

INTERLOCAL AGREEMENT FOR COURT RELATED SERVICES BETWEEN KITTITAS COUNTY AND THE CITY OF ROSLYN

WHEREAS, the City of Roslyn ("City") has established a municipal court under the provisions of RCW 3.50; and

WHEREAS, RCW 39.34.180 provides that each city is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or city ordinance; this statute further provides that each city must carry out these responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services; and

WHEREAS, the City and Kittitas County ("County") have previously entered into an interlocal agreement related to compensation for incarceration cost of City prisoners; and

WHEREAS, the City desires to continue to be directly responsible for providing prosecution and city attorney functions related to city criminal and civil matters; and

WHEREAS, the City desires to continue with the operation of its own municipal court and contract with the County for the provision of limited services related to the operation of the City municipal court using County facilities and personnel; and

WHEREAS, the County currently has an operational court facility in the City of Cle Elum that is adequate in size and staffing to provide court facilities, staffing and services to the City.

NOW THEREFORE, this Agreement is entered into between the County and the City in consideration of the mutual benefits to be derived and the terms and conditions set forth below:

1. *Services Provided by County related to the operation of the City Municipal Court.* The County shall provide to the City: 1) the use of the Kittitas County Upper District Court facilities for municipal court use during normal court hours; 2) bailiff and court staff necessary to process all criminal and civil citations filed in the municipal court; 3) administrative staff; 4) supplies, equipment, and materials; 5) probation services; and 6) administration services over this agreement.
2. *Municipal Court Functions Provided by City.* The City shall operate its municipal court in the Kittitas County Upper District Court facilities and shall be directly responsible for the provision and payment of the following: a municipal court judge, court commissioner, judge pro tempore, prosecutor, court-appointed attorneys, interpreters and all jury and witness fees for the City's municipal cases.
3. *Compensation.* The City agrees to pay to the County \$ 447.08 per month for the provision of services described in paragraph 1. Payment shall be due on or before the 5th day of each month commencing on January 5, 2012. Any City owned equipment, materials, or supplies in the Upper District Court facility (including but not limited to computers, file cabinets, paper, file folders, etc.) shall continue to be available for use by the County in the provision of services under this Agreement. In addition, all probation

fees collected related to municipal court probation services shall be retained by the County as compensation for probation services. The City also agrees to reimburse the County for any expenditures made by the County that is a City provided service described in paragraph 2; provided, however, that if the City-appointed municipal court commissioner is a County employee and is the same individual appointed to be the Upper District Court commissioner, the County will be responsible for payment of compensation to that County employee and the City will not be obligated to reimburse the County for any expense related to that employee. The City shall not make any payments to any County employees for any services related to the operation of the municipal court; provided, however, if the City appoints the part time elected Upper District Court Judge to also serve as the part time municipal court judge, the City may pay such part time elected judge such additional compensation as the City deems appropriate to provide such services.

4. *Staffing.* The County agrees to provide the same pro rata level of staffing and service to municipal court cases and functions as it does to the district court cases and functions. At least two (2) Upper District Court clerical and/or administrative staff positions shall be designated to perform the functions of the municipal court staff employees as part of their job function. It is understood and agreed, however, that in order to better serve the public, all district court staff will be available to serve the public related to municipal court cases.
5. *Term of Agreement.* This Agreement shall run from January 1, 2012 to December 31, 2012. This Agreement shall automatically renew on an annual basis unless either party gives written notice on or before October 1 of each year that there will not be a renewal. This contract may be renegotiated by agreement of the parties.
6. *Ownership of Documents.* All municipal court files and other documents maintained for the municipal court are the files of the City. Upon termination or expiration of this contract all such files shall be tendered to the City.
7. *Termination of Contract.* The City may terminate this Agreement only upon written notice of the intent to terminate the Agreement to the County legislative authority not less than one (1) year prior to February 1st of the year in which all district court judges are subject to election and only at the end of a four-year district court judicial term. The County may terminate this Agreement only upon written notice of the intent to terminate the Agreement to the City Council not less than one (1) year prior to the expiration of the Agreement.
8. *Entire Agreement.* This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

9. *Notices.* Notices to the City of Roslyn shall be sent to the following address:

City Clerk
City of Roslyn
P.O. Box 451
Roslyn, Washington 98941
Phone number: 509/649-3174

Notices to the County shall be sent to the following address:

Kittitas County
205 W Fifth, Suite 108
Ellensburg, WA 98926


10. *Applicable Law; Venue; Attorneys' Fees.* This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.


Dated this 10th day of May, 2012.

CITY OF ROSLYN


Mayor


ATTEST:


City Clerk
Approved as to form:


City Attorney

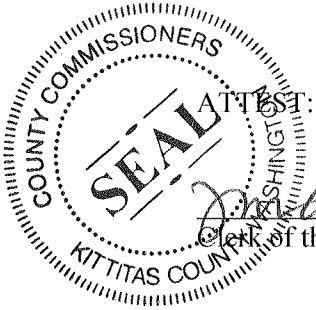
Dated this 15th day of June, 2012.

UPPER KITTITAS COUNTY DISTRICT
COURT JUDGE


Judge Darrel Ellis

Dated this 5th day of June, 2012.

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON




Alan Crankovich, Chairman

ABSENT

Obie O'Brien, Vice Chairman


Paul Jewell, Commissioner

APPROVED AS TO FORM:

(Deputy) Prosecuting Attorney