

**INTERLOCAL AGREEMENT FOR DISTRICT COURT SERVICES
BETWEEN THE COUNTY OF OKANOGAN
AND THE TOWN OF ELMER CITY**

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT SERVICES between Okanogan County, Washington ("County") and the Town of Elmer City, ("Town") is entered on this 13th day of June, 2013. Collectively, the County and the Town are referred to as the "Parties."

Whereas, the County and the Town desire to enter into an agreement for provision of District Court services which provides certainty to both parties over time as to the costs incurred and services provided and received; and,

Whereas, RCW 3.62.070, provides for the charging of a filing fee for every civil infraction action filed by cities in county district courts; and,

Whereas, RCW 3.62.070 further provides that such filing fees be established pursuant to an agreement as provided for in chapter 39.34 RCW, the Interlocal Cooperation Act;

NOW, THEREFORE, in consideration of the mutual benefits described herein, the undersigned parties agree as follows:

Section 1. Term. This agreement shall be effective from July 1, 2013 and shall remain in effect until December 31, 2017 subject to automatic renewal for additional five year term, without any need for additional action by either party, under the same terms and conditions, unless terminated or modified pursuant to section 1.1.

1.1 Termination and Review. This agreement is terminable by either party without cause and in its sole discretion if such party provides written notice no later than October 15 of the current contract year. Furthermore, either party may provide notice no later than October 15 of the current contract year indicating a desire to review or modify the agreement for the ensuing calendar year. The party desiring to modify or review the agreement will also provide any written documentation necessary for the parties to adequately evaluate any proposed modifications.

Section 2. Administration. The Court shall be known as the Elmer City Municipal Department of the Okanogan County District Court and shall be administered by the Judges of that Court.

Section 3. Duties of the Town. The Town shall file all civil infractions with the County District Court. The Town shall pay a filing fee of \$35.00 for each new civil infraction filed by its officers or employees, based upon monthly billing statement provided by the court. It will be the Town's responsibility to remit any portion of the revenue collected by

the District Court due and owing to the State of Washington to the proper state agency or entity.

Section 4. Duties of the County. The County agrees to provide all judicial and court services necessary to adjudicate all matters arising from violations of traffic and non-traffic civil infractions in a manner consistent with the laws, regulations, court rules and standard practices of district courts of the State of Washington. This agreement does not provide for prosecution services or any other attorney services on the part of the County, or the services of any department other than the District Court. The District Court shall account for all income generated as a result of the management of such infractions and shall remit the same to the Town on a monthly basis.

Section 5. Dispute Resolution. In the event that a dispute arises under this Agreement the parties shall make a good faith effort to negotiate a resolution. If unable to reach an agreement either party may invoke binding arbitration. If the issue pertains to the fee charged binding arbitration shall be governed by RCW 3.62.070. However, nothing shall prevent the party from extending negotiations or mutually engaging mediation services in an attempt to resolve the dispute.

Section 6. Indemnification.

6.1 Town Ordinances, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administration proceeding is commenced in which the enforceability and/or validity of any Town ordinance, rule or regulation, policy or procedure is at issue, the Town shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and attorney's fees.

6.2 Town Indemnification of the County. The Town shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, which arise out of the Town's acts, errors or omissions with respect to the subject matter of this agreement.

6.3 County Indemnification of the Town. The County shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, which arise out of the County's acts, errors or omissions with respect to the subject matter of this agreement.

6.4. Concurrent Actions. The County or the Town's obligation to indemnify, defend and hold harmless for violations caused by or resulting from concurrent actions or

negligence of the Town and the County shall apply only to the extent that each parties actions or negligence caused or contributed thereto.

6.5. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; (ii) the legal authority of the Town and/or County to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

Section 7. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of the Town a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County employees by virtue of their employment. Nothing in this agreement shall make any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Town employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the Town are acting as City employees.

Section 8. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County:

Sandy Ervin, District Court Administrator
POB 980
Okanogan, WA 98840

To the City:

Renee Tillman, Clerk/Treasurer
Town of Elmer City
P.O. Box 179
505 Seaton Ave
Elmer City, WA 99124

Section 9: Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions thereof, and such other provisions shall

remain in full force and effect. Notwithstanding the forgoing, this agreement shall be subject to re-negotiation as provided for the Section 1.1.

Section 9. Assignability. The rights, duties and obligations of either party to the Agreement may not be assigned to any third party without prior written consent of the other party, which consent shall not be reasonably withheld.

Section 10. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

Section 11. Entire Agreement. This Agreement, inclusive of any exhibits or attachments hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior written or oral understandings, agreements or promises or other undertakings of the parties.

Section 12. Amendment or Waiver. This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the Town and the County. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

Section 13. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 14. Counterparts. This agreement may be executed in two counterparts, and each such counterpart shall be deemed to be an original instrument. Both such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this date pursuant to appropriate authorizing resolutions of each respective party.

TOWN OF ELMER CITY:

By: Mary Jo Carey
Mary Jo Carey, Mayor

Attest: Renee Tillman
Renee Tillman, Clerk/Treasurer

COUNTY OF OKANOGAN by its Board of Commissioners:

By: _____
Jim Detro, Chairperson

By: Sheilah Kennedy 7/2/13
Sheilah Kennedy, Member

By: Ray Campbell 7/2/13
Ray Campbell, Member

Attest: _____
Lalena Johns, Clerk of the Board

Approved as to form: _____
Stephen Bozarth, Civil Deputy Prosecutor

