

## **RESOLUTION 2025-II**

### **A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BONNEY LAKE FOR THE PROVISIONS OF MUNICIPAL COURT SERVICES**

**WHEREAS**, pursuant to RCW Chapter 39.34 (Interlocal Cooperation Act), public agencies may enter into agreements for the joint provision of services; and

**WHEREAS**, Bonney Lake previously provided municipal court services to Eatonville, including prosecution and probation services, under an interlocal agreement executed in 2012; and

**WHEREAS**, Eatonville has since entered into a new agreement with Pierce County District Court for municipal court services; and

**WHEREAS**, Pierce County District Court does not assume jurisdiction over legacy cases previously filed in the Bonney Lake Municipal Court; and

**WHEREAS**, the Parties desire to enter into a new agreement to address the fair and orderly resolution of those remaining legacy cases from Eatonville still pending in Bonney Lake Municipal Court; and

**WHEREAS**, the Parties have reached a negotiated agreement with respect to outstanding disputes and obligations regarding the legacy cases; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the Interlocal Agreement with the City of Bonney Lake for the provision of Municipal Court Services, attached hereto as Exhibit A.

**PASSED** by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28<sup>th</sup> day of July 2025.

\_\_\_\_\_  
David Baublits, Mayor

ATTEST:

\_\_\_\_\_  
Miranda Doll, Town Clerk

**INTERLOCAL AGREEMENT BY AND BETWEEN  
CITY OF BONNEY LAKE, WASHINGTON AND TOWN OF  
EATONVILLE FOR THE PROVISION OF MUNICIPAL COURT  
SERVICES**

**THIS AGREEMENT** is entered into this \_\_ day of \_\_\_\_\_, 2025, by and between the City of Bonney Lake (“**Bonney Lake**”) and the Town of Eatonville (“**Eatonville**”), and they are the Washington State Municipal Corporations (individually a “**Party**” and collectively the “**Parties**”).

**RECITALS:**

**WHEREAS**, pursuant to RCW Chapter 39.34 (Interlocal Cooperation Act), public agencies may enter into agreements for the joint provision of services; and

**WHEREAS**, Bonney Lake previously provided municipal court services to Eatonville, including prosecution and probation services, under an interlocal agreement executed in 2012; and

**WHEREAS**, Eatonville has since entered into a new agreement with Pierce County District Court for municipal court services; and

**WHEREAS**, Pierce County District Court does not assume jurisdiction over legacy cases previously filed in the Bonney Lake Municipal Court; and

**WHEREAS**, the Parties desire to enter into a new agreement to address the fair and orderly resolution of those remaining legacy cases from Eatonville still pending in Bonney Lake Municipal Court;

**WHEREAS**, the Parties have reached a negotiated agreement with respect to outstanding disputes and obligations regarding the legacy cases;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, RCW Chapter 39.34, Bonney Lake and Eatonville do hereby agree as follows:

**AGREEMENT:**

1. **Purpose.** The purpose of this Agreement is to establish the terms under which Bonney Lake will continue to provide municipal court, prosecution, and probation services for legacy criminal and infraction cases originally filed on behalf of the Town of Eatonville and still pending in Bonney Lake Municipal Court.
2. **Legacy Caseload Services.** Bonney Lake shall continue to provide all necessary municipal court services, including judicial, prosecutorial, probationary, and administrative services, to manage and resolve the remaining Eatonville Court cases (“legacy cases”) that were not

transferred to Pierce District Court from Bonney Lake, filed on behalf of Eatonville. The term “legacy cases” and “Eatonville court cases” are used interchangeably in this Agreement.

3. **Compensation.**

3.1. **Annual Service Fee:** Eatonville shall pay Bonney Lake **\$16,200 annually** for a period of **five (5) years**, beginning upon execution of this Agreement. This amount reflects a fair approximation of services provided.

3.2. **Archived Cases.** Bonney Lake shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date and will be required to provide storage and retention of all archived court cases that were originally filed in Bonney Lake Municipal Court following termination of this Agreement pursuant to the retention guidelines provided by the Washington Secretary of State.

3.3. **Underbilling Resolution:** Eatonville shall pay a one-time fee of **\$5,000** to Bonney Lake to resolve any and all claims related to disputed underbilling from the prior 2012 agreement.

3.4. **Payment Schedule:** The first annual payment of \$16,200 and the \$5,000 underbilling payment shall be made within **thirty (30) days** of the execution of this Agreement. Future annual payments shall be made on or before the anniversary date of execution for each of the following four years.

4. **Revenue Retention.** Bonney Lake shall retain all fines, fees, penalties, assessments, and other sums collected from Eatonville legacy cases processed or resolved under this Agreement.

5. **Bonney Lake Obligations.** Bonney Lake shall provide the following municipal court services, facilities, and personnel for the processing and adjudication of Eatonville legacy cases in the same manner and at the same level of service as it provides for Bonney Lake cases:

5.1. **Court Staff.** Bonney Lake shall provide all necessary court personnel to support the administration and adjudication of Eatonville legacy cases, including but not limited to judicial specialists, court clerks, courtroom assistants, and administrative staff. These staff members shall be responsible for case calendaring, docketing, file maintenance, issuance of notices and warrants, and all other clerical and administrative functions required to support court operations. Bonney Lake court staff shall also handle the processing of all fines, fees, and forfeitures associated with Eatonville legacy cases. “Processing” includes, but is not limited to, filing, adjudication, and enforcement of penalties for all Eatonville criminal and infraction matters. This includes the issuance of arrest warrants; scheduling of motions, evidentiary hearings, and trials; management of discovery matters; conduct of bench

and jury trials; sentencing; post-trial motions; and performance of duties required under courts of limited jurisdiction with respect to appeals.

- 5.2. **Probation Services.** Bonney Lake shall provide probation services for Eatonville legacy cases. Probation services include monitoring compliance with court-ordered conditions, coordinating with treatment providers, and reporting to the court as necessary.
- 5.3. **Equipment and Facilities.** Bonney Lake shall provide the necessary courtroom, office space, and equipment (including copiers, printers, computers, and software) required for the processing of Eatonville legacy cases. Bonney Lake shall also ensure adequate internet and telephone access for court operations.
- 5.4. **Court Security.** Bonney Lake shall provide courtroom security during proceedings involving Eatonville legacy cases, including an armed officer or court security officer with authority to detain individuals when ordered by the court. Security for in-custody defendants brought to court shall be the responsibility of Eatonville.
- 5.5. **Overtime Court Security.** If court sessions involving Eatonville legacy cases require overtime court security staffing, Bonney Lake shall provide such coverage.
- 5.6. **Supplies and Forms.** Bonney Lake shall provide all forms, materials, and general office supplies necessary for processing Eatonville legacy cases. This includes hearing notices, infraction forms, warrants, and other standard paperwork required for municipal court operations.
- 5.7. **Court-Mandated Payments.** Bonney Lake shall accept and track court-mandated payments for Eatonville legacy cases, including fines, fees, forfeitures, and bail. Bonney Lake may use a collection agency to pursue unpaid court debts. Any revenue received from Eatonville legacy cases shall be retained by Bonney Lake in accordance with Section 4.
- 5.8. **Judge.** Eatonville agrees to utilize the municipal court judge duly appointed or elected by the City of Bonney Lake to preside over Bonney Lake Municipal Court. Bonney Lake shall be solely responsible for the recruitment, appointment, employment, and compensation of the judge, and for ensuring that the judge meets all qualifications required by law. RCW 3.50.055 does not apply because the judge is not a full-time judge for Eatonville. Eatonville shall not have any authority over judicial selection but shall be responsible for any proportionate public defender and prosecution costs related to appearances before the Bonney Lake Municipal Court judge.
- 5.9. **Judges Pro Tem.** Bonney Lake shall also be responsible for appointing and managing one or more judges pro tempore to serve in the event the regularly appointed municipal judge is unavailable. Eatonville agrees to use the same judges pro tempore selected and contracted by Bonney Lake.

- 5.10. **Prosecuting Attorney Services.** Bonney Lake shall provide prosecuting attorney services for all Eatonville legacy cases filed and maintained in Bonney Lake Municipal Court. The prosecutor shall handle all aspects of prosecution, including but not limited to: pretrial conferences, motions practice, trial, sentencing, and post-conviction review proceedings. Bonney Lake shall ensure that the prosecutor is available to appear at all scheduled hearings involving Eatonville court cases and shall coordinate with the court to ensure continuity of representation. Bonney Lake may use its contracted prosecuting attorney, contracted city attorney, or in-house legal staff, at its discretion, to fulfill this obligation.
6. **Eatonville Obligations.** Eatonville shall remain responsible for the following municipal court duties and direct costs associated with its legacy cases, consistent with the terms of the 2012 Interlocal Agreement and as further detailed below:
- 6.1. **Warrants.** Whenever Eatonville executes a warrant, Eatonville shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.
- 6.2. **Jail Costs and Prisoner Transport.** Eatonville shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Eatonville defendants. Eatonville shall be responsible for transporting its defendants between jail and the Bonney Lake Municipal Court.
- 6.3. **Appeals.**
- A. In the event that Eatonville determines to appeal a case on behalf of the Town of Eatonville, Eatonville will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Bonney Lake City Prosecutor to handle the case. Eatonville shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.
- B. If a defendant files an appeal on an Eatonville court case, Bonney Lake will prepare the case for the appeal and the Bonney Lake Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the superior court that an appeal has been filed and prepare the case record. Eatonville will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Eatonville shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.
- 6.4. **Witness Fees.** Eatonville shall pay all fees for witnesses requested by the prosecutor or public defender in Eatonville court cases.

- 6.5. **Jury Fees.** Eatonville shall be responsible for paying all jury fees for Eatonville court cases handled under this Agreement. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Eatonville to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round-trip mileage paid at the state per diem For Eatonville jury trials, Bonney Lake will request a random list of jurors from the Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Eatonville shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Eatonville zip code (and possibly neighboring zip codes if needed).
- 6.6. **Interpreter Services.** Eatonville shall separately pay for all language interpretation services required for defendants in Eatonville court cases. These fees shall be billed to Eatonville by Bonney Lake quarterly.
- 6.7. **Video hearings.** Upon request from Eatonville, Bonney Lake shall arrange video hearing services for any Eatonville matter. This service is included in the Annual Service Fee.
- 6.8. **Public Defender Services.** Bonney Lake shall provide public defender and conflict public defender services for Eatonville legacy cases. Eatonville shall be responsible for paying all associated fees and expenses, which shall be invoiced quarterly (referring to the standard three-month divisions of a year) by Bonney Lake.
- A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
- B. In addition to the Public Defender per case fee, Eatonville shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case;
  2. **Non-Routine Expenses.** Non-routine expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the

investigation, preparation, and presentation of a case.

3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
  4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
  5. **Additional Copying.** Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
  6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
  7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
  8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.
7. **Payment of State and County Assessments.** Bonney Lake shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Eatonville court cases filed at Bonney Municipal Court out of the gross revenues received from Eatonville Court cases.
  8. **Term.** This Agreement shall commence upon execution and shall remain in effect for a period of five (5) years (the "Compensation Term"), during which Eatonville shall make the agreed annual payments to Bonney Lake as outlined in Section 3. After the Compensation Term expires, Bonney Lake agrees to continue providing court services for any remaining Eatonville legacy cases, and Eatonville shall remain responsible for all applicable duties and costs as outlined in Section 6, until either: (a) all Eatonville legacy cases are permanently closed, or (b) the Parties mutually agree in writing to terminate this Agreement and a successor court jurisdiction has affirmatively agreed in writing to assume responsibility for the remaining Eatonville legacy cases.
  9. **Termination.** Either Party shall have the right to terminate this Agreement, with or without cause, at any time during the Compensation Term or any period thereafter, by providing at least eighteen (18) months prior written notice of intent to terminate. However, no

termination shall be effective unless and until (a) all Eatonville legacy cases have been permanently closed, or (b) another court or jurisdiction has affirmatively agreed in writing to assume responsibility for any remaining Eatonville legacy cases.

- A. In the event of termination, the Parties shall work cooperatively to ensure the orderly transition of all active Eatonville legacy cases from Bonney Lake Municipal Court to the successor venue. It is the Parties' intent that, following termination, Bonney Lake shall no longer be responsible for processing or administering any Eatonville legacy cases. Bonney Lake may retain court records solely to the extent required by applicable records retention schedules established by the Washington State Secretary of State or other governing authority.
  - B. If any Eatonville court cases remain pending after the effective date of termination, Eatonville shall remain responsible for paying the unpaid balance of the Annual Fee for the current year, as well as any other applicable charges incurred prior to or in connection with the transition of those cases. No additional annual payments shall be owed beyond the amount already agreed to in Section 3. This continuing payment obligation shall remain in effect until all such cases are closed or lawfully transferred to a successor court.
10. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both Parties.
11. **Indemnity.** Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each Party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each Party's officers, officials, employees or volunteers. The Parties agree that their obligations under this paragraph extend to claims made against one Party by the other Party's own employees or agents. Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinance, rules or regulations, policies or procedures of each respective Party. If any cause, claim, suit, action or administrative proceeding is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a Party hereto, that Party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the Parties, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

12. **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 designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation 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, including appeal fees and costs.
- A. If the Parties are unable to resolve the dispute with information procedures or mediation, then either Party may request binding arbitration in accordance with RCW Chapter 3.50 and RCW Chapter 7.04A. Each Party shall bear its own expenses but shall pay one-half of the arbitration fees. The Parties agree to cooperate in selecting an arbitrator by exchanging lists or proposed arbitrators and working towards a joint selection. If the Parties cannot agree on a single arbitrator, then arbitration shall be by panel with each Party appointing an arbitrator and the two arbitrators selecting the third arbitrator. Such appointments shall be consistent with RCW 7.04A.110.
13. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Eatonville as a result of this Agreement. All employees of the Bonney Lake Municipal Court are Bonney Lake employees. No employee or agent of Eatonville shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other Party.
14. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following Parties at the following addresses:
- |                        |                       |
|------------------------|-----------------------|
| <b>To Bonney Lake:</b> | <b>To Eatonville:</b> |
| City of Bonney Lake    | Town of Eatonville    |
| Mayor                  | Mayor                 |
| 9002 Main St. E.       | P.O. Box 309          |
| Bonney Lake, WA 98391  | Eatonville, WA 98328  |
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
16. **Insurance.** Each Party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such

insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.

17. **Non-Assignability.** The rights, duties, and obligations of either Party to this Agreement shall not be assignable. This provision does not apply to collection services.
18. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
19. **Entire Agreement.** The entire agreement between the Parties with respect to the subject matter hereunder is contained in this Agreement. Amendments may be made at any time during the Term of this Agreement, but no amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the Parties, provided that if the Parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City/Town Administrator may approve the change. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the date and year set forth below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF BONNEY LAKE**

**TOWN OF EATONVILLE**

\_\_\_\_\_  
Terry Carter, Mayor

\_\_\_\_\_  
David Baublits, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Sadie A. Schaneman, CMC  
City Clerk

\_\_\_\_\_  
Miranda Doll  
Town Clerk/Treasurer

**APPROVED AS TO FORM**

Jennifer S. Robertson, City Attorney

**APPROVED AS TO FORM**

Oskar Rey, Town Attorney