

COPY

FILED
Grant County District Court

DEC 22 2004

By: _____ *AK*

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
MOSES LAKE AND GRANT COUNTY FOR THE PROVISION
OF COURT SERVICES WITHIN THE MUNICIPAL
DEPARTMENT OF THE DISTRICT COURT**

THIS AGREEMENT made by and between GRANT COUNTY, a third-class county, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, hereinafter referred to as the "COUNTY" and the CITY OF MOSES LAKE, a municipal corporation of the State of Washington, hereinafter referred to as the "CITY", for the provision of court services to the City's Municipal Department of the Grant County District Court.

RECITALS:

WHEREAS, the CITY has previously petitioned the COUNTY to establish a municipal department of Grant County District Court; and

WHEREAS, the organization of the CITY's Municipal Department was incorporated into Grant County's District Court Districting Plan; and

WHEREAS, the municipal department for the CITY was created by the COUNTY, known as the Municipal Department of the CITY of MOSES LAKE; and

WHEREAS, the CITY desires to continue to utilize the services of the COUNTY's District Court judges to hear cases on violations of the CITY's civil ordinances, and no other matters except as conferred by statute; and

WHEREAS, the parties desire to enter into an agreement defining their rights, duties and liabilities relating to the utilization of the COUNTY's District Court judges to hear cases on violations of the CITY civil ordinances and no other matters except as conferred by statute; and

WHEREAS, the purpose of this Agreement is to provide the CITY with Municipal Court services for the adjudication of violations of CITY civil ordinances and establish a basis for identifying costs, revenues, fines, fees and responsibilities of both parties hereto; and

WHEREAS, the Municipal Court services to be provided by the COUNTY are expressly restricted to the provision of a District Court judge.

COPY

APR 19 1954

Dear Mr. [Name]:

I have received your letter of [Date] regarding [Subject].

I am sorry that I cannot provide a more definitive answer at this time.

The information you requested is currently being reviewed.

I will contact you again once a final decision has been reached.

I appreciate your patience and understanding.

Sincerely,
[Signature]

[Name]
[Title]

[Address]
[City, State, Zip]

NOW, THEREFORE,

For and in consideration on the mutual covenants, agreements, and stipulations contained herein, the CITY and the COUNTY hereby agree as follows:

1. SERVICES.

The COUNTY agrees to provide a District Court judge and necessary support staff to adjudicate violations of CITY civil ordinances and no other matters except as conferred by statute. The County is not responsible for providing a court clerk, public defender, prosecutor nor probation services, should a court with jurisdiction rule that respondents to violations of CITY ordinances and other matters conferred by statute, are entitled to same. The CITY shall provide a clerk at all times when the COUNTY is required, pursuant to this Agreement, to provide a District Court judge for Municipal Court.

The COUNTY will provide, within the CITY's jurisdictional limits, at a suitable location and facilities as noted herein, judicial services for the Municipal Court of the CITY, on a monthly frequency determined in the Grant County District Court Districting Plan, at a time and on day(s) convenient to the District Court judges.

2. FACILITIES.

Pursuant to RCW 3.46.130-140, the CITY is responsible to provide all personnel necessary for a properly functioning Municipal Court, including without limitation, interpreters as required and, security when appropriate. The parties have agreed herein that the COUNTY will provide those personnel other than a court clerk, prosecutor, public defender and probation services. If extraordinary security is required during a session of the Municipal Court the CITY shall provide such security.

3. PAYMENT.

The CITY covenants and agrees to make payment to the COUNTY for the provision of Municipal Court services provided under the terms of this Agreement as follows:

- a. The CITY shall pay the COUNTY \$ 500 per month for services.
- b. Payments shall be due quarterly.
- c. The CITY shall remit payment within thirty (30) days after receipt of the billing from the COUNTY. Said payment shall be directed to Grant County District Court, to the attention of the Court Administrator.

4. GENERAL PROVISIONS.

- a. This agreement shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right to action hereunder for any cause whatsoever.
- b. No agent, employee, servant or representative of the CITY shall be deemed to be an employee of COUNTY for any purpose and no employee of COUNTY or of the District Court shall be deemed an employee of the CITY.
- c. Each party to this Agreement shall act in good faith and shall aid and assist the other in accomplishing the objective of this Agreement.
- d. This Agreement, upon execution by all parties, supersedes all prior contracts and agreements (oral or written) for Municipal Court services between the CITY and the COUNTY.

5. MODIFICATION.

No change or additions to this Agreement shall be valid or binding upon either party unless such change or addition is in writing, signed by both parties.

6. TERM.

This Agreement shall become effective commencing the 1st day of January, 2004, and shall continue in effect through the 31st day of December, 2009. This agreement will continue in force for subsequent years on the terms specified herein unless other terms are negotiated within 90 days prior to the end of the calendar year.

7. NOTICE.

Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the COUNTY at:

Grant County District Court
Court Administrator
PO Box 37
Ephrata WA 98823-0037

Or to the CITY, at:

City Manager
City of Moses Lake

P. O. Box 1579

Moses Lake, WA 98837

Or at such other address as either party may designate to the other in writing from time to time. All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

8. TERMINATION.

- a. **CITY:** The CITY may terminate this Agreement by providing the Court Administrator with written notice of its intent to disband its Municipal Department, no less than one (1) year prior to February 1st of the year in which all Grant County District Court judges are subject to election. **PROVIDED:** the CITY may only terminate its Municipal Department at the end of a four (4) year judicial term.

The CITY may not give the COUNTY the written notice required under this section of the Agreement unless the CITY has a valid agreement with the COUNTY under chapter 39.34 RCW, under which the COUNTY is to be paid a reasonable amount for costs associated with prosecuting, adjudication and sentencing in criminal cases filed in District Court as a result of the termination.

- b. **COUNTY:** The COUNTY may terminate this Agreement by providing council for the CITY written notice at least one (1) year prior to the date of the intended termination.
- c. Termination of this Agreement shall not affect any case, proceeding, appeal or other matter pending in the Municipal Court, or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of termination by either the CITY or the COUNTY.

9. APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

10. INVALIDITY.

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect despite such invalidity or illegality.

EXECUTED this 28th day of DECEMBER, 2004, for GRANT COUNTY:

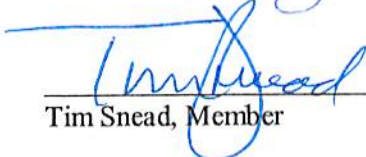
**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**



LeRoy C. Allison, Chair

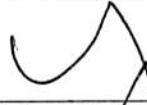


Deborah Kay Moore, Member

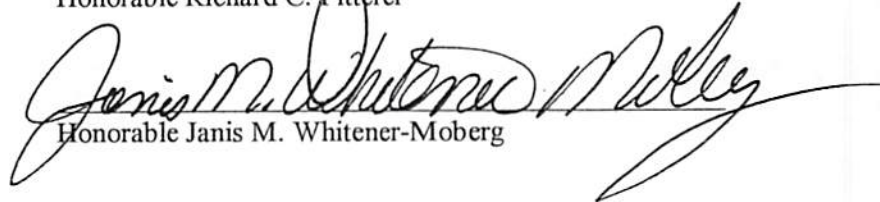


Tim Snead, Member

DISTRICT COURT JUDGES



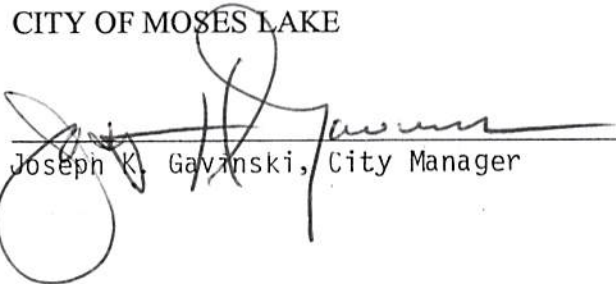
Honorable Richard C. Fitterer



Honorable Janis M. Whitener-Moberg

EXECUTED this 20th day of Dec, 2004, for the CITY OF
MOSES LAKE

CITY OF MOSES LAKE



Joseph K. Gavinski, City Manager

STATE OF WASHINGTON)
)ss.
COUNTY OF GRANT)

SUBSCRIBED and SWORN to before me this _____ day of _____, 2004.

Notary Public in and for the State of Washington
My commission expires: _____



Grant County District Court

Grant County Courthouse
P.O. Box 37
Ephrata, Washington 98823

Telephone: (509) 754-2011 / Fax: (509) 754-6099

Judge Richard C. Fitterer

Judge Janis M. Whitener-Moberg

December 30, 2004

TO: Municipal Departments of Grant County District Court
FROM: Carol Crater, Court Administrator
RE: Interlocal Agreements

Enclosed is a signed COPY of the *Interlocal Agreement between your City and Grant County for the provision of court services within the Municipal Department of the District Court*. First quarter invoicing will begin in January of 2005.

Thank you for your response. Grant County looks forward to serving you in the new year.

MOSES LAKE OFFICE
1525 E. Wheeler Rd., Moses Lake, WA 98837
Mailing: P.O. Box 37, Ephrata, WA 98823
(509) 765-9209 • Fax: (509) 766-5913

PLEASE DIRECT ALL INQUIRIES TO THE EPHRATA OFFICE