

AMENDED
**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
VADER, WASHINGTON AND LEWIS COUNTY, WASHINGTON
FOR DISTRICT COURT SERVICES**

THIS AGREEMENT, made and executed this ___ day of _____, 2020, by and between the City of Vader, Washington, hereinafter referred to as the "City", and Lewis County hereinafter referred to as "County" for the purpose of Vader obtaining services from the District Court of Lewis County, Washington.

1. Purpose and Authority.

- A. State law in accordance with RCW 39.34.030 and RCW 3.50.815 provides that a municipal corporation may contract with another municipal corporation for services that either is authorized to provide. Cities are specifically permitted to contract with Counties for court services.
- B. The purpose of this Agreement is to provide the City with appropriate court services in the County District Court for the adjudication of criminal violations and traffic or non-traffic infractions filed by the City or any other infractions, criminal violations or other matters that currently have jurisdiction and venue in the Vader municipal court and to establish a basis for consideration for these services and to set forth the responsibilities of both parties.
- C. The City has contracted for municipal court services with another City. The City's police services are provided by Lewis County Sheriff's Office (LCSO). LCSO's practice is to file all of its cases with the Lewis County District Court. Therefore, Vader would like to transition so that all violations and crimes occurring within the jurisdiction of the City will be filed and adjudicated by the District Court. In addition, to avoid having to maintain a municipal court, Vader would like to have all matters that currently have jurisdiction and venue in its municipal court be properly heard in the Lewis County District Court. However, any case that still is under the department of probation at the Winlock Municipal Court will continue to be supervised by the Winlock Municipal Court until the probation ends. Enforcement of this provision will be at the sole discretion and liability of the City of Vader.
- D. The City of Vader has very few cases filed annually (historically between 4 and 20 cases per year). Due to the system used by LCSO, consistently tracking the Vader-specific cases is difficult to impossible. Thus the costs of tracking such cases separately would likely be more costly than the County providing the services outlined in this Agreement at no cost. In order to provide consideration for the Court services, the parties agree that any filing fees, costs, reimbursements, fines or penalties charged or levied by the Court to litigants and paid to the Court in all Vader cases may be retained by the County as full compensation for providing the services hereunder to the City.

E. It is deemed to be in the best interest of the public health, safety and welfare of the citizens of the City to contract with Lewis County for District Court services.

2. District Court Costs.

A. The District court shall charge no separate filing fee to Vader for any cases arising out of the Vader jurisdiction or its contract with LCSO. Instead, the District Court shall retain any and all fees, fines, penalties and payments made from these cases (as outlined in Section 4 below) without the obligation to transfer any of these funds to the City of Vader. This consideration is considered fair and equitable by both parties.

B. In accordance with RCW 39.34.180, nothing in this Agreement is intended to alter the statutory responsibilities of the county for the prosecution, adjudication, sentencing, and incarceration for not more than one year of felony offenders, nor shall this section apply to any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

3. City Prosecution and Public Defender Services.

A. The County shall, at County expense, provide all prosecutorial and public defender services for all actions filed in District Court in the name of the City for those cases filed after the adoption of this Agreement. District Court shall assign the public defender and the County agrees to be responsible for the costs thereof for those cases filed after the adoption of this Agreement. Those cases filed prior to this agreement shall be transferred to the County on a case-by-case basis upon approval of the County and the City.

4. District Court Imposed Fines, Costs, Forfeitures, Penalties and Certain Costs - Disposition.

A. All, fines, forfeitures, and penalties assessed and collected in whole or in part, by the District Court for adjudicated City shall be retained by the District Court as full compensation for the services provided hereunder. In addition, costs assessed by the Court and paid by the defendants for probation service fees, warrant fees and jury fees shall be retained by the Court for cases filed after the adoption of this Agreement and for the following types of cases filed prior to the adoption of this Agreement:

1. Pre and post-conviction criminal cases in warrant status;
2. Pre and post-conviction criminal cases in with outstanding bail/bonds;
3. Pre and post-conviction criminal cases with active protective/restraining orders;
4. Post-conviction criminal cases with outstanding restitution;
5. Post-conviction criminal cases with outstanding court fines and fees;
6. Post-conviction criminal cases with remaining supervisory jurisdiction; and
7. Infraction cases with outstanding fines and fees.

B. The City supports the funding of the Lewis County District Court Probation Department. For the purpose of providing additional funding for the Probation

Department, the City, pursuant to RCW 10.64.120, encourages the District Court when deemed appropriate, to levy a monthly assessment on the City cases whenever a person is referred by the court to the Probation Department for supervision. These fees will be paid by the person under supervision and not by the City.

5. General Provisions.

- A. This contract 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 Lewis County for any purpose and no employee of Lewis County or of the District Court shall be deemed an employee of the City.
- C. Each party to this contract shall act in good faith and shall aid and assist the other in accomplishing the objectives of this contract.
- D. This contract, upon execution by all parties, supersedes all prior contracts and agreements for District Court services between the City, District Court and Lewis County.
- E. Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement by agreement and signature of both parties.

6. Defense and Indemnification.

Either Party shall defend, protect, and hold harmless the other Party or any officers or employees thereof, from and against all claims, suits, or action arising from any intentional or negligent act or omission of the other Party or any employee, agent or representative of the other Party or any subcontractor, while performing under the terms of this contract.

7. Arbitration.

- A. It is the intent and purpose of all parties to this contract to negotiate for District Court services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event that the City and County are unable to reach an agreement for a succeeding year's court services prior to the termination of this contract, the City and County shall be deemed to have entered into an agreement to submit the issue to arbitration pursuant to RCW 3.62.070 and RCW 39.32.180(3), it is agreed that for the purpose of arbitration, the arbitrator or arbitrators shall only consider those additional costs borne by the County in providing District Court services.
- B. In the event that this contract is submitted to arbitration, the City and County, agree to honor the existing contractual terms and conditions pending the conclusion of the arbitration proceeding.

8. Term.

A. The initial term of this Agreement is from the date listed in the first paragraph hereof on Page 1 through December 31, 2023. At the end of the initial term and any subsequent term, this Agreement shall automatically renew for an additional 5 year term. Notwithstanding this automatic renewal, this Agreement may be terminated in accordance with Section 8(B) below and may be amended from time to time in accordance with Section 5(E) above.

9. Modification and Termination.

A. This contract shall be reviewed annually on or before the 1st day of September and proposed changes by the City or District Court shall be presented at a time and in such a manner as to allow full discussion and consideration of the proposed changes as part of the City's budget process.

B. Either party shall have the right to terminate this Agreement, provided that the terminating party notifies the other party in writing twelve (12) months prior to such termination to allow the parties' sufficient time to address alternate measures.

C. Termination of this contract shall not affect any case, proceeding, appeal or other matter pending in the District 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 District Court.

10. Records Maintenance.

Each Party shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Both Parties shall retain such records for a period of seven (7) years.

If any litigation, claim or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

11. Severability.

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

12. Conformance.

If any provision of this Agreement violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

13. Waiver.

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the party granting such a waiver.

14. Survival.

The terms and conditions contained in this Agreement will survive the completion, cancellation, termination or expiration of the Agreement.

15. Entire Agreement.

This written Agreement represents the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this contract by laws governing their respective jurisdiction and powers.

DATED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY

CITY OF VADER

Edna Fund, Commissioner

Joe Schey, Mayor

Bobby Jackson, Commissioner

Gary Stamper, Commissioner

APPROVED AS TO FORM

APPROVED AS TO FORM

Jonathan Meyer
County Prosecuting Attorney

Jennifer S. Robertson
Vader City Attorney

ATTEST

ATTEST

Name: _____
Lewis County Auditor's Office

Dianne Floyd
Vader City Clerk/Treasurer