



Please return recorded document to:

C81-09

Richland City Clerk
P. O. Box 190 MS-05
Richland, WA 99352

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

THIS AGREEMENT is made this 31st day of August, 2009, by and between the CITY OF 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, the City has requested that its municipal department be terminated and that the County provide the services of its District Court System to the City pursuant to this Interlocal Agreement authorized by RCW 39.34.180; and

WHEREAS, the County is in agreement with the City's request to terminate its municipal department and to provide the facilities and services of its District Court System pursuant to the terms of this Interlocal Agreement; and

WHEREAS, the District Court Districting Committee has recommended to the Board of Benton County Commissioners that the District Court Districting Plan adopted on April 3, 1995, and currently in effect, be amended so as to be consistent with this Interlocal Agreement; and

WHEREAS, in return for the facility usage and services of the Benton County District Court, the City will continue to pay 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 as otherwise provided herein, based on the City's share of usage of District Court; and

WHEREAS, the purpose of this Interlocal Agreement is to terminate the City's municipal department that has been in existence since 1973 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) **Termination of Municipal Department.** The City's municipal department of the Benton County District Court is terminated effective upon (a) the execution of this Agreement by all parties; (b) the adoption of a Districting Plan that is consistent with this Agreement; and (c) the recording of this Agreement with the Benton County Auditor.
- (2) **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.
- (3) **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 3(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; and (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.

- (c) Time Period for Determining Percentage. The ratio described above in paragraph 3(a) shall, for 2009, be based upon the time period of August 1, 2007, through July 31, 2008. For the billings for each subsequent calendar year, the ratio will 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.
- (4) **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.
- (5) **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.
- (6) **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 (5) above. It shall be the City's obligation to pay from the revenues, including interest revenues, that it receives pursuant to paragraph (5) 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.
- (7) **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.
- (8) **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.

- (9) **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.
- (10) **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.
- (11) **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 budget for 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.
- (12) **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.
- (13) **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

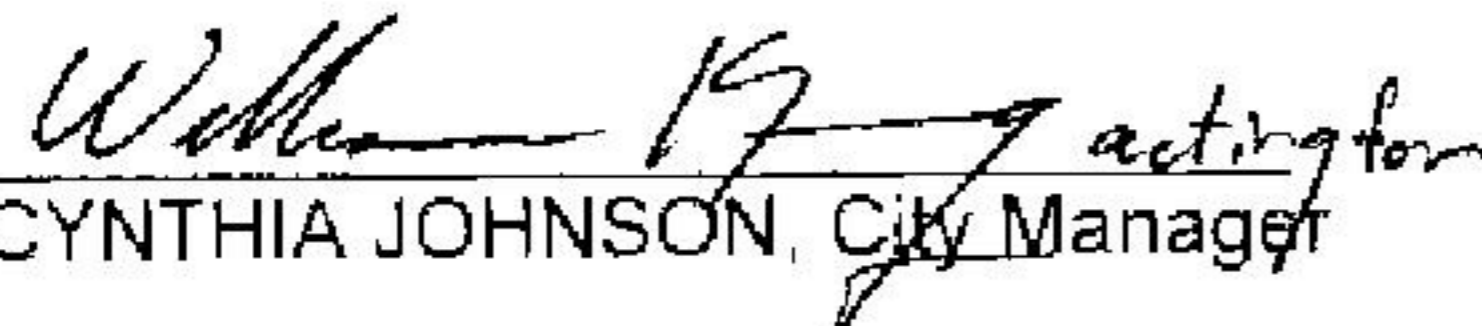
the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor or indemnitor. The indemnitor waives its immunity under Title 51 of the Revised Code of Washington solely for the purpose of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the termination of this Agreement.

- (14) **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.
- (15) **Entire Agreement.** This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supercedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.
- (16) **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.
- (17) **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.
- (18) **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: 7-23-09

CITY OF RICHLAND


CYNTHIA JOHNSON, City Manager

Date: 8-31-09

BOARD OF COUNTY COMMISSIONERS
OF BENTON COUNTY


MAX E. BENITZ, JR, Chairman

INTERLOCAL AGREEMENT

Page 5 of 6

Attest:


DEBRA C. BARHAM, Deputy City Clerk

Approved as to Form:


THOMAS O. LAMPSON, City Attorney


LEO BOWMAN, Commissioner


JAMES BEAVER, Commissioner

Constituting the Board of County
Commissioners of Benton County
Washington

Attest:


CAMI MCKENZIE, Clerk of the Board

Form Approved:


RYAN BROWN, Prosecuting Attorney

RECEIVED

SEP 03 2009 81-09

RIGHLAND CITY ATTORNEY

RESOLUTION 09 568

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING AN AMENDMENT TO THE BENTON COUNTY DISTRICT COURT DISTRICTING PLAN TO AUTHORIZE TWO ADDITIONAL JUDGE POSITIONS

WHEREAS, in the 2009 legislative session the Washington State legislature authorized two additional judicial positions for the Benton County District Court; and

WHEREAS, the District Court Districting Committee was convened pursuant to Chapter 3.38 RCW to consider amending the 1995 District Court Districting Plan to create the two additional judicial positions; and

WHEREAS, the District Court Districting Committee recommended to the Board of Benton County Commissioners a Benton County District Court Districting Plan; and

WHEREAS, the Board of Benton County Commissioners gave notice of and held a public hearing on the proposed plan in accordance with RCW 3.38.030; and

WHEREAS, the Board of Benton County Commissioners agrees with the terms of the Plan recommended by the Benton County District Court Districting Committee, but believe it should reference the Benton County Courthouse, not the Prosser Courthouse; and

WHEREAS, the Board of Benton County Commissioners hereby finds that the attached plan conforms to the standards set forth in chapters 3.30 through 3.74 RCW and is conducive to the best interests and welfare of the county as a whole; NOW THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners hereby approves the attached plan and authorizes the Chairman to execute the same on behalf of the Board.

Dated this 31 day of Aug, 2009

Leo Bowman (Signature) Chairman of the Board

LEO BOWMAN-OPPOSED Chairman Pro-Tem

James Beaver (Signature) Member

Attest: [Signature] Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: District Court; BCPA; file City of Prosser, City of Fennwick, City of Buxton, City of W. Richland

BENTON COUNTY DISTRICT COURT
DISTRICTING PLAN

1. The boundaries of the District Court shall conform to and be coextensive with the boundaries of Benton County as a whole.
2. Five (5) full-time Judges shall serve in the district and no district court commissioners.
3. Five courtrooms located within the Benton County Justice Center shall be provided, as well as an additional courtroom in Prosser. All court records shall be maintained in the office of the District Court Administrator in the Benton County Justice Center and in the District Court office at the Benton County Courthouse.
4. Judges shall sit in Prosser and in the Benton County Justice Center.
5. The District Court may designate divisions to handle municipal cases pursuant to interlocal agreements. There shall be five divisions within the District Court to be designated as follows:
 - a. Division 1 to serve Benton County;
 - b. Division 2 to serve the City of Kennewick;
 - c. Division 3 to serve the City of West Richland;
 - d. Division 4 to serve the City of Prosser;
 - e. Division 5 to serve the City of Richland.
6. The District Court shall be known by the name of the Benton County District Court.
7. Each city for which a division is established within the District Court shall pay a percentage of the total combined salaries of the Judges and the costs and overhead for operation of the District Court in accordance with its interlocal agreement with Benton County.
8. This Districting Plan for the Benton County District Court shall take effect when it is adopted by resolution by the Benton County Board of Commissioners, and shall supercede any prior districting plans.

DATED this 31 day of Aug., 2009.

BOARD OF BENTON COUNTY COMMISSIONERS

By Max Benitz, Jr.
Max Benitz, Jr., Chairman

ATTEST: Carmel [Signature]
Clerk of the Board

Approved as to form:
ANDY MILLER
Prosecuting Attorney

By Ryan K Brown
Deputy Prosecuting Attorney

81-09



Richland

OFFICE OF THE CITY ATTORNEY MS-07

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www.ci.richland.wa.us

July 28, 2009

Benton County Board of Commissioners
P.O. Box 190
Prosser, WA 99350-0190

Re: Resolution Requesting to Terminate Its Municipal Court
Interlocal Agreement for District Court Services

Dear Sirs:

Please find enclosed two original documents of the Interlocal Agreement Between Benton County and the City of Richland for District Court Services. Also, included is a Resolution of the Richland City Council requesting authorization to terminate its Municipal Court under RCW 3.46.

The City requests this matter be put on the appropriate agenda for decision and if appropriate, execution of the Interlocal.

Sincerely,

A handwritten signature in black ink that reads "Thomas O. Lampson". The signature is written in a cursive, flowing style.

Thomas O. Lampson
City Attorney

Cc: Cynthia Johnson, City Manager
✓ Debby Barham, Chief Deputy City Clerk

Enclosures