

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

Approving an Interlocal Agreement between Lewis County
and City of Vader regarding District Court services.

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}
} **RESOLUTION NO. 19- 160**
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WHEREAS, RCW 39.34.080 and RCW 3.50.815 authorizes public agencies to perform governmental services, activities, or undertakings which each public agency entering into the contract is authorized by law to perform, provided such contract shall be authorized by the governing body of each party to the contract; and


WHEREAS, the City of Vader has a need to have court services in the Lewis 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 currently having jurisdiction and venue in the Vader municipal court, but wishes to avoid maintaining and a municipal court;

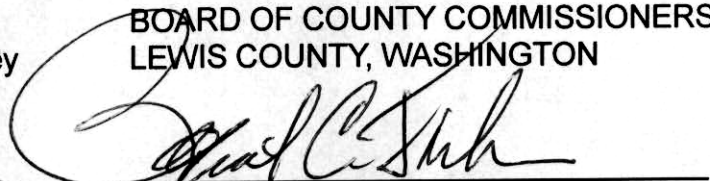
NOW THEREFORE BE IT RESOLVED, that the BOCC has determined proceeding with the interlocal agreement between Lewis County and City of Vader is in the best public interest and is hereby approved, and the BOCC is authorized to sign the same.

DONE IN REGULAR SESSION this 10th day of June 2019.

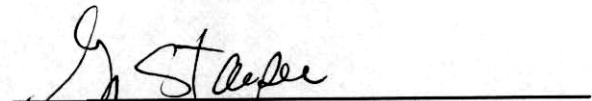
APPROVED AS TO FORM:
Jonathan L. Meyer, Prosecuting Attorney

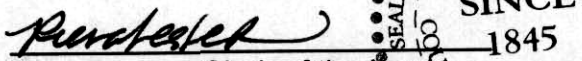
BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

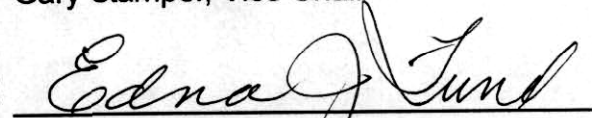

By: Deputy Prosecuting Attorney


Robert C. Jackson, Chair

ATTEST:


Gary Stamper, Vice Chair


Rieva Lester, Clerk of the Lewis
County Board of County Commissioners


Edna J. Fund, Commissioner



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

THIS AGREEMENT, made and executed this 10th day of June, 2019, 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.
- 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. District Court shall assign the public defender and the County agrees to be responsible for the costs thereof.

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.
- 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. 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.

7. 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.

8. 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.

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

DATED this 10th day of June, 2019.

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY

CITY OF VADER

Edna Fund

Edna Fund, Commissioner

Lois M. Wilson

Lois Wilson, Mayor

Bobby Jackson

Bobby Jackson, Commissioner

Gary Stamer

Gary Stamer, Commissioner

APPROVED AS TO FORM

APPROVED AS TO FORM

Jonathan Meyer

Jonathan Meyer
County Prosecuting Attorney

Jennifer S. Robertson

Jennifer S. Robertson
Vader City Attorney

ATTEST

ATTEST

Riviera Lester

Name: Riviera Lester
Lewis County Auditor's Office

Commissioner

Jill Nielson

Jill Nielson
Vader City Clerk/Treasurer



RESOLUTION NO. 12-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH LEWIS COUNTY FOR THE DISTRICT COURT SERVICES.

WHEREAS, in accordance with Chapter 39.34 RCW, the “Interlocal Cooperation Act”, the City is authorized to contract with other governmental agencies to provide services that the City is authorized to perform; and

WHEREAS, Lewis County operates a district court that has adequate capacity to handle Vader cases; and

WHEREAS, the City of Vader recently entered negotiations with Lewis County for the purpose of entering into an Interlocal Agreement with Lewis County for District court services; and

WHEREAS, the County and the City have reached an agreement consistent with RCW 3.50.805 under which the County will be fairly compensated for the costs of court services; and

WHEREAS, the District Court services under the Lewis County Interlocal will commence on July 1, 2019; and

WHEREAS, the Council deems it in the best interests of the public to authorize the Mayor to execute the Interlocal Agreement with Lewis County for District Court services; and

WHEREAS, on June 27, 2019, the City Council adopted this Resolution during its regular meeting; **NOW, THEREFORE**

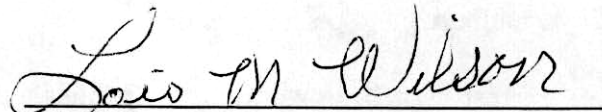
THE CITY COUNCIL OF THE CITY OF VADER, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Authorization of Agreement. The Mayor is hereby authorized to execute the Interlocal Agreement for District Court Services between the City of Vader and Lewis County in substantially the form attached hereto as Exhibit "1".

Section 2. Posting on Website Required. The Clerk is directed to post a copy of this Agreement, once fully executed, on the City's website.

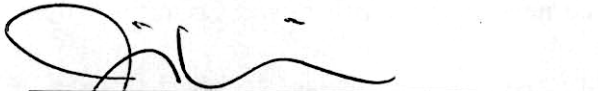
RESOLVED this 27 day of June, 2019.

APPROVED:



Lois Wilson, Mayor

ATTEST/AUTHENTICATED:



Jill Nielson, City Clerk

PASSED BY THE CITY COUNCIL: 6-27-19
RESOLUTION NO.: 12-2019