

R-2024-130
NP2024-07

INTERLOCAL GOVERNMENTAL CONTRACT BETWEEN
THE CITY OF NEWPORT, WASHINGTON
AND
PEND OREILLE COUNTY
FOR DISTRICT COURT SERVICES

ARTICLE I

PART I

PURPOSE OF AGREEMENT / AUTHORITY

1) This Agreement is made between Pend Oreille County ("County") and the City of Newport ("City"), (collectively "the Parties"), pursuant to Ch. 39.34 RCW.

2) The County has an established District Court System. The Parties believe it is in the public interest to make these services available to the City on a contractual basis as set forth herein.

3) The Revised Code of Washington under Ch. 39.34, the Interlocal Cooperation Act, encourages governmental units to share existing services, thereby minimizing the cost of providing these services. Further, RCW 3.50.815 and RCW 3.62 provide a framework authorizing and outlining the responsibilities of the Parties when contracting for the specific services set forth in this Agreement.

ARTICLE II

PART I

DISTRICT COURT SERVICES / COSTS

1) The purpose of this section 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 nontraffic 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 nontraffic 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 and Findings of Facts 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 Part.

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. Monies 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. The County will retain any assessments collected under this section.

NSF fees will be collected by District Court when appropriate and the 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 Agreement as though fully set forth in the Article.

PART II

ARBITRATION

1) It is the intent and purpose of all parties to this Agreement 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 Agreement, 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. All terms of the existing Agreement, whether disputed or not, shall remain in effect until a new agreement is reached or an arbitration award is made.

PART III

GENERAL MUTUAL INDEMNITY

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The City agrees that the County does not assume any liability or responsibility for or release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule, regulation, policy or procedure is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County or both, the City shall satisfy the same, including all chargeable costs and attorney fees.

The indemnification obligations of the Parties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other worker's compensation act, disability benefit act or other employee benefit act. Each Party hereby expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party or Parties. A Party's waiver of immunity does not extend to claims made by its employees directly against the Party as employer.

The foregoing indemnification obligations of the Parties are a material inducement to enter into this Agreement and have been mutually negotiated. The foregoing indemnification, defense, and hold harmless obligations shall survive termination of this Agreement.

PART IV

GENERAL COMPONENTS

1) This Agreement shall not be construed as or deemed an agreement 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 the County for any purpose whatsoever.

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

4) This Agreement, upon its effective date, supersedes all prior agreements and contracts for District Court services.

5) No new or separate legal or administrative entity is created by this agreement.

6) No joint property is authorized or contemplated by this agreement. In the event joint property is acquired, division of the property shall occur in proportion to the purchase money contributed by a party.

7) The parties remain responsible for establishing and maintaining their respective budgets and no joint or cooperative financing is contemplated by this agreement aside from the provisions for cost reimbursement for District Court Services and the distribution of fines collected by the District Court stated in Article II Part I and II.

8) The representatives and administrators of this Agreement are:

PEND OREILLE COUNTY

District Court Administrator
229 S Garden Ave
Newport, WA 99156
509-447-4110

CITY OF NEWPORT:

City Administrator
200 S Washington Ave
Newport, WA 99156
509-447-6496

PART V

MODIFICATION / TERMINATION

Either party may terminate this agreement without cause if such party provides written notice of their intent to terminate in accordance with RCW 3.50.810 and 35.20.010. The City must provide its notice to the Clerk and Chair of the Board of County Commissioners prior to the statutorily required date. The County must provide its notice to the City Clerk / Treasurer and the Mayor by the statutorily required date.

PART VI

SEVERABILITY

If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

PART VII

EFFECTIVE DATE OF CONTRACT

This Agreement when signed shall be in full force and effect beginning January 1, 2025, through December 31, 2030.

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

PEND OREILLE COUNTY
BOARD OF COUNTY COMMISSIONERS:



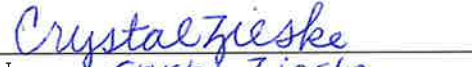
Title: Chair
Print: Robert Rosencrantz
Date Signed: 8/12/2024

CITY OF NEWPORT:



Title: Mayor
Print: Feidell Campbell
Date Signed: 8/5/2024

ATTEST:



Name: Crystal Zieske
Title: Clerk of the Board

ATTEST:



Print Name: Nicole Norden
Title: City Clerk / Treasurer



Robin McCroskey
District Court Judge

**PEND OREILLE COUNTY
NEWPORT, WASHINGTON**

RESOLUTION NO. 2024- 130

**INTERLOCAL GOVERNMENTAL CONTRACT BETWEEN
THE CITY OF NEWPORT, WASHINGTON
AND PEND OREILLE COUNTY FOR DISTRICT COURT SERVICES**

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements for mutually advantageous joint or cooperative action; and

WHEREAS, Pend Oreille County and The City of Newport are public agencies within the meaning of Chapter 39.34 RCW; and

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Pend Oreille County, Washington ("the Board") has the care of county property and the management of county funds and business; and

WHEREAS, the current interlocal governmental contract between the City of Newport and Pend Oreille County District Court for District Court Services is expiring at the end of 2024; and

WHEREAS, the Board believes that the best interest of the public will be served by entering said agreement with The City of Newport.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Pend Oreille County Board of Commissioners that the Interlocal Government Contract Between the City of Newport, Washington and Pend Oreille County for District Court Services, which is attached hereto and incorporated herein, be established and adopted.

BE IT FURTHER RESOLVED, by the Pend Oreille County Board of Commissioners, that the Interlocal Government Contract Between the City of Newport, Washington and Pend Oreille County for District Court Services is hereby approved, and the Chair of the Board, or a majority of the Board is hereby authorized to execute it on behalf of Pend Oreille County.

RECEIVED

AUG 21 2024

CITY OF NEWPORT
NEWPORT, WA

R-2024-130

ADOPTED this 12 day of August, 2024.

**BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON**



Robert Rosencrantz, Chair



John Gentle, Vice-Chair



Brian Smiley, Member

ATTEST:


Crystal Zieske, Clerk of the Board