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**AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LYNNWOOD AND THE CITY OF EDMONDS
RELATING TO LYNNWOOD'S USE OF THE EDMONDS
MUNICIPAL COURT FOR VIDEO HEARINGS**

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This AGREEMENT between the City of Lynnwood, a Washington municipal corporation ("Lynnwood"), and the City of Edmonds, a Washington municipal corporation ("Edmonds") (collectively the "Cities" or the "Parties"), is dated this 26th day of AUGUST, 2010.

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Whereas, Lynnwood operates a municipal court established pursuant to Chapter 3.50 RCW;

Whereas, Edmonds maintains courtroom facilities which Edmonds is willing to make available for Lynnwood's use to conduct video hearings on criminal matters pending in Lynnwood's municipal court;

Whereas, Lynnwood's use of the Edmonds' municipal court will provide Lynnwood with additional case capacity and will help reduce costs and security issues relating to the transportation of defendants between the Lynnwood municipal court and the Snohomish County Jail;

Whereas, the Cities desire to enter into an interlocal agreement to set for the terms and conditions relating to Lynnwood's use of Edmonds' municipal court facilities; and

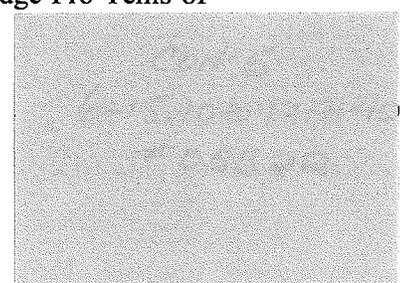
Whereas, this interlocal agreement has been entered into by the Parties pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW;

Now, therefore, Lynnwood and Edmonds have entered into this interlocal agreement in consideration of the mutual benefits to be derived under the Agreement.

AGREEMENT

Section 1. Purpose. The purpose of this Agreement is to provide for Lynnwood's use of Edmonds' municipal court facilities located at 250 5th Avenue No., Edmonds, Washington (referred to herein as the "Court Facilities") in order to hold video hearings of criminal matters pending in Lynnwood's municipal court. It is the intent of the Parties that Lynnwood's matters will be heard immediately following the conclusion of Edmonds' criminal matters. The anticipated schedule for Lynnwood's use of the Court Facilities will be as follows: Mondays at 3:30 to 4:30 PM and Thursdays at 9:30 AM to 10:30 AM.

Section 2. Appointment of Judge Pro Tems. In order to facilitate Lynnwood's use of the Court Facilities, pursuant to RCW 3.50.090 the Presiding Judge of the Lynnwood municipal court will appoint all Edmonds municipal court judges as Judge Pro Tems of



47 the Lynnwood municipal court so that they may lawfully preside over Lynnwood matters
48 at the Court Facilities as may be necessary for the efficient handling of Lynnwood's
49 criminal matters. The appointment process shall be in accordance with all of the
50 requirements of RCW 3.50.090. Lynnwood and Edmonds agree that Judge Douglas J.
51 Fair will serve as the primary Judge Pro Tem to hear Lynnwood matters. In the event
52 Judge Fair is unavailable to hear Lynnwood matters, another Judge Pro Tem will preside
53 over Lynnwood's matters.

54
55 Section 3. Payment Responsibility for Lynnwood Judge Pro Tems. Judge Pro Tems
56 appointed to hear Lynnwood matters shall each individually invoice Lynnwood for the
57 actual time spent preparing for and hearing Lynnwood matters. Invoices shall be
58 provided to Lynnwood on a monthly basis. The hourly rates for the Judge Pro Tems
59 approved under this Agreement are set forth in **Exhibit A** attached hereto and
60 incorporated herein by this reference. These rates may be reviewed on an annual basis.
61 Any amendments to the rates shall be made by written agreement of the Parties. Invoices
62 shall be in a form and contain information required by the Lynnwood Municipal Court.
63 Lynnwood shall pay undisputed invoices within thirty (30) days after receipt.

64
65 Section 4. Cost Reimbursement for Court Facilities. In consideration of Lynnwood's use
66 of Edmonds' Court Facilities, Lynnwood agrees to pay the amount of seven hundred fifty
67 and No/100 Dollars (\$_750.00) per year which the Parties agree is a fair and reasonable
68 share of the long term replacement costs of furniture, fixtures and equipment that will be
69 used by Lynnwood under the terms of this Agreement. Payment of this amount shall be
70 made by Lynnwood on the 10th of January of each year during the term of this
71 Agreement. In addition, Lynnwood agrees to reimburse Edmonds for the reasonable
72 attorney's fees incurred by Edmonds in the review and approval of this Agreement.
73 Edmonds shall provide Lynnwood with an invoice requesting reimbursement of its
74 attorney's fees. Except as otherwise provided herein, no other payments shall be required
75 for Lynnwood's use of the Court Facilities.

76
77 Section 5. Court Staffing and Security.

78
79 a. Lynnwood will be responsible for providing its own court administrative
80 personnel to staff the Lynnwood calendar at the Court Facilities. Personnel provided by
81 Lynnwood shall be employees of Lynnwood and all wages, benefits and costs of such
82 employees will be borne by Lynnwood. Nothing in this Agreement shall be interpreted
83 to create any employment relationship or status between Edmonds and the Lynnwood
84 court personnel.

85
86 b. Lynnwood will be responsible for covering a fair share of the cost of the court
87 bailiff and any security officers that may be utilized during Lynnwood's use of the Court
88 Facilities. The specific costs associated with the use of the court bailiff and security
89 officers will be the subject of future negotiations between Lynnwood and Snohomish
90 County and Lynnwood and Edmonds and will be set forth in separate agreements. The
91 Parties acknowledge that Snohomish County and Edmonds will bill Lynnwood directly
92 for any costs associated with the use of the court bailiff and security officers and that

93 Lynnwood will make its payments directly to Snohomish County or Edmonds, as
94 applicable.
95

96 Section 6. Approval by Lynnwood Prosecuting Attorney and Public Defender. The
97 Cities understand and acknowledge that this Agreement is conditioned on the approval of
98 the Lynnwood prosecuting attorney and the public defender to hold hearings at the
99 Edmonds Municipal Court.
100

101 Section 7. Governing Law and Venue. This Agreement shall be interpreted and
102 construed according to the laws of the State of Washington. The headings of sections of
103 this Agreement are for convenience or reference only and are not intended to restrict,
104 affect or be of any weight in the interpretation or construction of the provisions of such
105 sections. Any judicial action to enforce this Agreement shall be brought in Snohomish
106 County, Washington.
107

108 Section 8. Notice. Any notice to be given, or document to be delivered by either party to
109 the other, shall be delivered in person, or by fax or electronic transmission followed by
110 regular first class mail, addressed to Lynnwood or Edmonds at the following addresses:
111

112 Lynnwood: Attn: Finance Director
113 City of Lynnwood
114 19100 44th Ave W.
115 Lynnwood, WA 98036
116

117 Edmonds: Attn: City Clerk
118 City of Edmonds
119 121 5th Avenue No.
120 Edmonds, WA 98020
121

122 Either party may, by written notice to the other, designate a different address or designee.
123

124 Section 9. Liability and Indemnification. Each party shall be solely responsible for the
125 acts or failure to act of its employees occurring during or arising in any way out of the
126 performance of this Agreement, and shall release, defend and indemnify the other party,
127 its officers and employees, with respect to all claims, losses, expenses and damages
128 incurred as a result of the party's acts or omissions related to the performance of this
129 Agreement.
130

131 Section 10. Term and Termination. This Agreement shall take effect on the last date
132 approved by both Parties and shall remain in effect indefinitely. This Agreement may be
133 terminated by either party upon sixty (60) days' written notice.
134

135 Section 11. Entire Agreement. This Agreement constitutes the entire agreement between
136 the Parties, and shall supersede, modify, and/or rescind all prior written or oral
137 understandings and agreements between the Parties. This Agreement may be amended
138 only by written agreement signed by the parties. If any provision or any portion thereof

139 in this Agreement is held to be unlawful, invalid or unenforceable, such provision shall
140 be severable from this Agreement and the remainder of this Agreement shall continue
141 and remain in full force and effect.

142
143 Section 12. Interlocal Agreement Requirements. Pursuant to RCW 39.34.040,
144 Lynnwood shall record this Agreement with the Snohomish County Auditor after
145 execution, or alternatively, shall list the Agreement by subject on its website.

146
147
148 IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the latest
149 date indicated below.

150
151 CITY OF LYNNWOOD

CITY OF EDMONDS

152
153
154 By Don Gough
155 Don Gough, Mayor

154 By Mike Cooper
155 ~~Gary Haakenson~~, Mayor
156 Mike Cooper

157
158 Date 8-5-10

157
158 Date 8-26-2010

159
160
161 ATTEST:

ATTEST:

162
163
164 Patrick L. Dugan
165 Patrick L. Dugan, Interim Finance Director

162
163
164 Sandra S. Chase
165 Sandra S. Chase, Edmonds City
166 Clerk

167
168 Approved as to form:

Approved as to form:

169
170 Office of the City Attorney

Office of the City Attorney

171
172
173 Rosemary Larson
174 ~~Eric Primodt~~ Rosemary Larson
175 Attorney for the City of Lynnwood

171
172
173 W. Scott Snyder
174 W. Scott Snyder
175 Attorney for the City of Edmonds