

**AGREEMENT BETWEEN SKAMANIA COUNTY AND THE CITY OF STEVENSON FOR PROBATION SERVICES**

THIS AGREEMENT made and entered into this 19<sup>th</sup> day of January, 2017, by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as “the City,” and SKAMANIA COUNTY, a legal subdivision of the State of Washington, hereinafter referred to as “the County”.

**RECITALS**

This Agreement is entered into pursuant to the laws of the State of Washington, including the Interlocal Cooperation Act, Title 34, Chapter 39 of the Revised Code of Washington, and each of the parties hereto represents that it has authority to execute the same.

- A. The City desires to utilize Skamania County Probation to provide routine probation services to clients the City deems necessary.

NOW, THEREFORE, the City and the County, having considered the matters set forth above, and for and in consideration of the mutual benefits to be derived by them, agree as follows:

1. County Obligations:

Skamania County Probation Department will supervise clients based on the policy and procedures currently in place for Skamania County District Court referrals. The services will be the same as used for Skamania County District Court cases. The Probation Department agrees to submit violation reports in a timely manner and these shall include:

- A detailed violation report.
- Supporting documents as necessary based on the violations.

2. City Obligations:

The City agrees to bill all clients placed on Probation \$40 per month for the services. All money collected for this service will be deposited with the Skamania County Treasurer not less than quarterly.

3. Term of Agreement:

This contract shall commence January 1, 2017 and continue through December 31, 2017.

Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination

4. Indemnification:

It is understood and agreed between the parties hereto that if either party is alleged to be negligent in its performance of this agreement, and those allegations result in a claim, loss, demand, action, or cause of action of any nature whatsoever, that party will defend and hold the other harmless from those allegations and any damages that may result. The parties further agree to hold the other harmless and to waive their respective immunities under the State Industrial Insurance Act (RCW Title 51) to the extent that an employee

brings a claim or suit against the other non-employer agency for injuries occurring in the workplace while performing this act.

5. Interlocal Agreement Representations

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. The term of this agreement is set forth in Section 3, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City to use Skamania County probation services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 3, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The City of Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Skamania County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

IN WITNESS WHEREOF, the parties hereto executed this agreement as of the day and the year first written above.

BOARD OF COMMISSIONERS  
SKAMANIA COUNTY, WASHINGTON

CITY OF STEVENSON

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
City Clerk

ATTEST:

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Sheriff

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Prosecuting Attorney