INTERLOCAL AGREEMENT BETWEEN THE CITIES OF NORTH BEND, SNOQUALMIE AND ISSAQUAH FOR MUNICIPAL COURT SERVICES AND FACILITIES

RECITALS

A. The City of North Bend (hereafter "North Bend") is a municipal corporation organized under the laws of the State of Washington.

B. The City of Snoqualmie (hereafter "Snoqualmie") is a municipal corporation organized under the laws of the State of Washington.

C. The City of Issaquah (hereafter "Issaquah") is a municipal corporation organized under the laws of the State of Washington.

D. Each of the parties to this Agreement is authorized under Washington law to create and operate a municipal court pursuant to chapter 3.50 RCW.

E. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.

F. RCW 3.62.070, 39.34.180 and 3.50.805 each directly or by implication authorize municipal corporations to enter into interlocal agreements for municipal court services.

G. Issaquah has previously created and currently operates a municipal court pursuant to chapter 3.50 RCW.

H. North Bend created a municipal court pursuant to the provisions of chapter 3.50 RCW.

I. Snoqualmie created a municipal court pursuant to the provisions of chapter 3.50 RCW.

J. Issaquah, North Bend, and Snoqualmie first entered interlocal agreements for municipal court services in 2006 and renewed services through a subsequent agreement in 2013.

K. Issaquah, North Bend, and Snoqualmie desire to continue to contract for municipal court services on the terms and conditions set forth in this Agreement.

L. The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

AGREEMENT

1. **Purpose of Agreement**. The purpose of this Agreement is to contract for the provision of certain municipal court services by Issaquah to North Bend and Snoqualmie, through the use of the facilities and personnel of the Issaquah Municipal Court, to the maximum extent permitted by law, for the filing and processing of North Bend's and Snoqualmie's civil, traffic or other infractions and criminal citations; to set forth fees to be paid by North Bend and Snoqualmie for such services; and to specify the responsibilities of Issaquah, North Bend, and Snoqualmie respectively for such municipal court services.

2. **Formation of North Bend Municipal Court and Snoqualmie Municipal Court and Appointment of Judges for Each.** North Bend has by Ordinance No 1257 created a municipal court pursuant to chapter 3.50 RCW. Ordinance No. ___ includes a provision that the salary of the judge of the North Bend Municipal Court shall be as set by Issaquah. The Mayor of North Bend shall during the term of this Agreement appoint, and the North Bend City Council shall confirm, the currently appointed judge of the Issaquah Municipal Court as judge of the North Bend Municipal Court. The North Bend Municipal Court shall have jurisdiction as provided in RCW 3.50.020. A case filed in Issaquah Municipal Court shall continue to be a North Bend Municipal Court case, notwithstanding its filing in the Issaquah Municipal Court.

Snoqualmie has by Ordinance No 999 created a municipal court pursuant to chapter 3.50 RCW. Ordinance No. 999includes a provision that the salary of the judge of the Snoqualmie Municipal Court shall be as set by Issaquah. The Mayor of Snoqualmie shall during the term of this Agreement appoint, and the Snoqualmie City Council shall confirm, the currently appointed judge of the Issaquah Municipal Court as judge of the Snoqualmie Municipal Court. The Snoqualmie Municipal Court shall have jurisdiction as provided in RCW 3.50.020. A case filed in Issaquah Municipal Court shall continue to be a Snoqualmie Municipal Court case, notwithstanding its filing in the Issaquah Municipal Court.

3. **Filing of North Bend and Snoqualmie Municipal Court Cases.** All North Bend and Snoqualmie Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of North Bend's and Snoqualmie's ordinances, shall be filed in the Issaquah Municipal Court for processing under this Agreement.

4. Municipal Court Services Provided by Issaquah. All personnel of the Issaquah Municipal Court, including the Judge, shall be employees of Issaquah, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Issaquah shall provide municipal court facilities and services for the processing of North Bend and Snoqualmie Municipal Court cases in the same manner and at the same level as Issaquah provides for the same type of cases originating in Issaquah, including but not limited to the following:

4.1 Court Staff. Issaquah shall provide court staff necessary to process all criminal and civil citations filed by North Bend and Snoqualmie. Issaquah shall provide a level of service the same as that provided for Issaquah cases and that which is necessary for the efficient processing of all municipal cases. By way of illustration and not by limitation, this "processing" shall include the issuance of all summonses, warrants, maintenance of court cases, and processing of all fines and forfeitures for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all North Bend and Snoqualmie cases filed, or to be filed, by North Bend or Snoqualmie in Municipal Court, including, but not limited to, the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, sentencing, post-trial motions, the duties of municipal court regarding appeals and all local court services imposed by state statute, court rule, North Bend or Snoqualmie ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the DISCIS/Judicial Information System as appropriate for all municipal cases. North Bend or Snoqualmie shall be responsible for discovery for all municipal cases.

4.2 Bailiff. Issaquah shall provide a court bailiff to be present in and around the courtroom during the North Bend and Snoqualmie Calendars.

4.3 Municipal Judge. Issaquah shall appoint a qualified judge or judge pro tem who shall preside over and hear North Bend and Snoqualmie municipal cases. The North Bend and Snoqualmie City Administrators may provide input to the Issaquah City Administrator in connection with the selection or reappointment of any municipal judge, provided, the final decision on appointment or reappointment shall be made by Issaquah. The Mayor of North Bend and the Mayor of Snoqualmie shall appoint and the City Council shall confirm any subsequently appointed or reappointed judge as the judge of the North Bend and Snoqualmie Municipal Courts. Commissioners and judges pro tem of the Issaquah Municipal Court shall be by virtue of such appointment commissioners and judges pro tem of the North Bend and Snoqualmie Municipal Courts. The parties acknowledge that the municipal judge may be removed from office only in accordance with the provisions of RCW 3.50.095. Removal of the judge for 'misconduct or malfeasance in office' shall be considered a breach of a material term of this agreement and may result in termination of the agreement pursuant to Section 26.

4.4 Supplies and forms. The City of Issaquah shall provide all forms and paperwork necessary for processing North Bend and Snoqualmie Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.

4.5 Language Interpretation. The City of Issaquah shall provide and pay for all language interpretation services for defendants.

4.6 Jury Fees. Issaquah shall pay for all jury fees for North Bend and Snoqualmie Municipal Court cases.

4.7 Collection for Nonpayment. Issaquah will, through the same collection process as is used for Issaquah cases, collect all fines and fees past due for North Bend and Snoqualmie cases.

4.8 Miscellaneous Equipment, Facility and Utility Costs. Issaquah shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The City of Issaquah shall provide the use of the Issaquah courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Issaquah will be responsible for payment of all utility charges such as power, water, seer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases.

4.9 North Bend and Snoqualmie Municipal Court Calendars. A North Bend Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor. A Snoqualmie Municipal Court calendar shall also be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor. Matters heard on the regularly scheduled North Bend or Snoqualmie municipal calendars shall be pre-trial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials will be scheduled for one day per month. Release hearings and arraignment

hearing for North Bend or Snoqualmie defendants may be held on other days consistent with the procedure for Issaquah arraignments and release hearings.

4.10 Quarterly Reporting. Issaquah will provide to North Bend or Snoqualmie a quarterly caseload report. The caseload report will provide the following information: Filings by case type, dismissals, number and type of hearings, trial settings and type of trial set, number of cases disposed during report period, number of deferred prosecutions, appeals to superior court and total revenue.

5. Municipal Court Services Provided by North Bend and Snoqualmie. The following municipal court services shall be provided by North Bend and Snoqualmie:

5.1 Prosecution and Discovery. North Bend and Snoqualmie shall be responsible for providing prosecution services for all North Bend and Snoqualmie Municipal Court cases. North Bend and Snoqualmie shall provide discovery for their cases. The North Bend and Snoqualmie prosecutors shall not be required to be present for arraignments, release hearings, contested infractions that are non-accident related or pro se, or infraction mitigation hearings. In addition, defendants held on North Bend and Snoqualmie charges shall be brought before the Issaquah Municipal Court Judge for first appearances in accordance with state law and in the same manner as defendants held in custody on Issaquah charges.

5.2 Public Defender. North Bend and Snoqualmie shall provide public defender services and cover all public defense costs for indigent defendants who are charged with violation of North Bend's or Snoqualmie's ordinances and entitled by law to legal counsel at public expense.

5.3 Screening Services. North Bend and Snoqualmie shall provide screening services to determine whether a North Bend or Snoqualmie defendant qualifies for public defense services. The North Bend or Snoqualmie Municipal Court judge may appoint a public defender if it is determined that the defendant is indigent.

5.4 Domestic Violence Advocate Services. North Bend and Snoqualmie shall be responsible for providing domestic violence advocate services.

5.5 Filing of Citations. Criminal citations and infractions issued by North Bend or Snoqualmie shall be delivered to the Issaquah Municipal Court clerk for filing in the North Bend or Snoqualmie Municipal Court within two (2) business days after the violation or issuance of the citation. If a person is booked into a jail facility, North Bend or Snoqualmie shall fax the citation and police report to the Issaquah Municipal Court clerk no later than 10:00 a.m. the next day.

5.6 Warrants. Whenever North Bend or Snoqualmie executes a warrant, North Bend or Snoqualmie shall contact the Issaquah Municipal Court and make a return on the warrant as soon as possible.

5.7 Jail Costs. North Bend and Snoqualmie shall be responsible for incarceration arrangements for its defendants and the cost for such incarceration.

5.8 Subpoenas. Issuance of all subpoenas shall be the responsibility of the prosecutor or defense counsel. Issaquah shall issue subpoenas for infractions as timely requested by pro se defendants. The court will use the witnesses identified by the police on either the back of the North Bend or Snoqualmie citation or the police report.

5.9 Witness Fees. North Bend and Snoqualmie shall pay for all fees for witnesses requested by the North Bend or Snoqualmie prosecutor.

5.10 Appeals. In the event that North Bend or Snoqualmie appeals a case, North Bend or Snoqualmie shall be charged the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings.

6. **Compensation and Other Costs.** North Bend and Snoqualmie shall compensate Issaquah for providing all services as specified in Section 4 of this Agreement by payment of a filing fee on a per case basis. For each criminal citation filed in 2015, North Bend and Snoqualmie shall pay Issaquah a filing fee of $169.45. For each traffic, parking or non-traffic infraction filed in 2015, North Bend and Snoqualmie shall pay Issaquah $33.89. For each criminal citation filed on and after January 1, 2016, North Bend and Snoqualmie shall pay Issaquah a filing fee of $220.48. For each traffic, parking or non-traffic infraction filed on or after January 1, 2016, North Bend and Snoqualmie shall pay Issaquah $44.10. For each criminal citation filed on and after January 1, 2017, North Bend and Snoqualmie shall pay Issaquah a filing fee of $271.50. For each traffic, parking or non-traffic infraction filed on or after January 1, 2017, North Bend and Snoqualmie shall pay Issaquah $54.30.These filing fees shall be the sole compensation due Issaquah for all services provided, and shall fully discharge North Bend's and Snoqualmie's obligations for payment of the costs of the North Bend and Snoqualmie Municipal Courts pursuant to RCW 3.50.080. These fees shall be paid regardless of whether the cases are later dismissed without a full adjudication. North Bend and Snoqualmie shall

additionally pay Issaquah all other costs as specified as the responsibility of North Bend and Snoqualmie in Section 5 hereof.

7. **Payment of Compensation,** Issaquah shall bill North Bend and Snoqualmie monthly for amounts due under this Agreement. North Bend and Snoqualmie shall pay the amount due within 45 days of receipt. However, if North Bend or Snoqualmie has a good faith dispute with the amount of the invoice, North Bend or Snoqualmie shall pay the non-disputed amount within the time frame set forth in this section.

8. **Adjustment of Filing Fees.** Filing fees payable hereunder shall be subject to adjustment as follows:

8.1 Adjustment for Additional Duties. In the event that Issaquah's duties under this Agreement are enlarged, increased or impacted due to local, state, or federal mandates, new requirements from North Bend or Snoqualmie, or the departure of a party, Issaquah may increase the filing fees or add a supplemental monthly fee to either North Bend and Snoqualmie to cover the costs. Issaquah shall notify North Bend or Snoqualmie of the effective date of the fee changes, which may be immediately. Either party may request mediation as to the amount of this fee change. North Bend or Snoqualmie shall timely pay the new fees from their effective date even if mediation is requested.

8.2 Annual Adjustment. Commencing in 2016 and annually thereafter during the term of this Agreement and any extensions thereof, the parties shall meet on or before June 30 to review the cost of the services provided by Issaquah and the filing fees to be paid by North Bend and Snoqualmie to fairly compensate Issaquah for such services. The parties shall use best

efforts to determine whether an adjustment of filing fees is warranted, and if so, the amount thereof. Filing fee adjustments agreed to pursuant to this process shall not require an amendment of this Agreement, but shall be confirmed in writing. If Issaquah does not propose a filing fee adjustment prior to September 30, no increase for the next year shall be permitted. If Issaquah does propose a filing fee adjustment, North Bend and Snoqualmie may request formal negotiations by notifying Issaquah within 15 days after receipt of the proposed filing fee adjustment. If negotiation does not resolve the issue by November 15, the issue of filing fee adjustment shall be subject to the mediation and arbitration provisions of section 19, Dispute Resolution. The existing filing fees shall remain in effect until the parties reach agreement as to the amount of filing fees or until mediation or arbitration is concluded.

9. **Disbursal of Local Court Revenues to North Bend and Snoqualmie.** Pursuant to RCW 3.62.070 and RCW 39.24.180, North Bend and Snoqualmie shall receive one hundred percent (100%) of Local Court Revenues from North Bend and Snoqualmie Municipal Court cases, excluding revenues which are not able to be dispersed by statute, probation revenues received at the municipal court and excluding restitution or reimbursement to North Bend and Snoqualmie or a crime victim, or other restitution as may be awarded by a judge. For purposes of this section, Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from North Bend and Snoqualmie Municipal Court cases after payment of any and all assessments required by state law thereon. Local Court Revenues include all revenues as defined herein received by the Issaquah Municipal Court for North Bend and Snoqualmie Municipal Court cases as of opening of business January 1, 2012.

10. **Factors Considered.** In entering into this Interlocal Agreement for municipal court services, North Bend, Snoqualmie, and Issaquah have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

11. **Payment of State Assessments.** Issaquah shall pay on behalf of North Bend and Snoqualmie all amounts due and owed to the State of Washington relating to North Bend and Snoqualmie Municipal Court cases filed at Issaquah Municipal Court out of the gross court revenues received by the Issaquah Municipal Court on North Bend and Snoqualmie Municipal Court cases. Issaquah assumes responsibility for making such payment to the State as agent for North Bend and Snoqualmie on a timely and accurate basis. As full compensation for providing this service to North Bend and Snoqualmie, Issaquah shall be entitled to retain any interest earned on these funds prior to payment to the State.

12. **Monthly Reporting and Payment of Local Court Revenues.** Issaquah shall provide North Bend and Snoqualmie a monthly remittance report and a check or wire transfer for Local Court Revenues no later than 45 business days after the end of each calendar month.

13. **North Bend and Snoqualmie Ordinances, Rules and Regulations.** In executing this Agreement, Issaquah does not assume liability or responsibility for or in any way release North Bend or Snoqualmie from any liability or responsibility which arises in whole or in part from the existence or effect of North Bend or Snoqualmie ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is

commenced in which the enforceability and/or validity of any North Bend or Snoqualmie ordinance, rule, or regulation is at issue, North Bend and Snoqualmie shall defend the same at its sole expense and if judgment is entered or damages are awarded against North Bend, Snoqualmie, Issaquah, or all, North Bend and Snoqualmie shall satisfy the same, including all chargeable costs and attorneys' fees.

14. **Indemnity**. The parties shall each indemnify the other as follows:

14.1 Issaquah Indemnity. Issaquah shall protect, indemnify and save harmless North Bend and Snoqualmie, their officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Issaquah, its officers, employees and agents in performing this Agreements.

14.2 North Bend Indemnity. North Bend shall protect, defend, indemnify and save harmless Issaquah, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of North Bend, its officers, employees or agents in performing this Agreement.

14.3 Snoqualmie Indemnity. Snoqualmie shall protect, defend, indemnify and save harmless Issaquah, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts, errors or omissions of Snoqualmie, its officers, employees or agents in performing this Agreement.

14.4 Survival of Indemnitees. The provisions of 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.

15. **Actions Contesting Agreement.** Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of North Bend, Snoqualmie, and/or Issaquah to undertake the activities contemplated by this Agreement. If any parties to this Agreement are not named as parties to the action, the party named shall give the other parties prompt notice of the action and such parties shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.

16. **Financing.** There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

17. **Property.** This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

18. **Joint Administrative Board.** No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City

Administrators for North Bend, Snoqualmie, and Issaquah, or her/his designees, and the Issaquah Municipal Court Judge as a Joint Administrative Board.

19. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration 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.

20. **Independent Contractor.** Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of North Bend or Snoqualmie an Issaquah employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Issaquah employees by virtue of their employment. Nothing in this Agreement shall make any employee of Issaquah a North Bend or

Snoqualmie employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded North Bend and Snoqualmie employees by virtue of their employment. At all times pertinent hereto, employees of Issaquah are acting as Issaquah employees, employees of Snoqualmie are acting as Snoqualmie employees, and employees of North Bend are acting as North Bend employees.

21. **Notices.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Issaquah:	City Administrator City of Issaquah 130 E. Sunset Way Issaquah, WA 98027
To North Bend:	City Administrator City of North Bend P.O. Box 987 North Bend, WA 98065
To Snoqualmie:	City Administrator City of Snoqualmie 38624 SE River Street PO Box 987 Snoqualmie, WA 98065

22. **Partial Invalidity.** 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 provisions hereof, and such other provisions shall remain in full force and effect.

23. **Assignability.** The rights, duties, and obligations of either party to this Agreement shall not be assignable.

24. **Entire Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

25. **Duration, Merger and Effective Date.** Upon execution by all parties and posting on Issaquah's website, this agreement shall become effective and shall be implemented as provided herein. This agreement supersedes prior interlocal agreements between the parties for court services dated January 1, 2012. All prior understandings, written or oral are merged with its provisions. The term of this Agreement shall commence upon execution by all parties on June 1, 2015, and shall expire on December 31, 2017, unless terminated earlier pursuant to section 26 (Termination). This Agreement shall automatically be renewed and extended for successive additional four (4) year periods upon the same terms and conditions set forth herein, or as amended in writing, unless terminated accordance with section 26, subject only to mutual agreement as to filing fees, which shall not be subject to section 19, Dispute Resolution, for extensions. The initial

four-year extension will be followed by another Joint Administrative Board review and then by successive four- (4) year periods with automatic Joint Administrative Board reviews conducted one hundred eighty (180) days before each four- (4) year renewal. Automatic renewal will be upon the same terms and conditions set forth herein, or as amended, unless terminated in accordance with Section 26, subject only to mutual agreements as to any amended or increased fees applicable to the extensions, which mutual agreements shall not be subject to Section 19.

26. **Termination of Agreement.** Any party may give notice of termination for cause based on the breach of any material provision of this Agreement by the other party or parties, provided, the Agreement shall remain in full force and effect until the conclusion of Dispute Resolution pursuant to section 19. North Bend and Snoqualmie shall provide written notice of its intent to renew or terminate this Agreement without cause not less than 180 days prior to expiration of this Agreement or any renewal thereof. Issaquah shall provide written notice of its intent to terminate this Agreement not less than 180 days prior to expiration of this Agreement or any renewal thereof. In the event of termination of this Agreement or any extension thereof, the parties will work cooperatively to ensure the orderly transition of cases from Issaquah Municipal Court to the new venue. Such notice of termination for convenience given in accordance with this section is not subject to section 19. If appropriate, this transition may involve compensation, on a case-by-case basis, for cases left "open" after termination of this agreement and after transition to the new venue.

27. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on Issaquah's, Snoqualmie's, and North Bend's respective web sites listed by subject matter.

28. **General Provisions.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

DATED this 26th day of May, 2015.

CITY OF ISSAQUAH

By_____
Fred Butler, Mayor

CITY OF NORTH BEND

Kenneth Hearing, Mayor

CITY OF SNOQUALMIE

By_____
Matthew Larson, Mayor

By direction of the City Council
Taken_____

Attest:

_____
Tina Eggers, City Clerk

Approved as to Form:

_____
Wayne Tanaka, City Attorney

By direction of the City Council
Taken AB15-053 5/19/15

Attest:

Susie Oppedal
Susie Oppedal, North Bend City Clerk

Approved as to Form:

Kirk King
North Bend City Attorney

By direction of City Council
Taken Tuesday, May 26, 2015

Attest:

Jodi Warren
Jodi Warren, MMC Snoqualmie City Clerk

Approved as to Form:

Bob C. Sterbank
Bob Sterbank, Snoqualmie City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF NORTH BEND, SNOQUALMIE AND ISSAQUAH FOR MUNICIPAL COURT SERVICES AND FACILITIES - 20
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