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West Richland City Clerk
Benton County, Benton County Auditor's Office

West Richland City Clerk
3801 W. Van Giesen
West Richland, WA 99353

PLEASE PRINT OR TYPE INFORMATION:

Document Title:

Amended and Restated Inter-local Agreement

Grantor(s)(Last name first, first name, middle initials):

1. Benton County
2.
3.
4.

Additional names on page_____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. West Richland
2.
3.
4.

Additional names on page_____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page_____ of document.

Reference Number(s) of documents assigned or released:

2009-026993

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number: **(MUST HAVE 15 DIGITS)**

Property Tax Parcel ID is not yet assigned.
Additional parcel numbers on page_____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Please return recorded document to:

West Richland City Clerk
3801 W. Van Giesen
West Richland, WA 99353

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN BENTON COUNTY AND THE CITY OF WEST RICHLAND FOR DISTRICT COURT SERVICES

THIS AGREEMENT is made this 23 day of June, 2015, by and between the CITY OF WEST RICHLAND, a municipal corporation, hereinafter called "City" and BENTON COUNTY, a political subdivision of the State of Washington, hereinafter called "County."

WHEREAS, the County has an established District Court System; and

WHEREAS, a municipal department of the Benton County District Court for the City was established by the Benton County Commissioners pursuant to the adoption of the Benton County District Court Districting Plan on June 8, 1973, under Chapters 3.38 and 3.46, Revised Code of Washington; and

WHEREAS, in 2009 the City and the County agreed to terminate the City's municipal department and that the County would provide the services of its District Court System to the City pursuant to an Interlocal Agreement authorized by RCW 39.34.180 and executed in July and August of 2009 by the City and the County, respectively; and

WHEREAS, the District Court Districting Plan was amended on August 31, 2009, and is consistent with this Interlocal Agreement; and

WHEREAS, the City currently pays its pro rata share of the Judges' salaries and benefits, the salaries and benefits of the District Court personnel, and all other costs of District Court, except for certain costs expressly identified, based on the City's share of usage of District Court; and

WHEREAS, the County intends to create a Mental Health Court, as authorized by RCW 2.28.180, the additional cost of which will be borne by the County and not allocated to the City; and

WHEREAS, the purpose of this Interlocal Agreement is to amend and restate the parties' 2009 agreement, to exclude the costs of a Mental Health Court from those to be allocated to the City and to set forth the terms of usage of District Court by the City pursuant to RCW 39.34.180; NOW THEREFORE,

BE IT AGREED by and between the parties as follows:

(1) **District Court Services.** The County and its District Court shall furnish to the City the facilities and services of the Benton County District Court for all cases filed by the City in the District Court, over which District Court has jurisdiction, for purposes of enforcing violation of state statutes or city ordinances committed by persons within the City's jurisdiction that constitute gross misdemeanors, misdemeanors, or civil infractions. Nothing in this Agreement shall permit the City to regulate the administration of the court. District Court services shall include the use of the County's Mental Health Court, if any, for City defendants that meet the participation requirements.

(2) **Compensation.**

(a) Calculation of Percentage of Usage. The parties have determined, and do hereby agree, that in return for the facility usage and services of District Court, the City shall pay to the County, the City's pro rata share of the total costs of and overhead of the District Court, including the salaries and benefits of the District Court Judges. This pro rata share shall be an amount equal to the ratio of the total number of violations filed by the City, whether infractions or criminal violations, to the total number of: (1) violations filed by all jurisdictions in the District Court, plus (2) felony complaints filed in District Court, plus (3) small claims cases filed, plus (4) civil cases filed, plus (5) petitions for anti-harassment orders. The payment of such pro rata share of costs by the City constitutes a fair reimbursement to the County for the facility usage and services of District Court, and the parties agree that no separate filing fee shall be required from the City for the cases it files in District Court under this Agreement.

(b) Costs to be Allocated by Percentage. The total costs allocated by paragraph 2(a) above shall include, but are not limited to, the salaries and benefits of the District Court Judges, salaries and benefits of the District Court personnel and all other costs of and overhead for the District Court, excluding: (i) expenditures from the Benton County Probation Assessment Fund, which is separately funded by the payment of probation assessments by criminal defendants as ordered by District Court in criminal cases filed by the City and other jurisdictions; (ii) the costs of public defense for criminal defendants in District Court, which shall be reimbursed by the City pursuant to a separate agreement between the parties; and (iii) the costs of a Mental Health Court established under RCW 2.28.180 that are reflected in a budget separate from the County's General Fund Budget for

expenses payable from the additional sales tax adopted in 2014 for public safety purposes (the "Public Safety Tax Budget").

(c) Time Period for Determining Percentage. The ratio described above in paragraph 2(a) shall for each year be based on the figures for the twelve-month time period consisting of the preceding August through July, unless the Presiding District Court Judge notifies the County and the City that a different 12-month period will be used for such calculations.

(3) **Billings.** The County will invoice the City monthly for the City's pro rata share of the expenses incurred by District Court in the preceding month. All sums due to the County from the City shall be paid within thirty (30) days of mailing of such invoice, via regular mail or electronic mail.

(4) **Distribution of Revenues to the City.** All money received by the District Court pursuant to court action in a case filed by the City, including penalties, fines, bail forfeitures, fees and costs, except as otherwise provided herein, shall be paid by District Court to the City; provided, that the County may retain all money received as payments of assessments for probation costs ordered in the City's cases. The City shall not be entitled to any revenue received by District Court other than revenues received pursuant to court action in a case filed by the City.

(5) **City Obligations with Respect to Revenues.** The District Court shall provide the City a Remittance Summary prepared by the Washington State Administration of the Courts (AOC) for the appropriate time period at the same time it makes a payment to the City under paragraph (4) above. It shall be the City's obligation to pay from the revenues, including interest revenues, that it receives pursuant to paragraph (4) above, all amounts due and owing to the State of Washington and to deposit that portion of the revenues that it retains in accordance with law. The City agrees to hold the County harmless with respect to any claims or allegations that the City has not remitted the required amounts to the State of Washington.

(6) **Term.** This Agreement shall be effective upon execution by the parties and recording with the Benton County Auditor and shall remain in effect through December 31, 2022, unless earlier terminated pursuant to the terms of this Agreement or extended by written amendment.

(7) **Termination and Notice of Termination.** This Agreement is terminable by either party without cause if such party provides written notice of intent to terminate in accordance with RCW 3.50.810 and 35.20.010. Any such notice from the City must be received by the Chairperson of the Benton Board of County Commissioners by the statutorily required date, and any such notice from the County must be received by the Mayor of the City by the statutorily required date.

(8) **Ownership of Property.** All real and personal property used in the operation of District Court has been and shall continue to be acquired by the County, owned by the County and may be disposed of in the discretion of the County.

(9) **Waiver of Binding Arbitration.** Provided that this Agreement is not earlier terminated pursuant to the terms stated above, this Agreement will expire on December 31, 2022, unless a written renewal Agreement is executed prior to such date. The City and the County waive and release any right to invoke binding arbitration under RCW 3.62.070, 35.20.010, 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

(10) **Advisory Committee.** The appropriate costs and overhead of the District Court shall be determined by the County legislative authority. An advisory committee composed of the Chairperson of the Board of Benton County Commissioners or his or her designee, the Presiding Judge of the District Court, the District Court Administrator, and a designee from each city within the County that pursuant to agreement pays a pro rata share of the cost of District Court will meet prior to the adoption of each General Fund Budget by the County to review that portion of the General Fund Budget pertaining to District Court and may make a recommendation on such budget to the County legislative authority. Such committee may also make a recommendation to the Presiding Judge regarding any requested change in the twelve-month period used to allocate costs for the following year.

(11) **Indemnification Regarding City Ordinances.** The City agrees that the County does not assume any liability or responsibility for or release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule, regulation, policy or procedure is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney fees. This provision shall survive the termination of this Agreement.

(12) **General Indemnification.** The City and the County each agree to defend and indemnify the other and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits, and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor or indemnitor. The indemnitor waives its immunity under Title 51 of the Revised Code of Washington solely for the purpose of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

(13) **Captions.** The paragraph and subsection 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.

(14) **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties, including but not limited to the interlocal agreement executed by the parties in 2009 for District Court Services.

(15) **Governing Law.** This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the parties agree that such action shall be brought in a court of competent jurisdiction situated in Benton County, Washington.

(16) **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto 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.

[CONTINUED ON NEXT PAGE]

(17) **Amendment or Waiver.** This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year herein above mentioned.

Date: June 11, 2015

CITY OF WEST RICHLAND

BRENT GERRY, Mayor

Attest:

JULIE RICHARDSON, City Clerk

Approved as to Form:

BRONSON BROWN, City Attorney

Date: 23 June 2015

BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY

JEROME DELVIN, Chairman

SHON SMALL, Commissioner

JAMES BEAVER, Commissioner

Constituting the Board of County Commissioners of Benton County, Washington.

Attest:

CAMI MCKENZIE, Clerk of the Board

Approved as to Form:

RYAN BROWN, Deputy Prosecuting Attorney