

**INTERLOCAL AGREEMENT FOR PROVISION OF
MUNICIPAL COURT SERVICES**

THIS AGREEMENT is made on the date below signed, by and between the CITY OF BATTLE GROUND, a municipal corporation, and the CITY OF LA CENTER, a municipal corporation, both existing under the laws of the State of Washington;

RECITALS

- A. **Court System:** The CITY OF BATTLE GROUND currently operates a municipal court under the provision of Chapter 3.50 of the Revised Code of the State of Washington.
- B. **Use of Court:** The CITY OF LA CENTER is desirous of utilizing the municipal court of the CITY OF BATTLE GROUND for traffic infractions, prosecution of criminal offenses and the enforcement of ordinances, and designating it as a CITY OF LA CENTER Municipal Court.
- C. **Interlocal Agreement:** RCW 39.34.080 provides that public agencies may contract with any one or more other public agency to perform any governmental service activity undertaking, which each public agency entering into the contract is authorized by law to perform. Both the CITY OF BATTLE GROUND and the CITY OF LA CENTER are authorized to operate municipal departments under Chapter 3.50 of the RCW.
- D. **Rationale:** The CITY OF LA CENTER currently has its ordinances prosecuted and violations processed through the CITY OF BATTLE GROUND Municipal Court and desires to continue that relationship because the CITY OF BATTLE GROUND is geographically close and will enable the CITY OF LA CENTER to maintain a closer contact with its court system and the CITY OF LA CENTER has been satisfied to date. This Agreement is a continuation of the existing relationship and contains certain amendments thereto.

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Services Provided:** Effective January 1, 2017, through December 31, 2017, the CITY OF BATTLE GROUND will provide all courtroom services sufficient to process all traffic infractions arising under city ordinances and exclusive original jurisdiction for all misdemeanors resulting from violations of City ordinances of the CITY OF LA CENTER as provided in RCW 3.50.020. Services provided by Battle Ground will include the provision of courtroom space, court clerk, court records, fund disbursement and accounting, jury and non-jury trials, public defender services, prosecution services, municipal judge, transport of defendants to jail, itemized billings, and such other matters that may be necessary or incidental to providing court facilities or services. The conduct of jury trials will be as hereinafter provided. CITY OF LA CENTER agrees to confirm the appointment of a municipal judge as provided in Section 8 of this Agreement.

2. **Charges:** The CITY OF BATTLE GROUND will provide the foregoing services for an annual operating fee of \$41,699.00 based on the CITY OF LA CENTER'S pro-rata share of the projected 2015 Municipal Court operating costs as determined by using the 3-year average filings. The CITY OF LA CENTER agrees to pay said sum in equal monthly installments of \$3,474.91 for the calendar year of 2017.

3. **Staffing:** The CITY OF BATTLE GROUND will be responsible for the provision of adequate Court Clerk staffing and is included in the monthly operating charges as described in Section 2 of this agreement.

3. **Jury Trials:** For jury trials, the CITY OF BATTLE GROUND will assess no additional fee; however, the CITY OF LA CENTER will pay any actual jury and/or witness costs and the additional compensation as required by contract to the Judge and Prosecutor.

4. **Prosecuting Attorney:** The office of prosecuting attorney will be provided by the CITY OF BATTLE GROUND and the cost of said prosecutor is included in the monthly operating charges as described in Section 2 of this agreement.

5. **Indigent Defense:** Public Defenders will be contracted with by the CITY OF BATTLE GROUND and the CITY OF BATTLE GROUND will forward all invoices from a Public Defender to the CITY OF LA CENTER for the actual defense expenses.

6. **Warrants:** At the request of the CITY OF LA CENTER, or on its own motion, the Municipal Court of the CITY OF BATTLE GROUND shall issue warrants and maintain warrant files. The CITY OF BATTLE GROUND shall charge an administrative fee of \$12.00 for each warrant issued. The CITY OF LA CENTER Police Department shall be notified by phone as soon

as possible after the issuance of a warrant by the CITY OF BATTLE GROUND Police Department or court clerk.

7. **Citations:** The CITY OF LA CENTER shall provide citations used to summon defendants to court, and the CITY OF LA CENTER shall deliver said citations to the CITY OF BATTLE GROUND Municipal Court within 48 hours of issuance, excepting court holidays.

8. **Municipal Judge:** Pursuant to RCW 3.50.040, the Mayor of the CITY OF LA CENTER will designate as its Municipal Court Judge and Judge Pro-Tem those individuals recommended by the CITY OF BATTLE GROUND as Municipal Court Judges in the City of Battle Ground Municipal Court. The CITY OF BATTLE GROUND will administer the compensation of said Judge and such compensation is included in the operating charges as described in Section 2 of this agreement.

9. **Jail:** The Municipal Judge shall assign the CITY OF LA CENTER's inmates to any contracted jail and the CITY OF LA CENTER shall pay said fees as assessed by the jail.

10. **Work Crew:** Battle Ground Municipal Court has the ability to designate work crew services as an alternative through the CITY OF BATTLE GROUND. Defendants of the CITY OF LA CENTER may also be eligible for work crew. The CITY OF BATTLE GROUND will charge the CITY OF LA CENTER \$30.00 per work crew day a defendant is assigned.

11. **Miscellaneous Pass-Through Costs:** As the CITY OF BATTLE GROUND receives billings from other agencies for miscellaneous costs that are incurred in the prosecution of violations on the CITY OF LA CENTER'S behalf; the CITY OF BATTLE GROUND will bill the CITY OF LA CENTER for said costs. The CITY OF LA CENTER shall pay its own miscellaneous costs which include, but are not limited to, the following:

- a. Interpreter costs for non-English speaking defendants.
- b. Public Defense counsel appointments.
- c. Expert witness or investigator authorized.
- d. Clark County Video Arraignment costs.

12. **Accounting:** The court clerk of the CITY OF BATTLE GROUND will provide monthly accounting to the CITY OF LA CENTER and said accounting shall include billings by citation number not defendant name. The court clerk shall collect all fees, fines, forfeitures and other monies imposed by the municipal court for any violations prosecuted on behalf of the CITY OF LA CENTER which shall be detailed on the revenue worksheet and disbursed monthly to the CITY OF LA CENTER. The CITY OF BATTLE GROUND shall be responsible for deducting any monies required to be submitted to the State of Washington and will account for same.

13. **Ordinances:** The CITY OF LA CENTER shall provide a copy of the CITY OF LA CENTER municipal code or copies of all ordinances on or before their effective date to the CITY OF BATTLE GROUND Municipal Court.

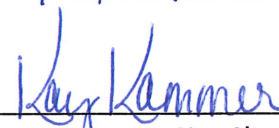
14. **Termination:** Either party may terminate this Agreement by giving one-hundred twenty days' written notice prior to the end of the agreement, which notice shall be effective January 1 of the following calendar year. If, for any reason, the CITY OF BATTLE GROUND Municipal Court is terminated, this Agreement shall become null and void.

MADE AND APPROVED the day and year signed below.

THE CITY OF BATTLE GROUND

DATED: 11/21/2016

By: 
Jeffrey R. Swanson, City Manager

Attest: 
Kay Kammer, City Clerk

THE CITY OF LA CENTER

DATED: 10-15-16

By: 
Greg Thornton, Mayor

Attest: 
Suzanne Levis, Finance Director