

INTERLOCAL AGREEMENT
Between the City of Stevenson and Skamania County
For Provision of Probation Services

This Interlocal Agreement (“Agreement”) is entered into between Skamania County (“County”) and the City of Stevenson (“City”), pursuant to RCW 39.34.

1. Purpose

The purpose of this Agreement is to provide misdemeanor and gross misdemeanor probation services to defendants under the jurisdiction of the Stevenson Municipal Court, ensuring efficient and cost-effective delivery of supervision consistent with Washington law. The Skamania County Adult Probation Officer shall be the Administrator for this Agreement.

2. Term and Renewal

This Agreement becomes effective January 1, 2026, and continues through December 31, 2026. It automatically renews annually unless terminated. Beginning in 2027, the flat fee increases by 3% annually.

3. Administration

The Skamania County Adult Probation Officer shall administer this Agreement, oversee performance, coordinate with the Stevenson Municipal Court, prepare required reports, and ensure compliance with applicable regulations.

4. Scope of Services

County shall provide:

- Intake and assessment
- Pre-trial monitoring as ordered by the Municipal Court
- Probation supervision for all court ordered Stevenson defendants
- Violation reporting
- Drug and Alcohol screening and breath testing
- Community service tracking for supervised cases
- Case file management and closure

All services shall follow Washington probation standards and Stevenson Municipal Court orders.

5. Authority of the Court

All supervision is performed under authority of the Stevenson Municipal Court pursuant to RCW 3.50.090. County shall follow all indigency findings, community service conversions, and LFO determinations.

6. Financing, Fees, and Billing

City shall pay County a flat fee of \$1,900 per month in 2026. City shall also remit all probation-related payments collected from defendants monthly. County shall invoice monthly, providing:

- Active case count report
- Invoice for remittances owed (from Court ledger detail report)

The City Administrator may audit County financial records related to this Agreement.

7. Indigent Defendant Obligations

County shall supervise indigent defendants in accordance with *State v. Blazina* and Municipal Court directives.

8. Property

Any property acquired for probation services shall remain County property. Upon termination, County retains ownership unless otherwise agreed.

9. Termination

Either party may terminate with 90 days' written notice. Upon termination:

- City shall remit any outstanding LFO's collected for probation services.
- County shall provide final case status reports.
- Files shall be transferred to City or Municipal Court.

10. Public Records & Data Management

All records produced are subject to RCW 42.56 and court-record retention schedules. County shall assist City in responding to records requests.

11. Insurance

Each party shall maintain liability coverage through insurance or self-insurance and provide certificates on request.

12. Indemnification

Each party is responsible for the acts of its officers and employees. To the extent permitted by law, each party shall indemnify the other for claims arising from its own negligent acts or omissions.

13. Compliance with Laws

Each party shall comply with RCW 39.34 and all applicable federal, state, and local laws.

14. Entire Agreement; Amendments

This Agreement constitutes the complete agreement. Amendments require written approval by both parties.

15. Severability

If any provision is invalid, the remainder remains enforceable.

16. Filing

This Agreement shall be filed or posted as required by RCW 39.34.040.

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

CITY OF STEVENSON

BOARD OF COUNTY COMMISSIONERS

Authorized Representative

Chairman

Title

Commissioner

Commissioner

Attest:

Clerk of the Board

City Clerk

Approved As To Form Only

Adam Kick
Skamania County Prosecutor

Robert C. Muth
City Attorney

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Schedule A – Performance Metrics and Reporting Standards

This Schedule A is incorporated into and made part of the Interlocal Agreement for Probation Services between the City of Stevenson and Skamania County.

1. Reporting Requirements

County shall provide the Stevenson Municipal Court with the following reports:

a. Monthly Supervision Report (including):

- Number of active Stevenson probation cases
- New intakes for the month
- Case closures

b. Annual Performance Reports generated by caseload management program:

- Monthly statistical summary of caseload activity summaries (all county and city cases) for the year (not aggregated)
- Annual active case count report

2. Performance Standards

County shall meet the following minimum performance standards:

a. Timeliness:

- Comply with Municipal Court orders regarding timelines

b. Responsiveness:

- Provide compliance updates upon judicial request

c. Monitoring Standards:

- Conduct Drug and Alcohol testing in accordance with court orders
- Maintain proper chain-of-custody protocols for testing

3. File Management

County shall:

- Maintain complete electronic or physical case files
- Ensure files meet Washington record-keeping standards
- Provide data and information from files to the Court upon request

4. Communications Protocol

County shall:

- Notify the Municipal Court promptly of new law violations
- Coordinate with prosecution and defense counsel as required
- Maintain confidential handling of all probation information consistent with law

5. Quality Assurance and Audits

The City Administrator may:

- Conduct audits of probation billing records
- Request corrective action plans for deficiencies
- Require annual review meetings between the City and County

6. Staffing Requirements

- Probation officers must meet Washington State training standards
- County shall ensure backup coverage during staff vacancies or leave