of the City.

SECTION NO. 7: MODIFICATION/TERMINATION

No modification of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as the present Agreement.

Spokane or Airway Heights may terminate this Agreement sixty (60) days prior to the end of the existing term or as may be provided by applicable statute. All notices of termination shall be in writing and sent to the other Party at the address set forth in SECTION NO. 9.

SECTION NO. 8: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in association with providing those services provided for herein shall remain with the original owner unless specifically and mutually agreed by the Parties.

SECTION NO. 9: NOTICES

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to Spokane or Airway Heights at the address set forth below for such Party, or at such other address as any Party shall from time-to-time designate by notice in writing to the other Parties:

Spokane: Presiding Judge, Spokane Municipal Court
1100 West Mallon Avenue
Spokane, Washington 99260

Airway Heights: City of Airway Heights, City Clerk
1208 South Lundstrom Street
Airway Heights, WA 99001

SECTION NO. 10: LIABILITY

(a) Spokane shall indemnify and hold harmless Airway Heights and its officers, agents, and employees, 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 negligent act or omission of Spokane, its officers, agents and employees, relating to or arising out of performing services set forth in this Agreement. In the event that any suit based upon such claim, action, loss, or damage is brought against Airway Heights, Spokane shall defend the same at its sole cost and expense; provided that Airway Heights reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Airway Heights, and its officers, agents, and employees, or jointly against Airway Heights and Spokane and their respective officers, agents, and employees, Spokane shall satisfy the same.

(b) Airway Heights shall indemnify and hold harmless Spokane and its officers, agents, and employees, 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 negligent act or omission of Airway Heights, its officers, agents and employees, relating to or arising out of performing services under this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against Spokane, Airway Heights shall defend the same at its sole cost and expense; provided that Spokane reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Spokane, and its officers, agents, and employees, or jointly against Spokane and Airway Heights and their respective officers, agents, and employees, Airway Heights shall satisfy the same.

(c) If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

(d) Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer's or employee's negligence.

(e) Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

SECTION NO. 11: ALL WRITING CONTAINED HEREIN/BINDING EFFECT

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties. All Parties have read and understand all the terms of this Agreement and state that no representation, promise or agreement not expressed in this Agreement have been made to induce either to execute the same.

This Agreement shall be binding upon the Parties hereto, their successors and assigns.

SECTION NO. 12: COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 13: ASSIGNMENT

No Party may assign in whole or part its interest in this Agreement without the written approval of the other Parties.

SECTION NO. 14: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the state of Washington and governed by the laws of the state of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 15: SEVERABILITY

The Parties agree that if any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the state of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 16: FILING

This Agreement shall be filed by Airway Heights with such offices or agencies as required by RCW Chapter 39.34 or listed by subject on its web site or other electronically retrievable public source.

SECTION NO. 17: EXECUTION AND APPROVAL

The Parties warrant that the officers executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

SECTION 18: DEFAULT

Failure by any Party to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from any other Party to the defaulting Party shall constitute an "Event of Default." In the event of any Event of Default, any Party may at any time, without waiving or limiting any other right or remedy, pursue any remedy allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, and recovery of attorney's fees and other costs for such enforcement action.

SECTION 19: HEADINGS

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, limit or extend the scope or intent of the sections to which they apply.

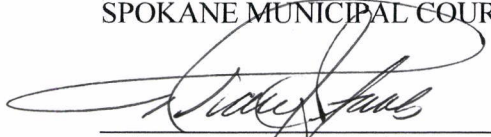
SECTION 20: ANTI-KICKBACK

No officer or employee of either Party, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire, any interest in this Agreement, or have solicited, accepted, or granted, a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year opposite their respective signature blocks.


SPOKANE MUNICIPAL COURT



Judge Tracy Staab, Presiding

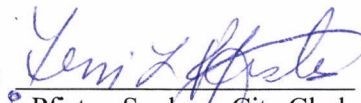


CITY OF SPOKANE, WASHINGTON:



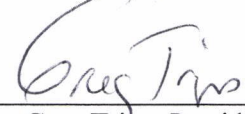
David Condon, Mayor

ATTEST:

By: 

Terry Pfister, Spokane City Clerk

AIRWAY HEIGHTS MUNICIPAL COURT



Judge Greg Tripp, Presiding

CITY OF AIRWAY HEIGHTS,
WASHINGTON:



Albert Tripp, City Manager

ATTEST:

By: 

City Clerk

[End of Document]