INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY, WASHINGTON, AND THE CITY OF BATTLE GROUND, WASHINGTON, FOR THE PROVISION OF PROSECUTION SERVICES, DATED AS OF JULY 1, 2026

THIS AGREEMENT is made and entered into by and between Clark County, a governmental subdivision of the State of Washington (the "County"), and the City of Battle Ground, a municipal corporation of the State of Washington (the "City"). The City and the County may be each referred to as a "Party" and collectively referred to as "the Parties" to this Agreement.

RECITALS

Whereas, RCW 39.34.180 provides that each city is responsible for the prosecution of misdemeanor and gross misdemeanor offenses committed by adults in its jurisdiction and referred from its law enforcement agency, whether filed under state law or city ordinance, and may elect to carry out this responsibility by entering into an interlocal agreement to provide this service; and

Whereas, CrR 3.2.1 provides that persons arrested without a warrant and held in custody are entitled to have a neutral magistrate determine within 48 hours after arrest whether probable cause exists to continue to hold such persons, with the result that weekend probable cause hearings must be held Friday afternoons and Sundays, and sometimes on other days during holiday weeks; and

Whereas, the most efficient way to prosecute probable cause hearings for the mutual benefit of the City, the County, and the Court is to centralize and consolidate prosecution of city cases at those hearings; and

Whereas, the Clark County Prosecuting Attorney's Office (the "Prosecutor's Office") has provided prosecution services for weekend probable cause hearings since 2001 to the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal pursuant to statute and an interlocal agreement with each of those cities that set a total annual compensation to the Prosecutor's Office for these services from all of these cities together of $13,000, or $250 a week, divided among the cities based upon their relative populations; and

Whereas, the terms of the interlocal agreement between the City and the County have not been revised since 2001; and

Whereas, the work required of a Deputy Prosecuting Attorney to provide services for one weekend's probable cause hearings is estimated at approximately six hours, for which the County must compensate the Deputy Prosecuting Attorney; and

Whereas, the Parties now desire to revise and update the terms of their interlocal agreement regarding prosecution services for weekend probable cause hearings to more accurately reflect

conditions in the current year, including changes in population, the effects of inflation, and fair current compensation for attorneys working on weekends and holidays; and

Whereas, more reasonable total annual compensation from all the cities for weekend and holiday probable cause prosecution services would be $65,000, or $1,250 a week; and

Whereas, the Clark County Council and the Battle Ground City Council have determined that it is in the interest of the public health, safety, and welfare to enter into this Agreement.

Now, therefore, in consideration of the terms, conditions, and covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

Section 1 – Adoption of Recitals. The foregoing recitals are hereby agreed up, ratified, and confirmed as being true and correct, and they are hereby made part of this Agreement.

Section 2 – Purpose of Agreement.

2.1 Purpose. The purpose of this Agreement is to set forth the terms pursuant to which the Prosecutor will represent the City in probable cause hearings before Clark County District Court that occur on Friday afternoons, Sundays, and sometimes other days of the week during holiday weeks.

2.2 Mutual intent. The Parties mutually intend and agree that implementation of the City's obligation to prosecute misdemeanors and gross misdemeanors over the weekends is most efficiently performed by the Prosecutor's Office in exchange for fair compensation and other consideration from the City as set forth below.

Section 3. – Duration of Agreement.

3.2 Effective date. The effective date of this Agreement is July 1, 2026, provided that it is filed with the Clark County Auditor by that date, or if the filing date is later, on that date.

3.3 Expiration. The duration of the Agreement is until July 1, 2031, on which date it expires.

3.4 Negotiated extensions. Except as provided by RCW 39.34.180(3), this Agreement does not automatically renew. The Parties agree to negotiate updated and appropriate terms to extend the Agreement prior to January 31, 2031, and every five years following an extension.

3.5 Arbitration; notice. If the Parties cannot agree on the levels of compensation for prosecution services when negotiating an update and extension of this Agreement, either party may invoke binding arbitration pursuant to RCW 39.34.180(3) by issuing notice to the other Party at least 120 days prior to the Agreement's expiration.

3.6 Termination. Except as provided by Section 3.4, Section 3.5, and RCW 39.34.180(3), either Party may terminate this Agreement for any reason or no reason by giving six months' written notice to the other Party.

Section 4 – Duties of the Prosecutor's Office.

4.1 Probable cause hearings. The Prosecutor's Office shall provide Deputy Prosecuting Attorneys to represent the City and the other cities in the County at probable cause determination hearings scheduled on Friday afternoons, Sundays, and other days of the week as required for compliance with CrR 3.2.1 during holiday weeks.

4.2 Declaration of probable cause. The Deputy Prosecuting Attorney representing the City at such a hearing shall present to the Court the declaration of probable cause to arrest the defendant authored by the arresting law enforcement officer. If the Deputy Prosecuting Attorney determines that the declaration of probable cause is insufficient, the Deputy Prosecuting Attorney shall, prior to submitting the probable cause statement to the magistrate, make reasonable efforts to contact the law enforcement agency that authored the declaration to request a supplemental statement of probable cause. If the Deputy Prosecuting Attorney does not receive a supplemental statement from that law enforcement agency before probable cause statements are due, the case will be exonerated, and the defendant will be released on that case.

Section 5 – Compensation for Prosecution Services.

5.1 Quarterly fee. As compensation for the services provided to the City by the Prosecutor's Office, each quarter the City shall pay the Prosecutor's Office its proportionate percentage share of $16,250 (one-quarter of $65,000), as set forth in Sections 5.2 and 5.3.

5.2 Proportionate payment. The City shall pay the Prosecutor's Office the percentage portion of the total quarterly fee of $16,250 that is equal to the portion that its population bears to the total populations of the following incorporated cities in Clark County: Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal. The Parties agree that those percentages are as follows:

County	Jurisdiction	2020 Population Census	2021 Population Estimate[1]	2022 Population Estimate	2023 Population Estimate	2024 Population Estimate	2025 Population Estimate	Percent %	$ / Week	$ / Quarter	$ / Year
Clark	Clark County	503,311	513,100	520,900	527,400	536,300	542,400				
Clark	Unincorporated Clark County	233,048	236,200	237,650	240,155	243,830	245,750				
Clark	Incorporated Clark County	270,263	276,900	283,250	287,245	292,470	296,650	294,780			
Clark	Battle Ground	20,743	21,160	21,780	21,910	22,470	22,790	7.73%	$ 96.64	$ 1,256.32	$ 5,025.27
Clark	Camas	26,065	26,870	27,250	27,420	27,660	27,970	9.49%	$ 118.61	$ 1,541.87	$ 6,167.48
Clark	La Center	3,424	3,605	3,835	3,890	4,045	4,270	1.45%	$ 18.11	$ 235.39	$ 941.55
Clark	Ridgefield	10,325	11,910	13,640	15,180	15,790	16,290	5.53%	$ 69.08	$ 898.00	$ 3,592.00
Clark	Vancouver	190,915	194,400	197,600	199,600	202,600	205,100	69.58%	$ 869.72	$ 11,306.31	$ 45,225.25
Clark	Washougal	17,039	17,200	17,390	17,490	18,150	18,360	6.23%	$ 77.85	$ 1,012.11	$ 4,048.44
Clark	Woodland (part)	84	85	85	85	85	85				
Clark	Yacolt	1,668	1,670	1,670	1,670	1,670	1,785				
							TOTAL	100.00%	$1,250	$ 16,250.00	$ 65,000.00

Attached and incorporated by reference as EXHIBIT A is the 2025 Washington State Office of Financial Services estimated population totals for Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal.

5.3 Payment dates. For services rendered pursuant to this Agreement, the County shall bill the City quarterly, and the City shall remit its quarterly payment to the County according to the percentage shown in the table above, within 30 days of receipt of the quarterly bill.

5.4 Billings. Billings and payments shall be either emailed, or mailed by first-class mail if appropriate, postage prepaid, to the addresses set forth as follows:

a. If to the City:

Attn: Meagan Lowery, Finance Director, Accounts Payable
Mailing address: 109 SW 1st Street, Suite 217
Battle Ground, WA 98604-2818
Phone: (360) 342-5025
Email: AccountsPayable@cityofbg.org

b. If to the County:

Clark County
Attn: Dave Ratliff, Payroll and Accounts Receivable Manager
1300 Franklin St. Suite 575
Vancouver, WA 98660
564-397-4693
dave.ratliff@clark.wa.gov

Section 6 – Administration of Agreement.

6.1 No new entity. No separate legal or administrative entity exists or will be created to administer the provisions of this Agreement.

6.2 Representatives of the Parties. The Parties agree that their representatives responsible for administering the terms of this Agreement are as follows:

a. **For the City:** The City Manager, or the City Manager's designee.
b. **For the County:** The Clark County Prosecuting Attorney or the Prosecuting Attorney's designee.

6.3 Notices: All notices shall be in writing and deemed received on the day the notice is personally served or emailed, or three (3) days after the date the notice is mailed by first-class mail. Either Party may change the name and address to which notices shall be directed by giving the other Party notice of the change as provided in this Section.

a. **Notice to the City:**
Kristina Swanson, City Manager
Mailing address: 109 SW 1st Street
Suite 221
Battle Ground, WA 98604-2818
Phone: (360) 342-5005
Email: Kris.Swanson@cityofbg.org

b. **Notice to the County:**
Tony Golik, Clark County Prosecuting Attorney
Mailing address 1013 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
Phone(564) 397-2261
Email tony.golik@clark.wa.gov

With a copy to:
Gayle Hutton, Prosecuting Attorney's Administrator
Mailing address 1013 Franklin Street
PO Box 5000
Vancouver, WA 98666-5000
Phone (564) 397-2261
Email gayle.hutton@clark.wa.gov

Section 7 – Property. Any real or personal property acquired, held, or used to effectuate this Agreement shall become the sole property of the Party that provided the property, and the Party that owns the property may dispose of it according to that Party's lawfully exercised discretion.

Section 8 – Budget. No joint fund will be established, and no joint budget will be prepared, to carry out this Agreement. Each Party shall be responsible for budgeting its own projected and actual financial impacts from the activities described in this Agreement.

Section 9 – Indemnification and Defense. To the maximum extent permitted by law, the City shall defend, indemnify and hold harmless the County, its officers, officials, employees, and agents, or any of them, from any and all claims, injuries, actions, liabilities, suits, damages, losses, fees, expenses, and costs of any nature whatsoever, including attorney fees and costs on appeal, resulting from or arising out of duties performed pursuant to this Agreement, except where the County is the sole cause of negligence and any resulting damages thereof. The foregoing indemnification obligations of the City are a material inducement to the County to enter into this Agreement, are reflected in the consideration afforded to each Party hereunder, and have been mutually negotiated by the Parties. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of City's indemnity obligations under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 10 – Miscellaneous Provisions.

10.1 Further cooperation. The Parties shall cooperate in good faith and execute such documents as reasonably necessary and take all additional actions which are reasonably necessary and appropriate to give full force and effect to the provisions and intent of this Agreement.

10.2 Entire agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior agreements relating to the subject matter hereof.

10.3 Amendments. This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties subsequent to the date hereof.

10.4 Assignment. No party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other party.

10.5 Ratification. Acts taken in conformity with this Agreement prior to its execution or filing with the County Auditor are hereby ratified and affirmed by the Parties.

10.6 Governing law and venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in the Clark County Superior Court.

10.7 Waiver. Waiver by any party of the right to strict performance of any provision of this Agreement or of any breach of this Agreement shall not constitute a waiver of any other provision or breach.

10.8 No employment relationship created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between one Party and any employee, agent, representative or contractor of the other Party.

10.9 No rights conveyed to others. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and that it conveys no right to any other person or entity. There are no indirect or third-party beneficiaries to this Agreement. The Parties do not intend by this Agreement to assume contractual obligations to any person or entity other than the Parties named in this Agreement.

10.10 Section headings. Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.

10.11 Severability. In the event any term or condition of this Agreement or the application thereof to any Party, person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

10.12 Drafting. The Parties have mutually and fully negotiated the provisions of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which Party drafted a particular provision.

IN WITNESS WHEREOF, the City of Battle Ground and Clark County have executed this Agreement on the dates indicated below.

EXECUTED on this _____day of ____, 2026.

CITY OF BATTLE GROUND, WASHINGTON

Attest:

By: Elizabeth Halili
Elizabeth Halili, City Clerk

By: Kristina Swanson
Kristina Swanson, City Manager

Approved as to Form Only:

By: Kirk Ehlis
Kirk Ehlis (Jun 4, 2026 08:15:24 PDT)
City Attorney

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

_____
Clerk to the Council

By:_____
Sue Marshall, Chair

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By:_____
Glen Yung, Councilor

By: _____
Katie L. Jolma
Deputy Prosecuting Attorney

By:_____
Michelle Belkot, Councilor

By:_____
Wil Fuentes, Councilor

By:_____
Matt Little, Councilor

EXHIBIT A

Attached as Excel Sheet – 2025 Washington State Office of Financial Services Estimated Population for Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal with Percentages and Cost Shares.

07 2026 - 07 2031 ILA with Clark County for the Provision of Prosecution Services

Final Audit Report 2026-06-04

Created:	2026-06-04
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