AN INTERLOCAL AGREEMENT BETWEEN THE PORT OF SEATTLE AND THE CITY OF SEATAC FOR THE PROVISION OF MUNICIPAL COURT AND PROSECUTORIAL SERVICES (YEAR 2027-2032)

THIS INTERLOCAL AGREEMENT, ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, 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, the SeaTac Municipal Court, pursuant to RCW 3.50.020, 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 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 to provide for the orderly and efficient processing of all misdemeanor and traffic violations 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 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-A00l, 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 have previously entered into an ILA for Municipal Court and Prosecution Services with the effective controlling term of October 15, 2021, through December 31, 2024, with an extension through December 31, 2026; 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 are within the 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 and civil infractions filed on January 1, 2027, 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, 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 presentence 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 the 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 the Port with 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).

1.5 Notice of Changes. The City will provide the Port with 60 days notice of changes to the manner or level of Municipal Court services that are likely to impact the Port and an opportunity to meet prior to the changes to discuss the changes and impacts.

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 appeals a Port case pursuant to the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ), the City prosecutor shall prepare and handle the appeal on behalf of the Port and serve as the attorney of record in the appeal. The Port shall be responsible for all appeal-related costs, including filing fees for the notice of appeal, costs associated with preparing or copying court recordings and the applicable hourly fees set forth in Exhibit A. The Port shall also reimburse the City for administrative costs associated with court-appointed attorney for indigent defense, as charged to the City.

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

2.4. Notice of Changes. The City will provide the Port of Seattle with 60 days notice of changes to the manner or level of Prosecution services that are likely to impact the Port and an opportunity to meet prior to the changes to discuss the changes and impacts.

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 a 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. The City will provide the Port with 60 days notice of changes to the mechanisms for delivery of police reports and evidence, and an opportunity to meet to discuss the changes and impacts to the Port.

C. Term. The Term of this Agreement is for six (6) years and shall commence on January 1, 2027, and conclude on December 31, 2032. 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 through December 31, 2034.

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 statutes 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 cases.

2. **Payment of State and County Assessments.** The Port shall be responsible for the payment of all state and county fees and collections costs associated with Port of Seattle cases.

3. **Witness Fees.** The Port shall reimburse all fees for witnesses requested by the prosecutor in Port of Seattle cases.

4. **Jury Fees.** The Port shall reimburse the City for all jury fees for Port of Seattle court cases.

5. **Interpreter Services.** The Port shall reimburse City for all language interpretation services required for defendants in Port of Seattle court cases.

6. **Public Defender Services.** The Port shall independently contract for indigent defense services and pay all associated costs, including securing supplemental public defense services when needed for conflict-of-interest cases.

7. **Jail Costs.** The Port 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. The Port shall be responsible for prisoner transports to and from SeaTac Municipal Court.

8. **Service Fees.** The Parties agree to service fees as indicated in Exhibit A. The rates in Exhibit A apply from January 1, 2027, to December 31, 2027. Effective January 1 of each year thereafter, rates will be adjusted based on the CPI-W for the Seattle-Tacoma-Bellevue areas, from June of the prior year to June of the current year. Adjustment is subject to a minimum increase of 2% and a maximum of 6%. The City will notify the Port of the adjusted rates by September of each year.

9. **Payment of Fees.** Invoices for contract services fees shall be issued quarterly no later than April 30, July 31, October 31, and January 31, and due thirty (30) days

after the date of the invoice.

E. **Periodic Adjustments.** During the 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 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.

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, officials, 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.

SIGNATURE PAGE

DATE effective on the last signature below.

DATED: _____

PORT OF SEATTLE, a Washington municipal corporation

_____
By: Stephen P. Metruck
Its: Executive Director

APPROVED AS TO FORM:

_____
Jessica Nadelman
Port of Seattle Counsel

DATED: _____

CITY OF SEATAC, a Washington municipal corporation

_____
By: _____
Its: _____

APPROVED AS TO FORM:

_____
Cindy Corsilles
City of SeaTac, City Attorney