

(PROPOSED)

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF CHEHALIS AND LEWIS COUNTY, WASHINGTON

THIS Interlocal Agreement ("Agreement") is entered into this 22nd day of April, 2024, by and between the City of Chehalis, a Washington municipal corporation ("Chehalis") and Lewis County, WA ("County"), collectively the "Parties" or each "Party", pursuant to the Revised Code of Washington ("RCW") Chapter 39.34.

WHEREAS, the City has established a Municipal Court, which Court has deemed it beneficial to the citizens of the City to establish a treatment alternative in the prosecution of certain misdemeanor and gross misdemeanor crimes; and

WHEREAS, the County has established and proven competency in case management of treatment alternative courts, and has determined that it would benefit the citizens of the County to expand treatment options into municipal judicial systems; and

WHEREAS, the City and the County desire to share resources and competencies in a joint effort to expand treatment alternatives in the criminal justice system;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the City and County agree as follows:

AGREEMENT

1. Effective Date/Duration and Termination:
 - a. This Agreement shall become effective on full execution hereby by both Parties, and shall continue for a period of one (1) year from July 01, 2024 through and including June 30, 2025. The Agreement may be renewed by agreement of the Parties, but shall not automatically renew.
 - b. This Agreement may be terminated by either party upon thirty (30) days notice to the other, with or without cause. Upon termination by either party, any payments or expenditure of resources shall be prorated and any pre-payments shall be returned to the paying party.
2. Administration: This Agreement shall be administered by the designated representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement. The Parties may alter or update the identity of their representative by notifying the other Party.
 - a. For the City: Jacqueline M. Butcher, its Court Administrator.
 - b. For the County: Susie Palmateer, its Court Administrator.
3. Purpose: The Parties adopt the above recitals as if fully restated here. Further, the purpose of this Agreement is to allow the County and City to share resources in case-management of

judicially supervised treatment programs. Specifically, the County, through the Superior Court Mental Health Court Program, will provide case management support to the City in managing the City's municipal treatment court.

4. Personnel and Payment: The County will provide one or more personnel to assist the City in case management of the City's municipal treatment court program. In exchange for this assistance, the City will pay the County forty thousand, six hundred and forty-seven dollars exactly (\$40,647.00), paid in two equal installments of \$20,323.50. The first installment payment shall be upon mutual execution of this Agreement and the second installment shall be six (6) months following execution of this Agreement. An additional nine thousand, three hundred fifty-three dollars exactly (\$9,353.00) may be used by the City internally or to cover agreed upon costs for the mutual benefit of the Parties in this endeavor; however, any property purchased with these funds shall be wholly owned by the City, even if used primarily by County personnel.
5. No Creation of Separate Legal Entity: No separate legal entity is created hereby. Each of the parties are stand-alone entities organized under the laws and constitution of the State of Washington. No employee, agent, or elected official of one Party shall become the employee, agent, or elected official of the other by virtue of this Agreement – each Party shall be responsible for its own employees, agents, and elected officials and neither Party shall attempt to control those of the other.
6. Indemnification: Each Party agrees to defend and indemnify the other against any claims against the other for negligent acts or omissions attributable exclusively to the indemnifying Party. Under circumstances where both Parties may be found negligent, indemnification responsibility may be determined by agreement of the Parties or if agreement cannot be reached, by a court of competent jurisdiction following the conclusion of the matter. In such cases, each Party may defend itself and later seek reimbursement, where appropriate.
7. Venue and Choice of Law: This Agreement shall be governed by the laws of the State of Washington. The Parties agree that the Superior Court of Lewis County shall be the appropriate venue for any actions between the Parties to this Agreement; HOWEVER, the Parties agree that a visiting judge should be appointed to hear any matter between the Parties.
8. Severability: If any term or condition of this Agreement or the application thereof is held to be invalid, such invalidity shall not affect the other terms of this Agreement which may be given effect without the invalidated term unless such invalidity substantially undermines the purpose of this Agreement. To this end, the terms of this Agreement are declared severable.
9. Entire Agreement: This Agreement represents the entire agreement between the Parties and supersedes any prior agreements, written or oral, as to the matters contemplated herein.
10. Counterparts: This Agreement will be signed by agents of the respective Parties following the empowerment of such agents to enter into this Agreement. The Agreement may be signed in counterparts and the collection of signatures shall be deemed a single original. Such signatures may be transmitted electronically and such electronic signature shall be deemed an original.

IN WITNESS WHEREOF, the Parties, having duly empowered their signatories below, enter into this agreement by signing below:

FOR LEWIS COUNTY

Susie Palmateer

Name: Susie Palmateer, Its Superior Court Administrator

Date: 4-24-24

FOR THE CITY OF CHEHALIS

Name: [Signature], Its Intention City Manager

Date: 4/23/2024