INTERLOCAL AGREEMENT FOR PROVISION OF MUNICIPAL COURT, PROSECUTION, AND WORK CREW SERVICES

THIS AGREEMENT is made on the date below signed, by and between the CITY OF BATTLE GROUND, a municipal corporation, and the CITY OF LA CENTER, a municipal corporation, both existing under the laws of the State of Washington;

RECITALS

A. **Court System:** The CITY OF BATTLE GROUND currently operates a municipal court under the provision of Chapter 3.50 of the Revised Code of the State of Washington.

B. **Use of Services:** The CITY OF LA CENTER is desirous of utilizing the municipal court of the CITY OF BATTLE GROUND for traffic infractions, misdemeanor offenses and the enforcement of ordinances, and designating it as a CITY OF LA CENTER Municipal Court.

C. **Interlocal Agreement:** RCW 39.34.080 provides that public agencies may contract with any one or more other public agency to perform any governmental service activity undertaking, which each public agency entering into the contract is authorized by law to perform. Both the CITY OF BATTLE GROUND and the CITY OF LA CENTER are authorized to operate municipal departments under Chapter 3.50 of the RCW.

D. **Rationale:** The CITY OF LA CENTER currently has its ordinances prosecuted and violations processed through the CITY OF BATTLE GROUND Municipal Court and desires to continue that relationship because the CITY OF BATTLE GROUND is geographically close and will enable the CITY OF LA CENTER to maintain a closer contact with its court system and the CITY OF LA CENTER has been satisfied to date. This Agreement is a continuation of the existing relationship and contains certain amendments thereto.

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Services Provided:** Effective January 1, 2022, through December 31, 2022, the CITY OF BATTLE GROUND will provide all courtroom services sufficient to process all traffic infractions arising under city ordinances and exclusive original jurisdiction for all misdemeanors resulting from violations of City ordinances of the CITY OF LA CENTER as provided in RCW 3.50.020. Services provided by Battle Ground will include the provision of courtroom space, court clerk, municipal judge, court records, fund disbursement and accounting, clerking of jury and non-jury trials, work crew, arrangement of public defender services, interpreters, investigators and expert witnesses, prosecution services, transport of defendant's to jail from Battle Ground court if taken into custody during hearing, and such other matters that may be incidental to providing court facilities. The conduct of jury trials will be as hereinafter provided. CITY OF LA CENTER agrees to appoint a municipal judge as provided in Section 8 of this Agreement.

2. **Charges:** The CITY OF BATTLE GROUND will provide the foregoing services for an annual fee of $127,735 based on the CITY OF LA CENTER'S pro-rata share of the projected 2022 municipal court operating costs and costs for work crew and enforcement. The CITY OF LA CENTER agrees to pay said sum in equal monthly installments of $10,644.58 for the calendar year of 2022, as shown on Exhibit A. This fee is intended to cover the CITY OF LA CENTER'S actual operating costs as determined by using a 3-year rolling average of trued up costs.

3. **Staffing:** The CITY OF BATTLE GROUND will be responsible for the provision of adequate staffing for all services to be provided herein. Should the CITY OF BATTLE GROUND feel the need to reduce or increase staffing levels, the CITY OF LA CENTER will be notified of the change and an appropriate adjustment will be made to the CITY OF LA CENTER'S annual fee based upon the CITY OF LA CENTER'S pro-rata share of the adjusted operating costs.

4. **Jury Trials and Appeals:** For jury trials, the CITY OF BATTLE GROUND will assess no additional fee for court services; however, the CITY OF LA CENTER will pay any actual jury and/or witness costs in addition to prosecution costs for motions, pretrial preparation, trial, and any appeals filed at the fully loaded rate for prosecution services.

5. **Indigent Defense:** Public Defenders will be contracted with by the CITY OF BATTLE GROUND and the CITY OF BATTLE GROUND will bill the CITY OF LA CENTER for the actual defense expenses as described in Exhibit A. A copy of the attorney's invoice will be provided.

6. **Warrants:** At the request of the CITY OF LA CENTER, or on its own motion, the Municipal Court of the CITY OF BATTLE GROUND shall issue warrants and maintain warrant files. The CITY OF BATTLE GROUND shall charge an administrative fee for each warrant issued as per Exhibit A. The CITY OF LA CENTER Police Department shall be notified by phone as soon as possible after the issuance of a warrant by the CITY OF BATTLE GROUND Police Department or court clerk.

7. **Citations:** The CITY OF LA CENTER shall provide citations used to summon defendants to court, and the CITY OF LA CENTER shall deliver said citations to the CITY OF BATTLE GROUND Municipal Court within 48 hours of issuance, excepting court holidays.

8. **Municipal Judge:** Pursuant to RCW 3.50.040, the Mayor of the CITY OF LA CENTER will designate as its Municipal Court Judge and Judge Pro-Tem those individuals recommended by the CITY OF BATTLE GROUND as Municipal Court Judges in the City of Battle Ground Municipal Court.

9. **Jail:** The Municipal Judge shall assign the CITY OF LA CENTER's inmates to any jail as per Exhibit "A" and the CITY OF LA CENTER shall pay said jail fees as outlined in Section 11.

10. **Work Crew:** Battle Ground Municipal Court has the ability to designate work crew services as an alternative through the CITY OF BATTLE GROUND. Defendants of the CITY OF LA CENTER may also be eligible for work crew in lieu of jail.

11. **Miscellaneous Pass-Through Costs:** As the CITY OF BATTLE GROUND receives billings from other agencies for miscellaneous costs that incurred in the prosecution of violations on the CITY OF LA CENTER'S behalf; the CITY OF BATTLE GROUND will bill the CITY OF LA CENTER for said costs. The CITY OF LA CENTER shall pay its own miscellaneous costs which include, but are not limited to, the following:

a. Interpreter for non-English speaking and/or deaf defendants.
b. Investigators and Expert Witnesses.
c. District Court Pre-trial Hearings.
d. Indigent Defense.
e. Incarceration.

12. **Accounting:** The court clerk of the CITY OF BATTLE GROUND will provide monthly accounting to the CITY OF LA CENTER and said accounting shall include billings by citation number not defendant name. The court clerk shall collect all fees, fines, forfeitures and other monies imposed by the municipal court for any violations prosecuted on behalf of the CITY OF LA CENTER which shall be detailed on the revenue worksheet and disbursed monthly to

the CITY OF LA CENTER. The CITY OF BATTLE GROUND shall be responsible for deducting any monies required to be submitted to the State of Washington and will account for same.

13. **Ordinances:** The CITY OF LA CENTER shall provide a copy of the CITY OF LA CENTER municipal code or copies of all ordinances on or before their effective date to the CITY OF BATTLE GROUND Municipal Court.

14. **Termination:** Either party may terminate this Agreement by giving ninety days' written notice prior to the end of the agreement, which notice shall be effective January 1 of the following calendar year. If, for any reason, the CITY OF BATTLE GROUND Municipal Court is terminated, this Agreement shall become null and void.

15. **Option to Renew:** This Interlocal Agreement shall be effective from January 1, 2022 through December 31, 2022. Unless otherwise terminated as provided in Section 14 herein, this Interlocal Agreement shall automatically renew annually for an additional five (5) years with the CITY OF LA CENTER'S annual fee as provided in Section 2 herein to be adjusted annually to reflect the CITY OF LA CENTER'S pro-rata share of operating costs based upon the CITY OF LA CENTER'S actual operating costs as determined by using a 3-year rolling average of trued up costs. Battle Ground will provide to the CITY OF LA CENTER the annual fee with an itemized budget for each subsequent year by August 1 of each renewal period.

16. **Organization:** No separate legal or administrative entity is created by this Agreement and this Agreement does not affect the organization of the Parties. This Agreement is not intended to create, and should not be construed as creating, a relationship of principal and agent, or master and servant, between Battle Ground and La Center, their elected officials, employees or agents. No agent, employee, representative or subcontractor of Battle Ground shall be deemed an employee, agent, representative or subcontractor of La Center by virtue of this Agreement.

17. **Hold Harmless/Indemnification:** To the extent authorized by law, the City of Battle Ground and the City of La Center shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to the other party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of the City of Battle Ground and the City of La Center, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of their respective allocations of negligence, and provided further, that nothing herein shall require the City of Battle Ground or the City of La Center to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers,

contractors or agents. The terms of this section shall survive the termination of this Agreement.

18. **Choice of Law, Dispute Resolution, Venue, and Attorney's Fees**: This Agreement shall be construed according to the laws of the State of Washington. In the event any dispute arises regarding the performance or interpretation of this Agreement that cannot be resolved by the City Managers of each respective city, then either party may request mediation of the dispute, with costs to be equally shared by the Parties. In the event the non-requesting jurisdiction does not agree to participation in mediation, or in the event neither party agrees to participate in mediation, venue for the legal dispute shall be the Superior Court of Clark County, with costs, including reasonable attorney's fees, to be awarded to the prevailing party.

19. **Notice**: Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

a). If to Battle Ground: City of Battle Ground
Attention: City Manager
109 S.W. 1st Street
Battle Ground, WA 98604

b). If to La Center: City of La Center
Attention: Manager of Administrative Services
214 E 4th St
La Center, WA 98629

The name and address to which notices shall be directed may be changed by a party by giving the other parties notice of such change as provided in this section.

20. **Compliance with Law**: The Parties agree that, in connection with their activities under this Agreement, they shall comply with all applicable federal, state and local laws and regulations.

21. **Waiver:** No waiver by any Party of any breach, term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

22. **Amendment**: The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each party, and executed by the duly authorized official of each Party.

23. **Severability**: If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

24. Entire Agreement: This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary, except as specifically described herein.

25. Assignment: Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.

MADE AND APPROVED the day and year signed below.

CITY OF BATTLE GROUND

DATED: 11/17/21

By: _____
Erin Erdman, City Manager

Approved as to form:

_____
Christine Hayes, City Attorney

Attest: _____
Kay Kammer, City Clerk

CITY OF LA CENTER

DATED: 11-17-2021

By: _____
Greg Thornton, Mayor

Approved as to form:

_____
City Attorney

Attest: _____
Maria Swinger-Inskeep
Manager of Administrative Services

EXHIBIT "A"

2022 Fee Schedule

BATTLE GROUND MUNCIPAL COURT FEES:
Annual Operating Cost $127,735 (to be billed in monthly installments): **$ 10,644.58**

Warrant Fees: **$25 per warrant issued**

Extraordinary prosecution costs including trial preparation, trials, and appeals: Fully loaded rate of prosecution services at the time extra hours are devoted to the case.

PASS-THROUGH FEES:
The following actual fees will be billed to LA CENTER:

Incarceration:	**Actual Fees will be charged as assessed by the jail where defendant served time.**
Indigent Defense:	**Public Defender, Interpreter for non-English speaking and deaf defendants, Expert Witness and Investigator.**
District Court Pre-trial Hearings:	**Actual fees will be charged as assessed by Clark County.**