

A-2021-45

NP2022-02

INTERLOCAL GOVERNMENTAL CONTRACT BETWEEN

THE CITY OF NEWPORT, WASHINGTON

AND

PEND OREILLE COUNTY

FOR DISTRICT COURT SERVICES

THIS contract is made and executed this 1<sup>st</sup> day of November, 2021, by and between the City of Newport, Washington and Pend Oreille County, Washington.

## ARTICLE I

### PURPOSE OF CONTRACT / AUTHORITY

1) Pend Oreille County has an established District Court System. The parties believe it is in the public interest to make these services available to the City of Newport on a contractual basis as set forth herein.

2) The Revised Code of Washington under RCW 39.34.030, the Interlocal Cooperation Act, encourages governmental units to share existing services, thereby minimizing the cost of providing these services. Further, RCW 70.48.090 and RCW 3.62 provide a framework outlining the responsibilities of the parties when contracting for the specific services set forth in the agreement.

## ARTICLE II

### PART I

### DISTRICT COURT SERVICES / COSTS

1) The purpose of this section of the contract is to provide the City with appropriate court services for the collection of monetary penalties paid for parking violations and adjudication of criminal, traffic or non-traffic violations and infractions filed by the City and / or in the name of the City by other law enforcement city agencies for an ordinance violation or any other infractions or criminal violations within the jurisdiction of the City to prosecute and such other court services as set forth herein.

2) The District Court filing for such each criminal, traffic or non-traffic violations and infractions filed with the court is determined by calculating the combined hourly rate of the Judge and Clerk's base annual salary times the average time allotted to process each case until adjudicated. The City agrees to make payment for each case filed in District Court according to the following filing fee schedule:

a)	Infractions (traffic and non-traffic)	\$30.00
b)	Criminal traffic citations	\$140.00
c)	Criminal non-traffic citations	\$140.00

3) The filing fees set forth in Paragraph 2 above shall be the only costs charged to the City by the District Court to satisfy the requirements of RCW 3.62 for each action filed in District Court, provided that the City shall be subject to such other District Court costs as specifically set forth in this contract.

4) The District Court shall bill the City quarterly for all cases filed and the City shall remit payment within 30 days after receipt of the quarterly billing.

5) All criminal, traffic or non-traffic violations and infractions, except parking violations, occurring within the corporate limits of the City and within the jurisdiction of the City to prosecute shall be filed in the name of the City whether filed by a City officer or by any other law enforcement agency.

6) The City shall be charged a filing fee when a criminal, traffic, or non-traffic violation or infraction or complaint, except a parking violation, is filed in the name of the City with the District Court and subsequent to the entry of the citation, violation or complaint into the District Court information system.

7) Jury Trial Costs: The cost of jury trials imposed by District Court shall be paid by the City as follows:

a) One-half of the total cost of each jury trial calculated at \$20.00 per juror, per day, plus allowable mileage when authorized.

For the purpose of this contract, a juror day shall be authorized assessment when jurors have verified their attendance with the Clerk of the Court.

b) Pursuant to RCW 3.62.050, the City shall not be subject to costs of the District Court office spaces, courtrooms, the cost of probation and parole and any personnel employment thereof.

8) The District Court shall appoint a special public defender when there is a conflict of interest with the City Public Defender. The conflict of interest will be determined by the District Court. The conflict of interest Special Public Defender will be paid \$70.00 per hour by the City. The Special Public Defender shall prepare the motion Finding of Fact that there is a conflict of interest, all of which shall be submitted to the City after the District Court signs the order. The Special Public Defender hourly fee shall not be raised during the term of this contract.

9) Other costs shall be billed and paid in the same manner as provided in Subsection 4 of this contract.

10) The City agrees, at City expense, to provide prosecutorial services and pursuant to RCW 3.62.070, public defender services, for actions filed in District Court in the name of the City.

## PART II

### DISPOSITION OF FINES, COSTS, ETC.

1) In accordance with RCW 3.62.040(1), all costs, fines, forfeitures, and penalties assessed and collected, in whole or in part, by the District Court for adjudicated City cases shall be remitted by the Clerk of the District Court to the City at least monthly directly to the City Clerk/Treasurer of the City.

2) "Certain Costs" as defined in RCW 3.62.040(2) means those costs awarded to prevailing parties in civil actions under RCW 4.84.010 or RCW 36.18.040, or those costs awarded against convicted defendants in criminal actions under RCW 10.01.160, 10.46.010 and 36.18.040, or other similar statutes if such costs are specifically designated as costs by the District Court and are awarded for the specific reimbursement of costs incurred by the City in the prosecution of City cases, including the fees of defense counsel. Moneys collected under this subsection shall be remitted by the Clerk of the District Court at least monthly directly to the City Clerk Treasurer of the City.

3) In accordance with RCW 3.62.040(4), all money collected for City parking violations shall be remitted by the Clerk of the District Court at least monthly directly to the City Clerk/Treasurer of the City.

4) The City supports the implementation and funding of a Pend Oreille County 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 City cases whenever a person is referred by the court to the Probation Department. Pend Oreille County will retain any assessments collected under this section.

5) NSF fee's will be collected by District Court when appropriate and Pend Oreille County will retain any fees collected under this section.

### ARTICLE III

#### PART I

#### GENERAL PROVISION

1) The following apply equally to each Article within this contract as though fully set forth in the Article.

#### PART II

#### ARBITRATION

1) It is the intent and purpose of all parties to this contract to negotiate the herein 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 within sixty (60) days prior to the expiration of this contract, the matter shall be submitted to binding arbitration. The City and County shall each select one arbitrator, the two of whom shall pick a third arbitrator. The existing contract shall remain in effect until a new agreement is reached or an arbitration award is made.

#### PART III

#### HOLD HARMLESS

1) The City shall defend, indemnify and hold harmless the Governing Unit, the County, its agents, employees, officials and officers from any and all liability and / or losses and damages including but not limited to attorneys fees, costs, and all other damages for all acts and omissions of the City, its Governing Unit, its officials, agents, employees or officers, including but not limited to liability arising out of an unlawful or claim of unlawful arrest and / or detention of prisoners, under this contract, by the City, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the City, its agents, employees or officers, but not under any circumstances for any acts or omissions of the County, the Governing Unit, their agents, employees, and officers over which the City exercises no direction or control. The liability for which the City shall defend, indemnify and hold harmless, as described above, shall include but not be limited to, false arrest, false imprisonment and violations of prisoners' constitutional and / or civil rights based on acts or omissions of the City.

Further, the City specifically agrees to pay on demand, any costs or legal fees required to establish the Governing Unit or the County's right to indemnification.

2) County agrees to defend, indemnify, and hold harmless the Governing Unit, the City, its officials, officers, agents, servants any employees from any and all liability and / or losses and damages including but not limited to attorneys fees, costs, and all other damages for all acts and omissions of the County, its Governing Unit, its officials, agents, employees or officers, including but not limited to liability arising out of an unlawful claim of unlawful arrest and / or detention of prisoners, under this contract, by the County, or any other claim arising out of performance of this contract which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the City, the Governing Unit, their agents, employees, and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall include but not be limited to, false arrest, false imprisonment and violations of prisoners' Constitutional and / or Civil rights based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any costs or legal fees required to establish the Governing Unit or the City's right to indemnification.

#### PART IV

##### GENERAL COMPONENTS

1) This contract shall not be construed as or deemed a contract for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.

2) No agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of Pend Oreille County for any purpose whatsoever.

3) Each party agrees to aid and assist the other in accomplishing the objectives of this contract.

4) This contract, upon signing, supersedes all prior agreements and contracts for District Court services.

#### PART V

##### MODIFICATION / TERMINATION

1) Each party to this contract agrees that this contract will be reviewed on or before October 15, 2024 and any proposed changes will be presented at a time to allow both parties to fully discuss the proposed changes.

2) This contract may be terminated by the City, the Pend Oreille County District Court Judge or the County only with cause, provided that the party requesting termination gives ninety (90) days written notice of its intent to terminate.

Further termination of this contract shall not affect any cause, 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.

PART VI

SEVERABILITY

Parties hereto acknowledge that this contract covers District Court services. Violation of the contract allows the cessation of services. Damages and remedies for violation will accrue.

ARTICLE VI

EFFECTIVE DATE OF CONTRACT

This contract when signed shall be in full force and effect January 1, 2022 through December 31, 2024.

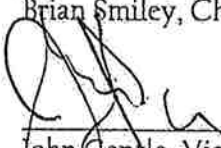
IN WITNESS WHEREOF, the parties have executed this contract by reason of the authorization obtained by them as required by the laws governing their respective jurisdiction and powers.

PEND OREILLE COUNTY  
BOARD OF COMMISSIONERS

CITY OF NEWPORT

  
\_\_\_\_\_  
Brian Smiley, Chairman

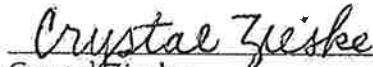
  
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Shirley Sands, Mayor

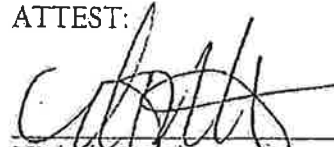
  
\_\_\_\_\_  
John Gentle, Vice Chairman


  
\_\_\_\_\_  
Robert Rosencrantz, Member

ATTEST:

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\_\_\_\_\_  
Crystal Zieske  
Clerk of the Board

  
\_\_\_\_\_  
Nickole North  
City Clerk / Treasurer

  
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Robin McCroskey  
District Court Judge