

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LONG BEACH
AND THE CITY OF ILWACO ALLOWING ILWACO MUNICIPAL
COURT TO UTILIZE PERSONNEL AND THE PHYSICAL PLANT OF
LONG BEACH MUNICIPAL COURT

WHEREAS, the City of Ilwaco, hereinafter referred to as “Ilwaco” and City of Long Beach, hereinafter referred to as the “Long Beach”, are municipal corporations;

Whereas, the City of Ilwaco under the authority under RCW 3.50 has created a Municipal Court;

WHEREAS, the Long Beach and Ilwaco are authorized by RCW 39.34 to contract with one another for the purpose of the operation of a Municipal Court; and

WHEREAS, the Long Beach agrees to provide Municipal Court services to Ilwaco upon the establishment of fees and expenses to be paid to Long Beach for traffic infractions and civil/criminal complaints filed in the Ilwaco Municipal Court;

NOW THEREFORE, BY THIS AGREEMENT, Ilwaco and Long Beach mutually agree as follows:

SECTION 1: GENERAL

1.1 Purpose: The purpose of this Interlocal Agreement is to establish the conditions under which the Long Beach Municipal Court will provide a physical location and court personnel to process cases in the Ilwaco Municipal Court.

1.2 Administration: This Interlocal Agreement shall be administered by the judge of the Long Beach Municipal Court.

1.3 Property: This Interlocal Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

1.4 Financing: There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 2: FILING FEES

2.1 Filing Fees: Ilwaco agrees to pay a filing fee of \$40.00 for each traffic infraction and to pay a filing fee of \$40.00 for each citation/complaint in the Municipal Court for Ilwaco.

2.2 Other Fees: Long Beach shall charge Ilwaco Twenty Five Dollars (\$25) per hour to effectuate the transfer of any cases from South District Court to Long Beach Municipal Court, including hours spent filing or entering existing cases or warrants into any computer network or system.

2.3 Future Filing Fees: Future filing fees which will be paid to Long Beach will be renegotiated by the parties beginning September 15th of each calendar year. The parties agree that the fees and expenses billed to Ilwaco shall fully reimburse Long Beach for the direct and indirect costs that it incurs in carrying out the provisions of this Interlocal Agreement. If the parties cannot reach an agreement regarding fees and expenses, either party may exercise the termination provision under Subsection 3.3.

SECTION 3: DURATION AND TERMINATION

3.1 Duration: This Interlocal Agreement shall be effective upon ratification of the legislative bodies of both Long Beach and Ilwaco and shall be deemed to be in full force and effect from January 1, 2004, to December 31, 2004, and shall be renewed automatically for one year periods commencing January 1 and ending December 31, unless either party invokes Subsection 3.2 or 3.3.

3.2 Annual Termination: If termination under Subsection 3.2 is not invoked, either party may terminate this Interlocal Agreement by sending written notice of termination to the other party no later than November 1st preceding the date of termination. The date of termination is the end of the last day in the calendar year in which a termination notice is properly tendered. If either party properly indicates that it will terminate this Interlocal Agreement at the end of the calendar year the following conditions apply:

- a. Filings shall continue to be made pursuant to this agreement until December 31st, unless otherwise agreed;
- b. All Letterhead and pleading forms designated as Ilwaco shall be returned to Ilwaco by December 31st; and
- c. Cases filed on or before to December 31st shall be completed pursuant to this agreement unless Ilwaco requests that they be transferred. The cost of any transfer shall be borne by Ilwaco.

3.3 Termination Due to Breach of Agreement. If either party breaches any of the provisions herein, the nonbreaching party may terminate this Interlocal Agreement as follows:

- a. The nonbreaching party must notify the breaching party in writing of the breach and the steps that need to be taken to remedy the breach;
- b. The breaching party shall have twenty (20) days from the date of receiving notice of the breach to remedy the breach; and
- c. If the breach is not fully remedied within twenty (20) days, the nonbreaching party may terminate the Interlocal Agreement immediately by delivering written notice of the termination to the breaching party.
- d. If the agreement is terminated due to a breach of the agreement:
 1. Filings shall continue to be made pursuant to this agreement until the

termination date;

2. All letterhead and pleading forms designated as Ilwaco shall be returned to Ilwaco as soon as possible after the termination date; and
3. Cases filed on or before the termination date shall be completed pursuant to this agreement unless Ilwaco requests that they be transferred. The cost of any transfer shall be borne by Ilwaco.

SECTION 4: NOTICE

- 4.1 Notice. Any notice or other communication given hereunder shall be deemed sufficient if it is in writing and delivered personally to the addressee, or delivered by first class mail, postage prepaid, addressed as follows, or to such address as may be designated by the addressee by written notice to the other party:

City of Ilwaco
PO Box 548
Ilwaco, WA 98624

City of Long Beach
PO Box 187
Long Beach, WA 98631

Such notices shall be deemed delivered on the date on which the notice is personally served or on the third day following the date on which the notice was mailed by first class mail, postage prepaid.

SECTION 5: MUNICIPAL JUDGE

- 5.1 Municipal Judge. Ilwaco shall be responsible for appointing a Municipal Court Judge pursuant to appropriate State statutes and its Municipal Code. Ilwaco shall assure that the Municipal Judge is bonded as required by State law.

SECTION 6: PUBLIC DEFENDER

- 6.1 Public Defender. Ilwaco shall be solely responsible for the appointment of the Municipal Public Defender. The Public Defender must be an active member of the Washington State Bar Association. Ilwaco shall ensure that the Public Defender carries sufficient malpractice insurance. Ilwaco shall be solely responsible for any compensation to be paid the Public Defender.

SECTION 7: CITY ATTORNEY

- 7.1 City Attorney. Ilwaco shall be solely responsible for the appointment of the Ilwaco City Attorney/Prosecutor. The Ilwaco City Attorney/Prosecutor must be an active member of the Washington State Bar Association. Ilwaco shall ensure that the City Attorney/Prosecutor carries sufficient malpractice insurance. Ilwaco shall be solely responsible for any compensation to be paid the City Attorney/Prosecutor.

SECTION 8: INDEMNIFICATION/HOLD HARMLESS

8.1 Indemnification/Hold Harmless. In accepting this Agreement, Ilwaco, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless Long Beach and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of Ilwaco or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against Long Beach, its officers, its employees, or any combination thereof, Ilwaco, including its successors or assigns, shall be totally responsible for the costs of defending the suit or action (including attorney fees), and shall fully satisfy any judgment that is rendered against Long Beach, its officers, its employees, or any combination thereof.

SECTION 9: BILLING

9.1 Billing. The City of Long Beach will send Ilwaco each quarter a bill representing the charges herein agreed. The City of Long Beach will transmit revenue due Ilwaco every month. If Ilwaco does not pay any invoice under this interlocal agreement within thirty (30) days after the invoice is delivered to Ilwaco, Long Beach may immediately suspend the services it provides and may seek termination under Section 3.

SECTION 10: NARCOTICS ENFORCEMENT ACTION

10.1 Narcotics Enforcement Action. In the event the designated police agency for Ilwaco engages in narcotics enforcement action which results in a civil or quasi criminal forfeiture action to be instituted in the Municipal Department, Ilwaco agrees to pay Long Beach a filing fee of \$150.00. Ilwaco shall receive any assets forfeited as a result of said action.

SECTION 11: JAIL TIME

11.1 Jail Time. Ilwaco shall be solely responsible for the costs of all jail time which a Municipal Court Judge imposes. Ilwaco also shall be solely responsible for all costs which result from any arrest on warrants issued by a Municipal Court Judge, including all transportation costs incurred by Long Beach in bringing any person to Ilwaco.

SECTION 12: EXPERT WITNESS FEES

12.1 Expert Witness Fees. Ilwaco shall be solely responsible for any expert witness fees, including, but not limited to, the fee for any radar technician or any expert associated with a Driving Under the Influence prosecution.

SECTION 13: EXPENSES

13.1 Expenses. Ilwaco shall be solely responsible for the following expenses:

- Interpreter fees
- Jury costs
- Postage
- Letterhead, envelopes, forms

Warrant fees

These expenses shall be in addition to any fees covered under Section 2, Section 10, Section 11 and Section 12.

SECTION 14: AMENDMENT

14.1 Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SECTION 15: SEVERABILITY

15.1 Severability. If any provision, or any portion thereof, contained in this Agreement is held to unconstitutional, invalid or unenforceable, said. provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon. as possible.

SECTION 16: WAIVER OF CONTRACTUAL RIGHT

16.1 Waiver Of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SECTION 17: ATTORNEY FEES, COSTS, AND VENUE

17.1 Attorney Fees, Costs, And Venue. In the event either party files a lawsuit to enforce the provision of this contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Agreement shall be filed in the Pacific County Superior Court.

SECTION 18: APPLICABLE LAW

18.1 Applicable Law. This Agreement shall be governed by the laws of the State of Washington.

SECTION 19: SUCCESSORS

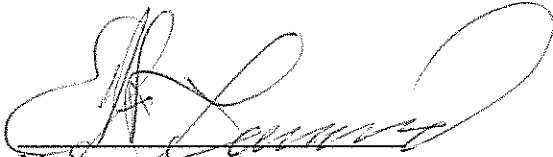
19.1 Successors. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, and assigns.

SECTION 20: COMPLETE AGREEMENT

20.1 Complete Agreement. This Interlocal Agreement constitutes the entire agreement of the parties. There are no oral agreements.

ACCEPTED AND APPROVED:

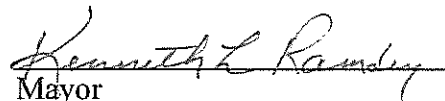
City of Ilwaco



Mayor

December 22, 2003
Date

City of Long Beach



Mayor

1-7-04
Date