

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF STEVENSON AND
SKAMANIA COUNTY FOR THE PROVISION OF MUNICIPAL COURT SERVICES BY
THE DISTRICT COURT OF SKAMANIA COUNTY**

THIS AGREEMENT made by and between SKAMANIA COUNTY, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, hereinafter referenced to as the "COUNTY" and the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY", for the provision of court services to the City's Municipal Department of the Skamania County District Court.

RECITALS:

WHEREAS, the CITY has previously petitioned the COUNTY to function as the City's municipal court as permitted in RCW 39.34.180 since each jurisdiction is legally entitled to operate a court system; and

WHEREAS, the CITY desires to utilize the services of the COUNTY'S District court judges for the filing and processing of CITY's civil code enforcement infractions, civil traffic infractions, parking infractions, misdemeanor, and gross misdemeanor criminal citations (collectively referred to hereafter as "Case Filings"); and

WHEREAS, the parties desire to enter into an agreement defining their rights, duties and liabilities relating to the utilization of the COUNTY's District Court judges to hear cases on violations of the CITY civil ordinances and no other matters except as conferred by statute; and

WHEREAS, the purpose of this Agreement is to provide the CITY with Municipal Court services for the adjudication of violations of CITY ordinances and establish a basis for identifying costs, revenues, fines, fees, and responsibilities of both parties hereto; and

WHEREAS, the Municipal Court services to be provided by the COUNTY are expressly restricted to the provision of a District Court judge and court administrative services.

WHEREAS, CITY has determined that an Agreement with COUNTY for the provision of certain municipal court services under the Interlocal Cooperation Act would be more efficient and cost effective than providing its own facilities, materials and personnel; and

WHEREAS, COUNTY is willing to provide municipal court services to CITY under the terms and conditions set forth in this Agreement; and

WHEREAS, the parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act.

NOW, THEREFORE,

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the CITY and the COUNTY hereby agree as follows:

1. PURPOSE.

The purpose of this Agreement is to provide for the provision of certain municipal court services by COUNTY to CITY through the use of facilities, materials, and personnel of the COUNTY Municipal Court to the maximum extent permitted by law for the filing and processing of CITY's civil code enforcement infractions, civil traffic infractions, parking infractions, misdemeanor and gross misdemeanor criminal citations (collectively referred to hereafter as "Case Filings"). Case Filings does not include civil infractions detected using a photo enforcement system. In addition, this Agreement will establish the fees to be paid by CITY and specify the responsibilities of COUNTY and CITY respectively for such municipal court services.

2. ADMINISTRATION.

The COUNTY Court Administrator shall be responsible for the administration of this Agreement. No joint acquisition, holding, or disposal of real or personal property is contemplated hereunder.

3. FILING AND ASSUMPTION OF CITY MUNICIPAL COURT CASES.

On June 1, 2016, all CITY Municipal Court cases were transferred to Skamania County District Court.

4. SERVICES.

The COUNTY agrees to provide a courtroom, a District Court judge and necessary support staff to adjudicate Case Filings. The CITY is responsible for providing a prosecutor, a public defender, and reimbursing costs of interpreters and security or any other professionals whose services are required by statute or necessary for the efficient operation of the Court.

The COUNTY will provide, within the COUNTY's jurisdictional limits, at a suitable location and facilities as noted herein, judicial services for the Municipal Court of the CITY, on a monthly frequency determined in the Skamania County District Court Districting Plan, at a time and on day(s) convenient to the District Court judge.

5. FACILITIES AND PERSONNEL.

Pursuant to RCW 3.46.130-140, the CITY is responsible to provide personnel necessary for a properly functioning Municipal Court, including without limitation, a prosecutor, a public defender, and reimbursement for the costs of interpreters, probation services, jury management, security, fees or any other professionals whose services are required.

The parties have agreed herein that the COUNTY will provide personnel including a judge and court clerks. Security is included in services provided by the county, but if security is required during an independent session of the Municipal Court, including, but not limited to trials, the COUNTY may provide security at CITY's reasonable expense, or pursuant to CITY's interlocal agreement for law enforcement if specified therein.

6. PAYMENT.

Beginning January 1, 2026, the CITY covenants and agrees to make payment to the COUNTY for the provision of Municipal Court services provided under the terms of this Agreement as follows:

- a. The CITY shall pay the COUNTY Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month for included services.
- b. Commencing on January 1, 2027, the cost of services shall increase by three percent (3%) over the service cost paid during the previous year and on an annual basis thereafter.
- c. CITY shall pay the COUNTY for interpreters, probation services, a pro-rata share of jury management, security, fees, or other professionals required per this agreement as billed. The CITY may contract directly with County Probation for probation services via separate agreement.
- d. The CITY shall remit payment within thirty (30) days after receipt of the billing from the COUNTY. Said payment shall be directed to Skamania County District Court, to the attention of the Court Administrator.
- e. Payments to the CITY prosecutor, probation and court-appointed attorney shall be made by the CITY directly to those entities, including where CITY is remitting probation fees paid by the defendants in Stevenson Municipal Court cases.
- f. CITY shall appoint the District Judge as its municipal judge. The payment specified herein shall include the District Judge's pro rata salary as contemplated by RCW 3.50.040.

7. GENERAL PROVISIONS.

- a. This Agreement shall not be construed as or deemed to be a contract for the benefit of any third party or parties, and no third party or parties shall have any right to action hereunder for any cause whatsoever.
- b. No agent, employee, servant or representative of the CITY shall be deemed to be an employee of COUNTY for any purpose and no employee of COUNTY or of the District Court shall be deemed an employee of the CITY.
- c. Each party to this Agreement shall act in good faith and shall aid and assist the other in accomplishing the objective of this Agreement.

- d. This Agreement, upon execution by all parties, supersedes all prior contracts and agreements (oral or written) for the District Court's assumption of Municipal Court services between the CITY and the COUNTY. This contract does not affect existing contracts relating to prosecution, law enforcement, probation, and jail costs.
- e. The District Court Judge shall be the administrator of this agreement.
- f. The City of Stevenson shall use funds from its general fund and such other funds available from state allocations to finance this agreement.

8. COURT RECORDS, CASE FILES, AND PUBLIC RECORDS ACT COMPLINACE

Ownership. All Municipal Court case files, recordings, pleadings, dockets, exhibits, and electronic records for violations of CITY ordinances are the court records of the Municipal Court of the City of Stevenson, regardless of physical location.

Custodian of Records. The Skamania County District Court shall maintain the official records of the Municipal Court on the City's behalf. The District Court Administrator shall serve as custodian for operational purposes but acts as agent for the CITY with respect to such records.

Public Records Act Requests. Any public requests for records shall be treated under the appropriate Court Rules. Access to Court records is governed by GR 31 and GR 31.1.

Retention and Destruction. Records shall be retained and destroyed in accordance with the Court Rules.

Litigation Holds. Upon receiving notice of litigation, complaint, or PRA dispute involving Municipal Court cases, District Court will preserve responsive records and coordinate preservation with the CITY.

9. FINANCIAL TRANSPARENCY, AUDIT RIGHTS, AND BILLING REQUIREMENTS

Billing Requirements. Payment shall be made monthly as a part of the City's vouchers.

Audit Rights. The CITY may audit the COUNTY's financial records relating to services under this Agreement upon ten (10) business days' notice. Audits may include review of court records, interpreter invoices, and any other documentation relevant to billed services.

Rate Increases. No rate or cost increase beyond the 3% annual increase may be implemented unless negotiated and agreed upon in writing at least 90 days prior to the beginning of the calendar year in which the increase takes effect.

Disputed Charges. If the CITY disputes any charge in writing; both parties will negotiate in good faith. Uncontested portions of an invoice will be paid while the dispute is pending.

10. INSURANCE REQUIREMENTS.

The COUNTY shall maintain the insurance provided through the current risk pool. The COUNTY will give notice to CITY if the COUNTY joins a different pool (such as WCRP) or otherwise provides for liability insurance through a private entity.

Failure to maintain required insurance constitutes material breach.

11. DISPUTE RESOLUTION.

Any dispute concerning performance, interpretation, or payment under this Agreement shall be resolved as follows:

Step 1 – Negotiation. The City Administrator and District Court Judge shall meet to resolve the issue.

Step 2 – Mediation. If unresolved within 30 days, either party may request mediation through a mutually agreed mediator.

Step 3 – Arbitration. If mediation fails, disputes shall be submitted to binding arbitration under chapter 7.04A RCW.

Venue. Arbitration hearings shall occur in Skamania County unless otherwise agreed.

12. CONTINUITY OF SERVICES AND TRANSITION REQUIREMENTS UPON TERMINATION.

Regardless of termination:

The COUNTY shall continue to adjudicate all open Municipal Department cases until each case is finally adjudicated unless the CITY requests an earlier transfer.

All original case files, recordings, and evidence shall be returned to the CITY or transferred to a successor court at CITY direction.

A final accounting shall be completed within 60 days, including reconciliation of trust accounts, fines, fees, and assessments.

13. COMPLIANCE WITH LAWS AND JUDICIAL INDEPENDENCE

COUNTY shall provide judicial and support services in compliance with:

RCW 3.50;

RCW 3.46;

RCW 39.34;

Washington Court Rules;

Orders of the Washington Supreme Court and AOC guidance;

Interpreter requirements under RCW 2.43.

The Municipal Court judge shall exercise judicial authority independently, free from direction by either party except as permitted by law.

The CITY and COUNTY shall comply with all federal, state, and ADA requirements relating to court access, interpreters, facilities, and accommodations.

14. TECHNOLOGY, DATA ACCESS, AND SYSTEM SECURITY.

The sheriff, prosecutor, and court liaison staff shall have access to case records, dockets, Odyssey information, hearing dates, warrants, and financial information related to CITY cases.

COUNTY shall maintain access to electronic systems in compliance with CJIS standards and State Court IT policies.

Electronic recordings of CITY cases shall be preserved consistent with court rules and made available to the City Administrator ONLY upon request without additional administrative fees.

15. MODIFICATION.

No change or additions to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, signed by both parties.

16. TERM.

This Agreement shall become effective commencing the 1st day of January, 2026, and shall continue in effect through the 31st day of December, 2026. This agreement will continue in force for subsequent years on the terms specified herein unless other terms are negotiated within 90 days prior to the end of the calendar year.

17. NOTICE.

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the COUNTY at:

Skamania County District Court
Court Administrator
PO Box 790
Stevenson, WA 98648

Or to the City, at:

City of Stevenson
7121 E. Loop Road
Stevenson, WA 98648
Attention: City Administrator

Or at such other address as either party may designate to the other in writing from time to time.

All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

18. NON-EXCLUSIVE AGREEMENT/NO WAIVER OF MUNICIPAL AUTHORITY

The CITY retains all legislative and police powers granted under Title 35A RCW. Nothing in this Agreement shall be construed as a surrender of municipal authority or a limitation on the CITY's ability to enact or amend ordinances enforced by the Municipal Department.

19. TERMINATION.

- a. CITY: The CITY may terminate this Agreement by providing the Court Administrator with written notice of its intent to disband its Municipal Department, no less than one (1) year prior to February 1st of the year in which all Skamania County District Court judges are subject to election. PROVIDED: the CITY may only terminate its Municipal Department at the end of a four (4) year judicial term.

The CITY may not give the COUNTY the written notice required under this section of the Agreement unless the CITY has a valid agreement with the COUNTY under chapter 39.34 RCW, under which the COUNTY is to be paid a reasonable amount for costs associated with prosecuting, adjudication and sentencing in criminal cases filed in District Court as a result of the termination.

- b. COUNTY: The COUNTY may terminate this Agreement by providing council for the CITY written notice at least one (1) year prior to the date of the intended termination.
- c. Termination of this Agreement shall not affect any case, proceeding, appeal or other matter pending in the Municipal 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 the COUNTY.

20. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

21. INVALIDITY.

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

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

By: _____

District Court Judge Ronald Reynier

ATTEST:

By: _____
Wesley Wootten, City Clerk

By: _____
,
Clerk of the Board

APPROVED AS TO FORM:

Robert C. Muth, City Attorney

Adam Kick, Prosecuting Attorney

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SCHEDULE A - PERFORMANCE METRICS & REPORTING STANDARDS

1. PURPOSE

This Schedule establishes required service levels, performance metrics, reporting obligations, and operational standards for the provision of Municipal Court services by Skamania County District Court on behalf of the City of Stevenson.

2. CASE PROCESSING STANDARDS

- All cases shall be processed in accordance with the Court Rules.

3. HEARING & TRIAL TIMELINES – All deadlines are estimated and maybe extended

- Arraignments set within 14 days of filing.
- Pretrials held within 45 days of arraignment.
- Criminal trials set within CrRLJ 3.3 time-for-trial.
- Infractions scheduled within 90 days of issuance.

4. JUDICIAL SERVICES

- Judge or commissioner provided for all Municipal Department calendars.
- Pro tem judge provided when primary judge unavailable.
- Quarterly judicial workload report to City, if the information is available.

5. CLERK & ADMINISTRATIVE SERVICES – All deadlines are estimated/may be extended

- Staff to maintain files, docketing, recordings, financials.
- Phone calls returned within 1 business day to the extent practicable.
- Emails answered within 2 business days to the extent practicable.

6. INTERPRETER & ADA SERVICES

- Interpreters provided per RCW 2.43.
- ADA accommodations provided as required by law.

7. FINANCIAL REPORTING

- Quarterly reports: filings, dispositions, revenue, trust accounts, if available.
- Annual statistical and financial report by February 15 of each year..

8. PERFORMANCE FAILURE & REMEDIES

- 30-day cure period after written notice.
- Corrective plan required if not cured.
- Annual review for compliance.

9. COMPLIANCE WITH LAWS

- Services provided per RCW 3.46, 3.50, 39.34, court rules, AOC guidance, RCW 2.43, and ADA.