

Inter-Local Agreement

Probation Services

This Agreement, made and entered into this ____ day of _____, by and between Skamania County, Washington, a political subdivision of the State of Washington, hereinafter referred to as the “County,” and the City of Stevenson a political subdivision of the State of Washington; hereinafter referred to as the “Stevenson,” and the City of North Bonneville a political subdivision of the State of Washington; hereinafter referred to as “North Bonneville.”

WHEREAS County has a fully staffed probation office, which supervises both misdemeanor and gross misdemeanor defendants for Skamania County District Court, pre-trial supervision for defendants in Skamania County Superior Court, and misdemeanor and gross misdemeanor defendants for Stevenson, and misdemeanor and gross misdemeanor defendants for North Bonneville; and

WHEREAS County has in the past provided misdemeanor probation services for Stevenson and North Bonneville defendants under an informal understanding that the fees charged to Stevenson and North Bonneville defendants for probation services will be passed through to County when paid as required by statute; and

WHEREAS many defendants are unable to pay and are determined to be indigent, so either are asked to perform community service in lieu of paying costs or are relieved of any duty to pay costs at all; and

WHEREAS the County still incurs the costs associated with supervising those indigent defendants who can't or don't pay supervision fees, which means that County is incurring the expense associated with supervising indigent defendants convicted in Stevenson and North Bonneville Municipal Court; and

WHEREAS the cities of Stevenson and North Bonneville desire to pay a reasonable share of the costs incurred by the County for supervising indigent defendants from their courts; and

WHEREAS the City of Stevenson cases have generally constituted about 21% of total probation cases (in County, North Bonneville and Stevenson, combined), and North Bonneville has generally constituted about 3% of total combined probation cases, and Skamania County has generally handled about 200 – 250 total probation cases at any particular time; and

WHEREAS in order to do so, the County and Stevenson and North Bonneville have developed this interlocal agreement for probation services.

Witness: It is Hereby covenanted and agreed as follows:

1. Stevenson and North Bonneville request the County perform probation services for misdemeanor and gross misdemeanor defendants prosecuted in their respective municipal courts.
2. The County, through the Skamania County Probation department, shall provide a probation officer qualified to be a probation officer in the State of Washington. If a probation officer is not available for any reason, the County may provide a probation

- Clerk. Skamania County shall also provide adequate offices and resources for the Probation Officer or Probation Clerk to safely meet with clients, perform interviews, do urinalysis testing and other tasks generally associated with probation services.
3. County agrees to provide probation services for individuals charged in and/or convicted in Stevenson and North Bonneville Municipal Courts to the same degree and under the same conditions that they do so for cases charged in and/or convicted in Skamania County District Court.
 4. Any payments made by individuals toward probation costs ordered by the Court must be used for probation services. Stevenson and North Bonneville agree to remit all payments from individuals made to the court for probation costs, either supervised or bench, back to County for use by Skamania County Probation.
 5. Skamania County Probation shall keep track of the number of probation cases from each court, per month. For each month, the County shall determine the proportion of Stevenson and North Bonneville cases as a share of the total number of cases handled that month by Skamania County Probation. This number shall not include cases where the defendant has absconded from supervision and a warrant has been issued for the defendant's arrest, effectively tolling the defendant's period of probation. An individual shall be considered on probation if they are on probation for any portion of the month. Skamania County probation will also keep track of the total amount of probation costs remitted for probation costs each month from each of Stevenson, North Bonneville and County cases. An individual is considered on probation for a case if that case originated in Stevenson or North Bonneville, even if the defendant is simultaneously on probation in County.
 6. Stevenson and North Bonneville agree to pay a flat monthly fee to County to compensate County for probation services provided for indigent defendants who either convert their probation costs to community service or who do not have probation costs imposed at all due to indigency. For Stevenson, that flat monthly rate shall be \$1000 per month in 2025 and for the city of North Bonneville that amount shall be \$140 per month in 2025.
 7. Stevenson and North Bonneville and County agree that the burden of the costs associated with indigent and/or otherwise non-paying defendants should be born in proportion to the number of non-paying defendants on probation with County from each jurisdiction. County has conservatively estimated the cost of supervised probation at \$50 per month per defendant.
 8. County and Stevenson and North Bonneville agree to negotiate a more formal allocation of probation service costs to replace the flat rates established in section 6. Said allocation may be based on the previous year's average case proportion, average total cases, and average probation costs received. The formula may be generally as follows: average total combined cases per month multiplied by average monthly case proportion (for each respective city) multiplied by the estimated cost of probation services stated in Section 7 minus the average monthly receipts (for each respective city).
 9. Stevenson and North Bonneville will pay the monthly flat fee amount at the same time they remit any payments made by individuals ordered to pay probation costs as part of their sentence, diversion agreement or pre-trial monitoring.
 10. The County, in the performance of work under this Agreement shall abide by the provisions of RCW 39.34, Interlocal Cooperation Act. It is the purpose of this statute to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will accord best with geographic, economic,

population and other factors influencing the needs and development of local communities.

- 11. The term of this Agreement shall be from January 1, 2025 to December 31, 2025, and shall automatically renew annually unless terminated or amended by mutual agreement.
- 12. Either party may terminate the Agreement upon thirty (90) days written notice given to the other party. Upon termination by Stevenson or North Bonneville, each jurisdiction shall still be responsible for remitting payments from any municipal court defendants (respectively) for payments made for previously court ordered probation fees and shall continue to make payments under Section 6 above for 12 months after termination. Upon termination by County, North Bonneville and Stevenson shall not be required to make additional payments under Section 6 but shall still be required to remit any payments made for probation services performed by County and still owing from an individual supervised by County on Stevenson or north Bonneville’s behalf.
- 13. This Agreement shall be governed exclusively by the laws of the State of Washington. The Skamania County Superior Court shall be the sole proper venue for any and all suits brought to enforce or interpret the provisions of this Agreement. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation arising in contract, tort or otherwise, each party shall bear its own attorney’s fees incurred in the action, arbitration or proceeding.
- 14. No separate legal or administrative entity is created as part of this agreement.
- 15. Each of County, Stevenson and North Bonneville shall fund this agreement through their general budget authority.
- 16. Any real or personal property acquired or held by County for the purposes of use in this agreement shall be purchased by and remain the property of County.
- 17. This Agreement shall be filed or listed by subject on a public agency’s website in accordance with RCW 39.34.040.
- 18. The Skamania County Adult Probation Officer shall be the Administrator for this Interlocal Agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF NORTH BONNEVILLE

BOARD OF COUNTY COMMISSIONERS

Authorized Representative

Chairman

Title

Commissioner

Commissioner

CITY OF STEVENSON

Authorized Representative

Title

Attest:

Clerk of the Board

City Clerk

City Clerk

Approved As To Form Only

Adam Kick
Skamania County Prosecutor

City Attorney

City Attorney