

INTERLOCAL AGREEMENT PURSUANT TO RCW
39.34.180 PROVISION OF MUNICIPAL COURT
SERVICES BY COUNTY TO CITY OF CLARKSTON, WASHINGTON

WHEREAS; The County operates a District Court pursuant to Title 3 of the Revised Code of Washington,

WHEREAS; The City of CLARKSTON prefers to continue the utilizing the District Court for their municipal court responsibilities,

WHEREAS: The parties desire to enter into an agreement between ASOTIN County (hosting jurisdiction) and the City of CLARKSTON, (contracting city) for the County to provide municipal court services to the City of CLARKSTON for compensation.

WHEREAS; No new separate or administrative agency is created by this agreement.

WHEREAS; No real or personal property will be jointly acquired by the parties as a result of this agreement;

WHEREAS; Asotin County District Court will be the administrative agency for the municipal court and will be responsible for submitting a budget to the County including the costs of Clarkston municipal court cases.

WHEREAS; If the parties decide to enter into any joint purchasing agreements, a new interlocal agreement will be required;

WHEREAS; RCW 3.50 *et seq* authorizes the County to provide judicial services to a contracting city for compensation, the parties agree to the following:

I. TERM

The term of this agreement is ten (10) years. The Parties will negotiate the cost of District Court services every year. For the purposes of this agreement the negotiations will begin by the County sending a proposal to the City by February 15, 2016, and every year throughout the duration of this agreement. If the City fails to respond by April 1, of any negotiating year, the County's proposal will become the amendment to this agreement, and the increased price to be charged beginning January 1, of the following year shall be based on the consumer price index as it exists in April of the given year, but in no event shall it exceed 3% in any given year without the consent of both parties. If it appears that the actual costs to the county for providing the Municipal Court Services provided herein will exceed 3% then as in section VIII (DISPUTES) will be used to resolve.

II. COSTS

The parties agree the contracting city will pay the County \$135.00 per criminal action filed in the court and \$30 for each infraction filed with the Court by city law and code enforcement officers..

III. COURT FUNCTIONS

The Court will process all actions filed with the court, collect all fines and forfeitures for cases filed by the city.

IV. PAYMENT

Each month the County will multiply the number of criminal actions plus add any statutory assessments required by law per case filed the previous month by \$135. The County will multiply the number of infractions with any statutory assessments required by law, filed the previous month by \$30, and add the sums together to come up with the prior months' total cost owed by the City to the County for judicial services. The County will add any balance owed from prior months, deduct the total from the amount the District Court has collected on behalf of the City the previous month and forward the balance to the City.

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V. INDIGENT DEFENSE COSTS NOT INCLUDED

For criminal actions, the cost of providing services necessary for the preparation and presentation of a defense at public expense is not included in the filing fee and shall , after being authorized by the District Court Judge, will be provided and paid for by the City. This section shall not be construed to limit or abridge the City's right to contract with any attorney of the City's choice to provide indigent criminal defense in those criminal actions filed by the City.

VI. TERMINATION

Termination of contracts between cities and counties for provision of judicial services is governed by statute and the parties will adhere to the statutory scheme as presently enacted or may be amended during the course of this agreement.

VII. ENTIRE AGREEMENT

This document represents the entire agreement of the parties, no verbal or written conditions not included in this agreement are valid.

VIII. DISPUTES

In the event the parties have a dispute regarding this agreement, the Mayor or Chairman of the Board of County Commissioners will consult informally with the other party in an attempt to resolve the dispute. If the dispute cannot be resolved informally, the parties will set forth their positions in writing and engage in mediation with the District Court Judge. If that fails, the parties may seek judicial remedy.

IX. MODIFICATION

The parties may agree in writing at any time to modify the agreement. If agreement can't be reached either party may seek the mediation of the District Court Judge or judicial remedy.

IN WITNESS WHEREOF, the parties, as duly elected officers, have affixed their signatures to this document this 29th day of October, 2015.

COUNTY OF Clarkston

James K. Jeffords
JAMES JEFFORDS, Chair

Brian Shinn
BRIAN SHINN, Member

Jim Fuller
JIM FULLER, Member

ATTEST:

Vivian Bly
VIVIAN BLY, Clerk of the Board
DATE: November 2, 2015

APPROVED AS TO FORM;

BENJAMIN C. NICHOLS,
PROSECUTING ATTORNEY
BY:

Jane Bremner Risley
JANE BREMNER RISLEY, DEPUTY

CITY OF Clarkston

Kathleen Warren
KATHLEEN WARREN, Mayor

ATTEST:

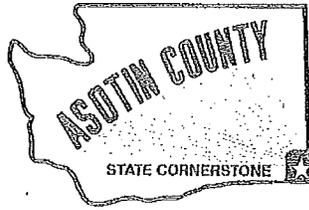
Vickie Story
VICKIE STORY, City Clerk
DATE: 10/29/15

APPROVED AS TO FORM:

CITY ATTORNEY

BRIAN SHINN
COMMISSIONER, FIRST DISTRICT

JIM JEFFORDS
COMMISSIONER, THIRD DISTRICT



JIM FULLER
COMMISSIONER, SECOND DISTRICT

VIVIAN BLY
CLERK OF THE BOARD/BENEFITS

P.O. BOX 250
ASOTIN, WASHINGTON 99402-0250
PHONE (509) 243-2060
FAX (509) 243-2005

November 2, 2015

Kathleen Warren, Mayor
City of Clarkston
829 5th Street
Clarkston WA 99403

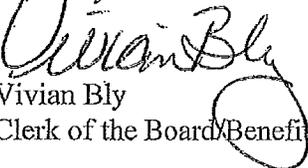
re: District Court Contract

Dear Mayor Warren:

Please find enclosed an original signed copy of the Interlocal Agreement between the City of Clarkston and Asotin County for the County to provide Municipal Court Services.

Should you have any questions, please do not hesitate to contact one of the County Commissioners.

Sincerely


Vivian Bly
Clerk of the Board/Benefits

/vb
Enclosure