

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
MCCLEARY AND GRAYS HARBOR COUNTY FOR THE
PROVISION OF DISTRICT COURT SERVICES**

THIS AGREEMENT made by and between Grays Harbor County, a political subdivision of the State of Washington, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, hereinafter referred to as the "COUNTY" and the CITY OF MCCLEARY, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY," for the provision of court services to the CITY by the Grays Harbor County District Court.

RECITALS:

WHEREAS, the CITY intends to terminate its municipal court and desires to utilize the services of the COUNTY's District Court to adjudicate, process and sentence those adults committing misdemeanors and gross misdemeanors, juvenile traffic violations subject to jurisdiction, those committing civil infractions including municipal code violations of the CITY's ordinances; and

WHEREAS, the parties desire to enter into an agreement defining their rights, duties and liabilities relating to the utilization of the COUNTY's District Court to hear cases on violations of the CITY ordinances; and

WHEREAS, the purpose of this Agreement is to provide the CITY with court services for the adjudication and sentencing services for violations of CITY ordinances and establish a basis for identifying costs, revenues, fines, fees and responsibilities of both parties hereto; and

NOW, THEREFORE,

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the CITY and the COUNTY hereby agree as follows:

1. SERVICES.

The COUNTY agrees to furnish its facilities and personnel for adjudicating, processing and sentencing those adults committing misdemeanors and gross misdemeanors, juvenile traffic violations otherwise subject to court jurisdiction, and those committing civil infractions including municipal code violations in the City of McCleary referred for prosecution by the McCleary Police Department in the same manner and to the same extent as the COUNTY furnishes facilities and personnel for adjudicating, processing and sentencing those adults committing misdemeanors and gross misdemeanors, juvenile traffic violations otherwise subject to court jurisdiction, and those committing civil infractions not referred by the McCleary Police Department. The COUNTY is not responsible for providing public defender, prosecutor, nor interpreter services, should a court with jurisdiction rule that respondents to violations of CITY ordinances and other matters conferred by statute, are entitled to same.

The COUNTY will provide at its location and facilities in Montesano, Washington, judicial services for the CITY, on a monthly frequency determined in the Grays Harbor County District Court at a time and on day(s) convenient to the District Court judges.

The CITY will provide public defender, prosecutor, and interpreter services as required for all cases filed in the District Court pursuant to this Agreement. The CITY shall authorize the

COUNTY to process, adjudicate and sentence all cases referred to the District Court by the CITY for prosecution on the CITY's behalf, including municipal code violations.

The parties acknowledge that there is a separate contract between the CITY and the COUNTY with regards to incarceration services and this Agreement shall have no impact upon said contract.

2. FACILITIES.

The COUNTY will provide all personnel necessary for a properly functioning Court, except insofar as the CITY will provide a prosecutor, public defender, and interpreter as may be required.

3. PAYMENT.

The CITY covenants and agrees to make payment to the COUNTY for the provision of court services provided under the terms of this Agreement as follows:

- a. The CITY shall pay the COUNTY \$25.00 per filed infraction and civil violation case and \$200.00 per filed criminal case for services hereunder. All warrant fees shall be retained by the COUNTY. Any case calendared after date of effectiveness of this Agreement without a disposition or due to a warrant being served will be billed as a new case filing. The CITY shall pay all jury fees and witness fees as incurred for each case.
- b. Payments shall be due quarterly.
- c. The CITY shall remit payment within thirty (30) days after receipt of the billing from the COUNTY. Said payment shall be directed to Grays Harbor County District Court, to the attention of the Court Administrator.

4. GENERAL PROVISIONS.

- a. This agreement 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 COUNTY for any purpose and no employee of COUNTY or of the District Court shall be deemed an employee of the CITY.
- c. Each party to this Agreement shall act in good faith and shall aid and assist the other in accomplishing the objective of this Agreement.
- d. This Agreement, upon execution by all parties, supersedes all prior contracts and agreements (oral or written) for Municipal Court services between the CITY and the COUNTY.

- e. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original shall be delivered to each party upon that party's execution of a counterpart original.
- f. The COUNTY shall use a separate jurisdiction code to track the cases filed in the District Court referred by the McCleary Police Department, and shall provide such information to the CITY on an annual basis.
- g. The CITY shall retain any and all relevant fines and fees collected by the court from City Misdemeanants.

5. **MODIFICATION.**

No change or additions to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, signed by both parties. If modification to this agreement as to the levels of compensation for court services is sought by a party but cannot be reached between the CITY and COUNTY, then the provisions of RCW 39.34.180 (3) will apply.

6. **TERM.**

This Agreement shall become effective commencing the 1st day of January, 2015, and shall continue in effect through the 31st day of December, 2019. This agreement will continue in force for subsequent years on the terms specified herein unless a party gives the other party written notice to either terminate the agreement in accordance with RCW 3.50.810, as now existing or hereafter amended or succeeded.

7. **NOTICE.**

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the COUNTY at:

Grays Harbor County District Court
Court Administrator
102 W. Broadway, Room 202
Montesano, WA 98563

Or to the CITY, at:

City of McCleary
100 S. 3rd Street
McCleary, WA 98557-9652

Or at such other address as either party may designate to the other in writing from time to time. All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

8. **TERMINATION.**

Notice of termination shall comply with the requirements of RCW 3.50.810:

- a. CITY: The CITY must provide written notice of its intent to terminate this Agreement to the COUNTY not less than one year prior to February 1st of the year in which all district court judges are subject to election. If the CITY desires to terminate this Agreement for court services to be provided by the District Court it may terminate the agreement only at the end of a four-year District Court judicial term.
- b. COUNTY: The COUNTY may terminate this Agreement by providing the CITY written notice at least one (1) year prior to the date of the intended termination.
- c. Termination of this Agreement shall not affect any case, proceeding, appeal or other matter pending in the District Court, or in any way modifies any right or liability, civil or criminal, which may be in existence on the effective date of termination by either the CITY or the COUNTY.

9. **APPLICABLE LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. **INVALIDITY.**

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

EXECUTED this 3rd day of November, 2014, for Grays Harbor County:

**BOARD OF COUNTY COMMISSIONERS
GRAYS HARBOR COUNTY, WASHINGTON**



Frank Gordon, Chair

Attest:



Donna McCallum
Clerk of the Board



Wes Cormier, Member



Herb Welch, Member

DISTRICT COURT JUDGE



Honorable Thomas Copland

EXECUTED this 30th day of October, 2014, for the CITY OF MCCLEARY

CITY OF MCCLEARY


D. Gary Dent, Mayor



