

INTERLOCAL AGREEMENT FOR LEGAL SERVICES (PROSECUTING ATTORNEY)

THIS AGREEMENT, entered into this 17th day of January, 2019 is by and between the **CITY OF STEVENSON**, a Municipal Corporation located in the County of Skamania, State of Washington, (hereinafter referred to as "City"), and **SKAMANIA COUNTY**, a legal subdivision of the State of Washington, by and through its Prosecuting Attorney (hereinafter referred to as "Attorney").

The parties recite and declare that:

1. This Agreement is entered into pursuant to the laws of the State of Washington, including the Interlocal Cooperation Act, Title 34, Chapter 39 of the Revised Code of Washington, and each of the parties hereto represents that it has authority to execute the same.
2. The City is in need of an attorney to perform and render legal assistance to the City.
3. The Attorney or its Deputies are persons who, through education and experience, possess the requisite skills to provide competent legal services for the City.
4. The Attorney intends to assign its district court deputy prosecutor to serve as its primary City Prosecutor, but each of the three attorneys employed by the Skamania County Prosecutors Office may appear as needed or dictated by office need. In the event the Prosecuting Attorney's office is unable to adequately perform this contract, the City shall have the right to contract directly with a private attorney and to simultaneously terminate this agreement without penalty.
5. The City is, therefore, desirous of engaging the services of the Attorney for prosecution services for crimes over which the City of Stevenson has jurisdiction.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Attorney and City agree as follows:

Section One Purpose of Employment

City hereby employs Attorney and counselor at law to perform and render legal services to the City as its Prosecuting Attorney.

Section Two Acceptance and Duration of Employment

The City does hereby employ and retain the Attorney as its attorney for and during a period commencing on the 1st day of January, 2019, and ending on the 31st day of December, 2019, for the performance of legal services herein set forth.

Section Three

Place of Work

It is understood that the Attorney's service will be rendered largely at his offices in the County Courthouse in Stevenson, Washington, but that the Attorney will, on request, come to the Municipal Offices of the City at 7121 NW Loop Rd., Stevenson, Washington, or such other places as designated by the City, to meet with representatives of the City.

Section Four

Nature of Duties

1. As Prosecuting Attorney for the City, Attorney shall perform all criminal prosecution legal services required by law on behalf of the City whenever, and to the extent required by the City, shall represent the City in any and all municipal court actions, suits or proceedings in all courts of the State of Washington or competent jurisdiction originating in city municipal court; shall prepare and all pleadings and documents necessary and proper in connection with the prosecution of misdemeanants and gross misdemeanants committing violations within the City limits; and, in general, to render all such prosecution related legal services of every kind and nature as the City shall reasonably require or deem proper in its business.

2. The Attorney acknowledges that the City schedules Municipal Court hearings in Skamania County District Court, and also requires the services of the Prosecuting Attorney on dates scheduled for prosecution of jury trials at Skamania County Superior Court.

3. Acting as the City Prosecutor, including, without limitation, representing the City in Municipal Court, Superior Court, or any higher Court on criminal charges and/or infractions occurring in the City of Stevenson not otherwise prosecuted by Skamania County.

4. Preparation of Intent to File Theft Charges letters for City of Stevenson.

5. Filings, docketing, discovery requests, preparation of subpoenas as required to perform duties specified in Section Four paragraph 1.

Section Five

Compensation

The City agrees to pay the Attorney at the rate of One Thousand Three Hundred Thirty Three and 33/100 Dollars (\$1,333.33) Dollars per month, payable monthly as a lump-sum retainer, for the above services performed by the Attorney on the City's behalf:

Section Six
Nature of Employment

The Attorney and Skamania County shall serve as an independent contractor of the City of Stevenson, and shall not be employed by the City. Nothing precludes the Attorney or the County from entering into similar agreements, provided they do not directly conflict with Attorney's ability to carry out the terms of this agreement.

Section Seven
Termination

Either party may terminate this agreement at any time on thirty (30) days' written notice to the other party.

Section Eight
Modification

No modification or waiver of this agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

Section Nine
Indemnification

The City shall indemnify, defend and hold Attorney harmless against all claims, actions, and liability Attorney may hereafter incur with third parties while acting in the capacity of City Prosecutor and while acting within the scope of his representation of City. Attorney shall at all time maintain errors and omissions insurance sufficient to protect the City against third party claims resulting from Attorney representation of the City under this contract. Continued membership in the Washington Counties Risk Pool will satisfy this requirement.

Section Ten
Notice

Notice required under this agreement shall be deemed sufficient if made in writing and sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

City of Stevenson

City Hall
P.O. Box 371
Stevenson, WA 98648

SKAMANIA COUNTY

c/o Prosecuting Attorney, Adam Kick

P.O. Box 790
Stevenson, WA 98648

Section Eleven
Interlocal Agreement

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. The duration shall be as set forth in Section 2 above, or as otherwise agreed to by the parties pursuant to this Agreement.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City to utilize County prosecution services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general funds budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section Seven, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.

Section Twelve
Complete Agreement

This written agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the City or the Attorney other than contained herein.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and the year first written above.

CITY OF STEVENSON, a Washington
Municipal Corporation

SKAMANIA COUNTY, a Legal Subdivision of
the State of Washington

Board of Commissioners

By: _____
Scott Anderson, Mayor

By: _____
Chairman

By: _____
Commissioner

By: _____
Commissioner

ATTEST:

By: _____
Leana Kinley, City Clerk

By: _____
Debbie Slack,
Clerk of the Board

APPROVED AS TO FORM:

Kenneth B. Woodrich, PC
City Attorney

Adam Kick, Prosecuting Attorney