

INTERLOCAL AGREEMENT FOR LEGAL SERVICES (PROSECUTING ATTORNEY)

THIS AGREEMENT, entered into this _____ day of December, 2025 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:

1. This Agreement is entered into pursuant to the laws of the State of Washington, including the Interlocal Cooperation Act, Chapter 39.34 RCW, 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 any of the 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. Skamania County, through its Prosecuting Attorney, is hereby designated as the City Prosecutor for the purposes of RCW 3.50.100 and all other applicable governing municipal prosecution.

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 2026, and ending on the 31st day of December, 2027, for the performance of legal services herein set forth. This Agreement shall be automatically extended if neither party requests amendments or gives notice of intent to terminate the agreement prior to December 1, 2026, or any December 1 thereafter.

Section Three

Place of Work

It is understood the Attorney's service will be rendered largely at his offices in the County Courthouse in Stevenson, Washington, but 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, as needed and requested.

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 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, District 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.

6. The County shall comply with all Washington laws governing prosecutorial conduct, including CrRLJ and CrR provisions, *Brady/Giglio* obligations, and all ethical rules under the Washington Rules of Professional Conduct.

Section Five

Compensation

The City agrees to pay the Attorney at the rate of Two Thousand and 00/100 Dollars (\$2,000) Dollars per month, payable monthly as a lump-sum retainer, for the above services performed by the Attorney on the City's behalf. In consideration of the monthly payment, the Attorney shall provide the City with quarterly summaries of case statistics and prosecution activities, including case filings, dismissal, deferred prosecutions, and jury trials. Commencing January 1, 2027, and each year thereafter that this agreement is renewed or extended, the City agrees to increase this payment by

three percent (3%) over the previous year.

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 sixty (60) 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 times 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, the Washington Counties Risk Group, or another risk pool will satisfy this requirement.

Skamania County shall indemnify and hold the City harmless from all claims arising out of sole/exclusive negligent acts, omissions, or misconduct of the County or its employees while performing services under this Agreement.

Section Ten

Posting/Notice

Pursuant to RCW 39.34.040, this Agreement shall be filed with the Skamania County Auditor or posted on the City of Stevenson website.

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
c/o Wesley Wootten
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. No property will be acquired under this Agreement. If any property is later acquired, the parties will dispose of it in equal shares unless otherwise agreed in writing.
- g. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- h. Selection of Administrator. The Stevenson City Administrator shall be the Administrator for this Interlocal Agreement.

Section Twelve
Conflicts of Interest

The County shall notify the City of any conflict of interest affecting its ability to prosecute a case.

Section Thirteen
Public Records Act

The County acknowledges all prosecution records generated under this Agreement are City records for purposes of the Public Records Act (RCW 42.56). The County agrees to timely assist the City in responding to any Public Records request associated with records made the subject of this Agreement. The County agrees to maintain such records according to the State Archivist schedule.

Section Fourteen
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.

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: _____
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 AND REPORTING STANDARDS

1. Purpose of Schedule A

This Schedule establishes minimum performance standards, deliverables, timelines, and reporting requirements for the prosecutorial services provided by the Skamania County Prosecuting Attorney ('County') to the City of Stevenson ('City').

2. Core Service Requirements

Mandatory court coverage includes Municipal/District Court calendars, Superior Court jury trials, and emergency after-hours prosecution support. Full compliance with the rules and regulations of the Criminal Rules of Courts of Limited Jurisdiction.

3. Trial Performance Metrics

Preparation requirements for jury and bench trials, including witness coordination, exhibit preparation, and trial outcome reporting.

4. Administrative Duties & Prosecution Support

Coordination with the City Attorney, subpoena preparation, and Intent-to-File Theft letters.

5. Public Records Act & Records Retention Compliance

PRA compliance, confidential records handling, and adherence to State retention schedules.

6. Reporting Requirements to the City

Upon request from the City Administrator, provide quarterly performance reports and an annual review meeting with City officials.

7. Supplemental & Substitute Prosecutor Coverage

Requirements for qualified substitute prosecutors and continuity of service obligations.

8. Compliance with Laws and Ethical Duties

Compliance with CrRLJ, Brady/Giglio, RPC, PRA, and other Washington laws.