

AGREEMENT FOR TEMPORARY, EMERGENCY USE OF COURT FACILITY

THIS AGREEMENT FOR USE OF COURT FACILITY (“Agreement”) is entered into between the City of Kirkland, a Washington municipal corporation (“Kirkland”) and the City of Mercer Island, a Washington municipal corporation (“Mercer Island”) and shall be effective as of June 1, 2023.

WHEREAS, Kirkland owns and operates the Kirkland Justice Center located at 11740 NE 118th Street, Kirkland, Washington; and

WHEREAS, the Kirkland Justice Center has facilities for holding municipal court proceedings that include, among other necessary facilities, courtrooms, the equipment necessary to record such proceedings and the requisite telecommunications connections; and

WHEREAS, due to emergency closure of Mercer Island City Hall, Mercer Island desires to utilize the Kirkland Justice Center to hold Mercer Island Municipal Court proceedings on a temporary, emergency basis; and

WHEREAS, Kirkland desires to partner with Mercer Island and make one court room at the Kirkland Justice Center, ancillary facilities, such a judge’s chamber and jail holding cell, to support that court room (hereinafter the “Court Facility”), available for Mercer Island to use on a temporary, emergency basis; and

WHEREAS, Kirkland and Mercer Island believe that allowing Mercer Island to hold municipal court proceedings in the Kirkland Justice Center on a temporary, emergency basis is in the public interest.

NOW THEREFORE, the Parties agree as follows:

1.0 Mercer Island Use of the Kirkland Justice Center

Mercer Island shall be allowed to use the Kirkland Justice Center Court Facility for the purpose of conducting Mercer Island Municipal Court proceedings on a temporary, emergency basis. Except as otherwise directed by Kirkland, Mercer Island shall be allowed to use the Court Facility for municipal court proceedings from 8:00 am to 4:30 pm on every Tuesday of each week during the term of this Agreement, and from 8:00 am to 4:30 pm the second Monday of each month during the term of this Agreement. Upon approval by Kirkland, Mercer Island may use the Court Facility for special municipal court proceedings outside of the times and days designated above.

2.0 Term

This Agreement is effective June 1, 2023 through September 30, 2023. Should Mercer Island need to continue using the Court Facility past September 30, 2023, the parties shall negotiate a new agreement, or amendment to this Agreement, to govern such use.

3.0 Mercer Island Responsibilities

In utilizing the Court Facility, Mercer Island shall be responsible for the care and security of the Court Facility. These responsibilities include, but are not limited to:

- A. Mercer Island staff shall be responsible for setting up its municipal court proceedings at the Court Facility.
- B. Mercer Island may utilize the Court Facility's furnishings, computers, projector, sound system, recording equipment, JIS link, and video equipment.
- C. Mercer Island staff shall clean up immediately after each use of the Court Facility and shall return the Court Facility to the condition it was in before such use.
- D. Mercer Island shall reimburse Kirkland for costs incurred by Kirkland as a result of Mercer Island's use of the Court Facility.

4.0 Kirkland Assistance and Equipment

- A. Kirkland staff will provide initial training to Mercer Island staff on courtroom operations and procedures for the Court Facility.
- B. Kirkland staff will not be available during Mercer Island's use of the Court Facility to assist with Mercer Island cases, customers, issues pertaining to the building, equipment, or other issues. Mercer Island staff are responsible for properly addressing any such issues with the Kirkland Municipal Court Administrator.

5.0 Costs

Mercer Island shall reimburse Kirkland for the maintenance and overhead costs (including facilities, security, and IT support costs) related to its use of the Court Facility in the amount of \$160.47 per day of use, or \$3,209.49 for the duration of this Agreement. Mercer Island agrees to pay the \$3,209.49 as a lump sum payment to Kirkland by no later than June 15, 2023.

6.0 Disputes

Any dispute or problem arising under this Agreement that cannot be promptly resolved by staff will be brought to the attention of the Kirkland City Manager, or designee, and the Mercer Island City Manager, or designee.

7.0 Indemnification

- 7.1 Mercer Island shall indemnify and hold harmless Kirkland and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or

arising out of any negligent action or omission of Mercer Island, its officers, agents, and employees, or any of them, in connection with this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Kirkland, Mercer Island shall defend the same at its sole cost and expense; provided, that, Kirkland retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against Kirkland and its officers, agents, and employees, or any of them, or jointly against Kirkland and Mercer Island and their respective officers, agents, and employees, or any of them, Mercer Island shall satisfy the same, except to the extent such judgment is attributable to the intentional or negligent act or omission of Kirkland.

7.2 Kirkland shall indemnify and hold harmless Mercer Island and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any intentional act, or negligent act or omission of Kirkland, its officers, agents, and employees, or any of them in connection with this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against Mercer Island, Kirkland shall defend the same at its sole cost and expense; provided that Mercer Island retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against Mercer Island, and its officers, agents, and employees, or any of them, or jointly against Mercer Island and Kirkland and their respective officers, agents, and employees, or any of them, Kirkland shall satisfy the same, except to the extent such judgment is attributable to the intentional or negligent act or omission of Mercer Island.

7.3 It is further specifically and expressly understood that the indemnification provided herein constitutes a mutual waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by Kirkland and Mercer Island.

7.4 Insurance: Kirkland and Mercer Island shall each maintain municipal risk pool liability coverage, and property coverage on their owned property, through Washington Cities Insurance Authority, for the duration of this Agreement.

7.5 The provisions of this section 7 shall survive the expiration or termination of this Agreement.

8.0 Termination

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

9.0 Entire Agreement

This Agreement contains all of the agreements between the parties with respect to any of the matters contained or mentioned in this Agreement.

10.0 Severability

If any portion of this Agreement or its application is held invalid, the remainder of this Agreement or the application of the remainder of this Agreement shall not be affected.

AGREED AND ACCEPTED:

City of Kirkland

Beth Goldberg

Beth Goldberg (May 31, 2023 14:13 PDT)

Beth Goldberg, Deputy City Manager of Operations

Date: May 31, 2023

City of Mercer Island

Jessi Bon

Jessi Bon, City Manager

Date: 5/30/2023

Approved as to form:

Stephanie Croll, Acting City Attorney

Stephanie Croll, Acting City Attorney (May 31, 2023 15:51 PDT)

Kevin Raymond, City Attorney

s/ Bio Park 05/30/2023

Bio Park, City Attorney