

INTERLOCAL GOVERNMENT CONTRACT BETWEEN
THE TOWN OF REARDAN
AND
LINCOLN COUNTY
FOR
DISTRICT COURT, PROSECUTOR, AND DEFENSE SERVICES

THIS AGREEMENT is made and executed on this 4th day of April, 2022 by and between the Town of Reardan (hereafter "Agency"), and Lincoln County, Washington (hereafter "County").

PART I

PURPOSE OF AGREEMENT / AUTHORITY

- 1) Counties and towns are responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions under RCW 39.34.180.
- 2) The County has established district court, prosecutor, and defense services.
- 3) The parties believe it is in the interest of both the County and Agency to make the district court, prosecutor, and defense services available to Agency on a contractual basis as set forth herein.
- 4) The Washington Interlocal Cooperation Act, Chapter 39.34 RCW, authorizes governmental units to share existing services. Further, RCW 39.34.080, RCW 39.34.180, and Chapter 70.48 RCW provide a framework outlining the responsibilities of the parties when contracting for services set forth in this Agreement.
- 5) This Agreement hereby supersedes and replaces the following agreements/contracts:
 - a) *AMENDMENT TO INTERLOCAL GOVERNMENT CONTRACT BETWEEN THE TOWN OF REARDAN AND LINCOLN COUNTY FOR JAIL, DISTRICT COURT AND PROSECUTOR SERVICES*, dated March 22, 2001;
 - b) *INTERLOCAL GOVERNMENT CONTRACT BETWEEN REARDAN, WASHINGTON, AND LINCOLN COUNTY FOR JAIL DISTRICT COURT AND PROSECUTOR SERVICES*, dated March 2, 1998; and
 - c) *AGREEMENT FOR POLICE DISPATCH SERVICES*, dated February 16th, 2012.

PART II

DISTRICT COURT, PROSECUTOR, AND DEFENSE SERVICES/COSTS/COMPENSATION

- 1) The purpose of this section of the contract is for the County to provide the Agency with appropriate court, prosecutor, and defense services for the adjudication of criminal, traffic or non-traffic violations, infractions, and ordinance violations filed by Agency and/or in the name of Agency and for the collection of monetary penalties paid therefrom.
- 2) As and for consideration for District Court filing fee costs, District Court costs, costs of defense, and costs of prosecution for each criminal, traffic or non-traffic violations, infractions, and Agency ordinance violations, filed with the court, the Agency agrees to cite all criminal and non-criminal violations and traffic violations under existing state laws, and further shall allow all of any Agency right and interest to fines and forfeitures derived from Agency filings to vest in the County.
- 3) Prosecution, defense, adjudication, and incarceration for Agency municipal violations shall be the responsibility of the County. There shall be no filing fee charged to the Agency for each ordinance violation charged and no filing fee charged to the Agency for each contested trial or hearing resulting therefrom. These fees are included in the consideration set forth in the immediately preceding section.

- 4) The consideration set forth herein shall be the only costs charged to the Agency by the County, District Court, or the Prosecuting Attorney to satisfy the requirements of Chapter 3.62 RCW and RCW 39.34.180 for each Agency action filed in District Court.
- 5) The Lincoln County Prosecuting Attorney will prosecute all violations whether criminal, traffic or non-traffic violations, ordinance violations, and all other infractions occurring within the corporate limits of the Agency and within the jurisdiction of the Agency to prosecute.
- 6) Pursuant to RCW 3.62.050, the Agency shall not be subject to costs of the District Court office spaces, courtrooms, the cost of probation and parole any personnel employment thereof.

PART III

DISPOSITION OF FINES, COSTS, ETC.

- 1) "Certain Costs" as defined in RCW 3.62.040(2) means those cost awarded to prevailing parties in civil actions, under RCW 4.84.010 or RCW 36.18.040, or those costs awarded against convicted defendants in criminal actions under RCW 10.01.160, 10.46.190, or 36.18.040, or other similar statutes if such costs are specifically designated as costs by the court and are awarded for the specific reimbursement of costs incurred by the Agency in the prosecution of the case, including the fees of defense counsel. Monies collected under this subsection shall be remitted by the Clerk of the District Court at least monthly directly to the Town Clerk Treasurer of the Agency to be remitted to the State Treasurer as provided by RCW 43.08.250.
- 2) The Agency supports the implementation of funding of a Lincoln County Probation Department. For the purposes of providing additional funding for the Probation Department, the Agency pursuant to RCW 10.64.120, encourages the District Court, when deemed appropriate, to levy a monthly assessment upon a person in Agency cases for services provided whenever a person is referred by the court to the Probation Department. Lincoln County will retain any assessments collected under this section.
- 3) Penalties, fines, bail forfeitures, fees and costs assessed against defendants may accrue interest at the rate of twelve percent per annum and may be assigned to a collection agency. Interest may accrue only while a case is in collection status.

PART IV

DEFAULT/DISPUTE RESOLUTION

- 1) If either the County or the Agency fails to perform any act or obligation to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

In the event a default continues and/or any dispute arises between the parties, either party may request in writing that the issue be resolved by mediation. The site of the mediation shall be in Lincoln County. The parties shall equally split the expenses of the mediator and the facility for the

mediation. Each party shall otherwise pay its own expenses. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity.

PART V

INDEMNIFICATION

- 1) Agency shall defend, indemnify and hold harmless the County, its officers, agents and employees from any claim, cost, judgment or damages, including attorney's fees and third party claims arising from any Agency action; provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of the County or any officer, agent or employee thereof.
- 2) County shall defend, indemnify and hold harmless the Agency, its officers, agents, and employees from any claim, cost, judgments or damages, including attorney's fees and third party claims arising out of any action or omission of the County, its officers, agents, independent contractors, or employees; provided that this subsection shall not apply to any such claim, cost, judgment, or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the party of the Agency or any officer, agent, or employee thereof.

PART VI

TERMINATION

- 1) This Agreement shall begin as of January 1, 2022, and terminate December 31, 2023. This Agreement shall subsequently automatically renew for subsequent one-year periods, unless written notice of intent to terminate is provided by the terminating party to the other party not less than one (1) year prior to expiration of the agreement.
- 2) The Agency shall have the right to terminate this Agreement for any reason whatsoever upon the giving of one-year written notice to the County of the Agency's intent to terminate and the County shall have the right to terminate this Agreement for any reason whatsoever upon the giving of one-year written notice to the Agency of the County's intent to terminate.

PART VII

CORRESPONDENCE

- 1) Official correspondence in reference to this Agreement shall be directed as follows:

Official contacts to the County:

ATTN: Sheriff
PO Box 367
Davenport, Washington 99122

Official contacts to the Agency:

The Town of Reardan
ATTN: Mayor
PO Box 228
Reardan, Washington 99029

PART VIII

MUTUAL ASSENT

- 1) The undersigned parties, acting as authorized representatives of their respective organizations, hereby express their respective organization's full understanding and acceptance of, and intent to be legally bound by, the mutual obligations and commitments set forth in this Agreement.

In WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

Dated this 11 day of April, 2022.

By: TOWN OF REARDAN

Gail E. Daniels, Mayor

Gail Daniels, Mayor

Dated this 4th day of April, 2022.



ATTEST:

Tara Holden

Tara Holden, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS:

LINCOLN, WASHINGTON

Scott M. Hutsell

Scott Hutsell, Chair

Rob Coffman

Rob Coffman, Commissioner

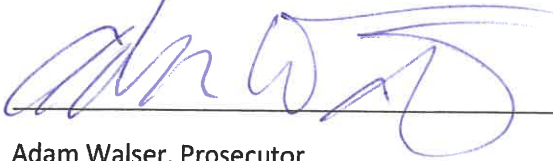


Mark Stedman, Commissioner



Hon Dan Johnson, District Court Judge

APPROVED AS TO FORM:



Adam Walser, Prosecutor