

**AN INTERLOCAL AGREEMENT BETWEEN THE PORT OF SEATTLE, AND THE CITY OF SEATAC FOR THE PROVISION OF MUNICIPAL COURT AND PROSECUTORIAL SERVICES.**

**THIS INTERLOCAL AGREEMENT**, (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the PORT OF SEATTLE (“Port”), a Washington municipal corporation and the CITY OF SEATAC (“City”), a Washington municipal corporation, collectively referred to herein as the “Parties.”

**WHEREAS**, the City is a municipal corporation organized under the laws of the State of Washington; and

**WHEREAS**, SeaTac Municipal Court pursuant to 3.50.020 RCW has exclusive original jurisdiction over traffic infractions arising under city ordinances and exclusive original criminal jurisdiction of all violations of ordinances duly adopted by the City and shall have original jurisdiction of all of all other actions brought to enforce or recover license penalties or forfeitures declared or given by such ordinances or by state statutes; and

**WHEREAS**, the Port owns and operates Seattle-Tacoma International Airport and owns other real property located within the boundaries of the City; and

**WHEREAS**, the City has the capacity to provide municipal court and prosecutorial services, and all related services to the Port in a manner beneficial to both parties, and the Port desires to use these services; and

**WHEREAS**, the Port and the City wish to cooperate and enter into this Agreement for the orderly and efficient processing of all misdemeanor and traffic violations occurring within the jurisdiction of the Port which shall rightly be adjudicated within the jurisdiction of the City’s municipal court; and

**WHEREAS**, the term “misdemeanor” or any conjugation thereof shall be construed to include those offenses which can be classified as a “gross misdemeanor”; and

**WHEREAS**, the Interlocal Cooperation Act, codified in RCW 39.34, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities based on mutual advantage; and

**WHEREAS**, the Parties have previously contracted for, historically abided by, amended, and currently abide by an existing interlocal agreement (“ILA”); and

**WHEREAS**, the above referenced ILA exists as Agreement No. 18-A001 with the effective controlling term of 2/17/2018 -2/17/2028; and

**WHEREAS**, the Port and the City have, through their respective authorities and jurisdictions, established their own police forces to provide police services in their own jurisdictions; and

**WHEREAS**, the above referenced ILA No. 18-A001 Chapter VII, sections 7.1-7.3, established that the Port and the City Police Departments are authorized to engage as outlined in the Mutual Aid Police Powers Act, Chapter 10.93 RCW to provide emergency assistance to each other based on need; and

**WHEREAS**, the Parties agree that provision of services as detailed in this Agreement are in the best interest of the citizenry and administration of both public entities named herein.

**NOW, THEREFORE**, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Port of Seattle and the City of SeaTac agree as follows:

**A. Purpose.** The purpose of this Interlocal Agreement is to make necessary arrangements for the prosecution and adjudication of misdemeanor offenses and civil infractions filed by the Port of Seattle Police that occur on SeaTac International Airport property that is within in boundaries of the City.

**B. City Services.** The City, through this Agreement shall provide the following services to the Port:

**1. Municipal Court Services.** The City shall provide municipal court services and facilities for the processing of the Port of Seattle cases in the same manner and at the same level as the City provides for the same type of cases originating in SeaTac and as required by state statute, court rule, city ordinance, or other regulations now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all misdemeanor offenses filed on \_\_\_\_\_, 2021 or any date thereafter for the duration of this agreement.

1.1 **Judicial Officers.** The City has appointed judicial officers by whom the inherent jurisdictional authority of such office shall be vested in them to adjudicate misdemeanor or traffic violations occurring within the concurrent jurisdictions of the Port and the City of SeaTac, issue search and arrest warrants, set procedures of establishing bail, arraignments and plea hearing, pretrial motions and evidentiary hearings, address matters related to discovery materials, preside in bench and jury trials, order pre-sentence investigations, sentencing, pretrial motions, probation services, review hearings, and all other court functions as they relate to municipal court actions.

1.2 **Court Staff.** Except as the Port may elect hereinafter, the City shall provide court staff, including clerks and court administrator, to process and adjudicate all criminal and civil citations filed by the Port. Processing shall include filing, issuance of summons, maintenance of court cases, processing all fines and forfeitures for municipal cases, notification and subpoenaing of

witnesses and parties. SeaTac Court shall have discretion in case flow management and schedule.

1.3 Probation Services. The City shall provide probation services for Port cases, including overseeing community service work to be performed in the City or as ordered by the Municipal Court Judge.

1.4 Performance Reports. The City will provide to the Port of Seattle a monthly caseload report. The caseload report shall include the following information: filings by case type, dismissals, number and type of hearings, trial settings, number of cases disposed during the reporting period and type of disposition i.e. Stipulated Order of Continuance, Deferred Prosecution and Guilty Pleas.

**2. Prosecution Services**. All criminal and infraction cases covered by this agreement shall be reviewed, filed, and fully prosecuted by the City's Legal Department and staff. The City shall have final case disposition authority on all cases submitted to the City by the Port for prosecution. The Port shall support the City's prosecution of Port cases fully by responding to subpoenas, attending court hearings, production of evidence and police reports and coordination with the assigned prosecutor as needed to properly process each case.

2.1 Domestic Violence Advocate. The City shall provide Domestic Violence Advocate services as required by state law and as needed on a case-by-case basis. The Domestic Violence advocate and the Port Police shall coordinate in providing such services to ensure victim welfare and safety.

2.2 Appeals. If a defendant files an appeal on a Port case, the City prosecutor will prepare the case for the appeal and will be the attorney of record on the appeal. The Port will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. The Port shall be responsible for any associated cost including Public Defender cost on a RALJ appeal.

2.3 Reporting. The City Attorney's office shall provide the Port with access to information related to the status of cases referred to the City by the Port for prosecution.

**3. Police Reports and Evidence**. The Port shall be responsible for gathering, collecting and providing police reports and evidence to the City Attorney's office in timely and expeditious manner. Any costs associated with gathering, collecting, or maintaining the chain of custody shall be the responsibility of the Port, including appropriate mechanisms for delivery of evidence to the City.

**C. Term.** The Full-Service Term for this Agreement shall be from January 1, 2022 – December 31, 2024, however, a Partial-Service Term as outlined below shall initiate upon the Parties mutual assent to this Agreement.

1. Partial-Service Term. A Partial-Service term shall be entered into upon the signing of the Agreement, on this the \_\_\_\_ day of \_\_\_\_, 2021. Under said Partial-Service Term, the City agrees to accept cases classified by the Port as High Repeat Offenders.
2. Full-Service Term. The Full-Service term of this Agreement is for three (3) years and shall commence on January 1, 2022 and conclude on December 31, 2024. The Parties shall consult on a regular basis to establish necessary amendments to ensure the best results for both Parties. Without six (6) months-notice from the Parties herein, this Agreement automatically renews for another two (2) years.

**D. Financial Provisions.** In consideration of the services provided in the Agreement, the Parties agree to the following:

1. Court Mandated Payments. The City shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for the Port and deliver these payments to the Port on a monthly basis. The use of a collection agency by the City to collect court-mandated payments is permitted. The Port should receive one hundred percent (100%) of local revenues associated with Port of Seattle cases. Such revenues shall be accounted for by the SeaTac Municipal Court personnel in accordance with statues and procedures governing such duties. Local court revenues include all fines, forfeited bail, penalties, parking tickets and other court cost recoupment and payments received as a result of Port of Seattle cases.
2. Payment of State and County Assessments. The Port of Seattle shall be responsible for the payment of all state and county fees and collections costs associated with Port of Seattle cases.
3. Witness Fees. Port of Seattle shall reimburse all fees for witnesses requested by the prosecutor in Port of Seattle cases.
4. Jury Fees. Port of Seattle shall reimburse City of SeaTac for all jury fees for Port of Seattle court cases.
5. Interpreter Services. Port of Seattle shall reimburse City of SeaTac for all language interpretation services required for defendants in Port of Seattle court cases.
6. Public Defender Services. The Port of Seattle shall independently contract for indigent defense services and pay all associated costs.
7. Jail Costs. Port of Seattle 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 Port of Seattle defendants. Port of Seattle shall be responsible for prisoner transports to and from SeaTac Municipal Court.

8. Set-up Costs. City of SeaTac will be reimbursed a one-time fee of \$20,000 to cover the actual set-up costs for new staff members (office suite, phones and computers). This cost will be spread over the quarterly invoices beginning January 1, 2022.
9. Service Fee – 2021. The parties agree to a service fee based on actual costs. This includes actual personnel hours of the judge, prosecuting attorney, judicial support specialist and probation counselor; as well as costs for contract services including interpreter services. Other fees include jury costs and witness costs from the effective date of this agreement through the remainder of the 2021 calendar year to be billed by the City by January 31 and due 30 days after the date of the invoice.
10. Service Fee – 2022. The parties agree to a total fee of \$376,240 for the first 12 months of this Agreement (January 1, 2022-December 31, 2022) to be paid at a rate of \$ 94,060 \_\_\_ per quarter.
11. Payment of Fees. Invoices for contract services fees, including actual costs for contract fees and other fees, shall be issued quarterly no later than April 30, July 31, October 31, and January 31 and due 30 days after the date of the invoice.

**E. Periodic Adjustments.** During the Full-Service Term, the parties shall engage in a financial analysis to ensure that the City’s costs are fully recovered and no additional revenues accrue from the Port to the City for providing court services, as required by State Law. That analysis will include the following considerations:

1. Changes to Mandates. In the event that the City of SeaTac’s municipal court duties and accompanying costs for the Port of Seattle are expanded or contracted due to state or federal mandates, the parties agree to negotiate a reasonable increase or decrease in the fees to be reflected in the reconciliation process below.
2. Annual Reconciliation. By April of each year, a reconciliation of personnel costs for the previous calendar year shall be performed and applied to the first quarter invoice for that year. The reconciliation shall consider position vacancies and any costs associated with that position (training, overhead, cost-of-living increases, etc.). The Probation Counselor and Prosecuting Attorney shall also be reconciled based on actual work performed and services provided to the Port.

**F. Agreement Administration.** The City will provide prosecutorial services on behalf of the Port in the pursuit of justice. Interested Port employees or designees thereof are to be invited to interdepartmental meetings regarding prosecutorial process, court process, or any matters relevant to the purpose of this ILA.

**G. Dispute Resolution.** Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed by the Dispute Resolution provisions herein. If a dispute arises, staff from each of the Parties shall endeavor to resolve the dispute at the staff level. If the dispute remains unresolved, then the Chief of the Port Police Department and the City Attorney, or their designees, shall attempt to reach resolution in a timely manner. In the event the dispute survives the two-preliminary dispute resolution processes above, the Parties agree to binding arbitration of the matter. A neutral arbitrator shall be selected and mutually agreed upon by the Port and the City. The laws of the State of Washington shall control any disputes arising from this Agreement. At all times during the dispute resolution process, the Parties shall continue to carry out their responsibilities under this Agreement.

**H. Indemnification.** Both Parties shall indemnify, defend, and hold harmless the other party, its commissioners, officers, agents, and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness, or death of persons, or damage to property, or the violation of a person's civil rights, which is caused by or arises out of either party's acts, errors, or omissions with respect to the subject matter of this Agreement, or any act or omission of any agent retained by or contracted with by the Parties to provide services covered by this Agreement.

**I. Termination.** Both Parties shall reserve the right to terminate this Agreement, provided that the terminating party notifies the other party six (6) months prior to such termination.

**J. Amendment.** The parties may make an amendment to this ILA provided it is minor. A minor amendment is one that does not change the substance or intent of the existing Agreement. The ILA may be amended by a Letter of Agreement (LOA) executed by the Port of Seattle Executive Director and the City Manager. All LOA's will be attached to this Agreement. Any substantive amendments to the ILA shall be approved by the parties' legislative bodies.

Signed by the below signatories on this \_\_\_\_ day of \_\_\_\_\_, 2021.

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CITY OF SEATAC

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PORT OF SEATTLE