

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON AND
SKAMANIA COUNTY FOR THE PROVISION OF COURT SERVICES WITHIN
THE MUNICIPAL DEPARTMENT OF THE DISTRICT COURT**

THIS AGREEMENT made by and between SKAMANIA COUNTY, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, hereinafter referenced to as the "COUNTY" and the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY", for the provision of court services to the City's Municipal Department of the Skamania County District Court.

RECITALS:

WHEREAS, the CITY has previously petitioned the COUNTY to establish a municipal department of Skamania County District Court; and

WHEREAS, the organization of the CITY's Municipal Department was incorporated into Skamania County's District Court Districting Plan; and

WHEREAS, the municipal department for the CITY was created by the COUNTY, known as the Municipal Department of the CITY of STEVENSON; and

WHEREAS, the CITY desires to utilize the services of the COUNTY's District Court judges to hear cases on violations of the CITY's civil ordinances, and no other matters except as conferred by statute; and

WHEREAS, the parties desire to enter into an agreement defining their rights, duties and liabilities relating to the utilization of the COUNTY's District Court judges to hear cases on violations of the CITY civil ordinances and no other matters except as conferred by statute; and

WHEREAS, the purpose of this Agreement is to provide the CITY with Municipal Court services for the adjudication of violations of CITY civil ordinances and establish a basis for identifying costs, revenues, fines, fees and responsibilities of both parties hereto; and

WHEREAS, the Municipal Court services to be provided by the COUNTY are expressly restricted to the provision of a District Court judge.

NOW, THEREFORE,

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the CITY and the COUNTY hereby agree as follows:

1. SERVICES.

The COUNTY agrees to provide a courtroom, a District Court judge, court commissioner and necessary support staff to adjudicate violations of CITY civil ordinances and no other matters except as conferred by statute. The CITY is responsible for providing a prosecutor, a public defender, and reimbursing costs of interpreters and security or any other professionals whose services are required by statute.

The COUNTY will provide, within the COUNTY's jurisdictional limits, at a suitable location and facilities as noted herein, judicial services for the Municipal Court of the CITY, on a monthly frequency determined in the Skamania County District Court Districting Plan, at a time and on day(s) convenient to the District Court judge.

2. FACILITIES AND PERSONNEL.

Pursuant to RCW 3.46.130-140, the CITY is responsible to provide personnel necessary for a properly functioning Municipal Court, including without limitation, a prosecutor, a public defender, and reimbursement for the costs of interpreters, security, fees or any other professionals whose services are required.

The parties have agreed herein that the COUNTY will provide personnel including a judge, court commissioner, court clerk and probation services. Security is included in services provided by the county, but if security is required during an independent session of the Municipal Court, including, but not limited to trials, the COUNTY may provide security at CITY's reasonable expense, or pursuant to CITY's interlocal agreement for law enforcement if specified therein.

3. PAYMENT.

The CITY covenants and agrees to make payment to the COUNTY for the provision of Municipal Court services provided under the terms of this Agreement as follows:

- a. The CITY shall pay the COUNTY One Thousand Six Hundred Sixty Six and 67/100 Dollars (\$1,66.67) per month for included services.
- b. The CITY shall further pay to the COUNTY the sum of Six Thousand Dollars (\$6,000.00) as a one-time fee for administration of prior cases, payable at the rate of Three Thousand Dollars (\$3,000) per year.
- c. CITY shall pay the COUNTY for interpreters, security, fees or other professionals required per this agreement as billed.

- d. The CITY shall remit payment within thirty (30) days after receipt of the billing from the COUNTY. Said payment shall be directed to Skamania County District Court, to the attention of the Court Administrator.
- e. Payments to the CITY prosecutor and court appointed attorney shall be made by the CITY directly to those entities.

4. **GENERAL PROVISIONS.**

- a. This agreement shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right to action hereunder for any cause whatsoever.
- b. No agent, employee, servant or representative of the CITY shall be deemed to be an employee of COUNTY for any purpose and no employee of COUNTY or of the District Court shall be deemed an employee of the CITY.
- c. Each party to this Agreement shall act in good faith and shall aid and assist the other in accomplishing the objective of this Agreement.
- d. This Agreement, upon execution by all parties, supersedes all prior contracts and agreements (oral or written) for the District Court's assumption of Municipal Court services between the CITY and the COUNTY. This contract does not affect existing contracts relating to prosecution, law enforcement and jail costs.

5. **MODIFICATION.**

No change or additions to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, signed by both parties.

6. **TERM.**

This Agreement shall become effective commencing the 1st day of June, 2016, and shall continue in effect through the 31st day of December, 2017. This agreement will continue in force for subsequent years on the terms specified herein unless other terms are negotiated within 90 days prior to the end of the calendar year.

7. **NOTICE.**

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed

to the COUNTY at:

Skamania County District Court
Court Administrator
PO Box
Stevenson, WA 98648

Or to the CITY, at:
City of Stevenson
PO Box
Stevenson WA 98648

Or at such other address as either party may designate to the other in writing from time to time. All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

8. **TERMINATION.**

- a. CITY: The CITY may terminate this Agreement by providing the Court Administrator with written notice of its intent to disband its Municipal Department, no less than one (1) year prior to February 1st of the year in which all Skamania County District Court judges are subject to election. PROVIDED: the CITY may only terminate its Municipal Department at the end of a four (4) year judicial term.

The CITY may not give the COUNTY the written notice required under this section of the Agreement unless the CITY has a valid agreement with the COUNTY under chapter 39.34 RCW, under which the COUNTY is to be paid a reasonable amount for costs associated with prosecuting, adjudication and sentencing in criminal cases filed in District Court as a result of the termination.

- b. COUNTY: The COUNTY may terminate this Agreement by providing council for the CITY written notice at least one (1) year prior to the date of the intended termination.
- c. Termination of this Agreement shall not affect any case, proceeding, appeal or other matter pending in the Municipal Court, or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of termination by either the CITY or the COUNTY.

9. **APPLICABLE LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. **INVALIDITY.**

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

[Signatures appear on next page]

EXECUTED this _____ day of _____, 2016.

**BOARD OF COUNTY
COMMISSIONERS SKAMANIA
COUNTY, WASHINGTON**

DISTRICT COURT JUDGES

Hon. Ronald Reynier

EXECUTED this _____ day of _____, 2016.

CITY OF STEVENSON

Frank Cox, Mayor

APPROVED AS TO FORM:

Adam Kick, Prosecuting Attorney
Skamania County

Kenneth B. Woodrich, City Attorney
City of Stevenson