

**INTERLOCAL AGREEMENT FOR COURT RELATED SERVICES
BETWEEN KITTITAS COUNTY AND THE TOWN OF SOUTH CLE ELUM**

WHEREAS, The Town of South Cle Elum (Town) has established a municipal court under the provisions of RCW 3.50; and

WHEREAS, RCW 39.34.180 provides that each town is responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offences committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or town ordinance; this statute further provides that each town must carry out these responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services; and

WHEREAS, the Town desires to continue to be directly responsible for providing prosecution and town attorney functions related to town criminal and civil matters; and

WHEREAS, the Town desires to continue with the operation of its own municipal court and contract with the County for the provision of limited services related to the operation of the Town municipal court using County facilities and personnel; and

WHEREAS, the County currently has an operational court facility in Cle Elum, Washington, that is adequate in size and staffing to provide court facilities, staffing and services to the Town.

NOW, THEREFORE, this contract is entered into between Kittitas County ("County") and the Town of South Cle Elum ("Town") in consideration of the mutual benefits to be derived and the terms and conditions set forth below:

1. *Services Provided by County Related to the Operation of the Town Municipal Court.* The County shall provide to the Town 1) the use of the Kittitas County Upper District Court facilities for municipal court use during normal court hours; 2) bailiff and court staff necessary to process all criminal and civil citations filed in the municipal court; 3) administrative staff; 4) supplies, equipment, and materials; 5) probation services; and 6) administration services over this agreement.
2. *Municipal Court Functions Provided by Town.* The Town shall operate its municipal court in the Kittitas County Upper District Court facilities and shall be directly responsible for the provision and payment of the following: a municipal court judge for the Town's municipal cases, court commissioner for the municipal court cases, judge pro tempores for the Town's municipal cases, prosecutor for the Town's municipal cases, court appointed attorneys for the Town's municipal cases, interpreters for the Town's municipal cases, and all jury and witness fees for the Town's municipal cases.
3. *Compensation.* The Town agrees to pay the County \$881.42 per month for the provision of services described in paragraph 1. Payment shall be due on or

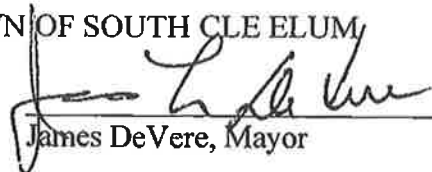
before the 10th day of each month commencing on April 1, 2024. The parties agree that the compensation will be reviewed on an annual basis each January to adjust the compensation based on the prior year's activity. All probation fees collected related to municipal court probation services shall be retained by the County as compensation for probation services. The Town also agrees to reimburse the County for any expenditure made by the County that is a Town provided service described in paragraph 2; provided, however, that if the Town makes use of any County elected or appointed judicial officer to serve in such function. The Town shall not make any payments to any County employees for any services related to the operation of the court; provided, however, if the Town appoints the part time elected Upper District Court Judge to also serve as the part time municipal court judge, the Town may pay such part time elected judge as such additional compensation as the parties agree to provide such services. The County agree to provide the same level of service to the Town to the greatest extent feasible. The County will make reasonable efforts to provide cost estimates for all services to be provided, and adjust the figures based on actual usage.

4. *Staffing.* Kittitas County agrees to provide the same pro rata level of staffing and service to municipal court cases and functions as it does to the district court cases and functions. At least two Upper District Court clerical and/or administrative staff positions shall be designated to perform the functions of the municipal court staff employees as part of their job function. It is understood and agreed, however, that in order to better serve the public, all district court staff will be available to serve the public related to municipal court cases.
5. *Term of Contract.* This contract shall run from January 1, 2024 to January 1, 2025. This contract shall automatically renew on an annual basis unless either party gives written notice on or before October 1 of each year that there will not be a renewal. This contract may be renegotiated by agreement of the parties.
6. *Ownership of Documents.* All municipal court files and other documents maintained for the municipal court are the files of the Town. Upon termination or expiration of this contract, all such files shall be tendered to the Town.
7. *Termination of Contract.* Either party may terminate this contract for public convenience upon 90 days' written notice to the other party.

Dated this 2nd day of April 2024.

TOWN OF SOUTH CLE ELUM

By:


James De Vere, Mayor

ATTEST:

Luanne Osiadacz
Luanne Osiadacz, Town Clerk/Treasurer

Approved as to Form:

Jeff Slothower
Jeff Slothower, Town Attorney

Dated this 16th day of April, 2024.

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON

By: Brett Wachsmuth, Chairman

By: **ABSENT**
_____, Vice Chairman

By: Cory Wright, Commissioner



ATTEST.

[Signature]
Clerk of the Board

Approved as to Form:

PROSECUTING ATTORNEY
KITITAS COUNTY, WASHINGTON

Greg Zempel, Prosecuting Attorney

TOWN OF SOUTH CLE ELUM
WASHINGTON
ORDINANCE NO. 642

**AN ORDINANCE OF THE TOWN COUNCIL OF 'THE
TOWN OF SOUTH CLE ELUM, WASHINGTON,
PROVIDING FOR A MUNICIPAL COURT FOR THE
TOWN OF SOUTH CLE ELUM**

WHEREAS, the Town of South Cle Elum is a town in Washington State organized pursuant to Chapter 35.27 of the Revised Code of Washington; and

WHEREAS, prior to January 1, 2022, the Town of South Cle Elum was a party to an agreement with the City of Cle Elum in which the City of Cle Elum provided law enforcement and municipal court services to the Town; and

WHEREAS, after January 1, 2022, the Town of South Cle Elum entered into an agreement with the Kittitas County Sheriff's Department to provide law enforcement services to the Town of South Cle Elum; and

WHEREAS, the Town of South Cle Elum has attempted, but has been unable to enter into an agreement with the Kittitas County Prosecuting Attorney's Office to provide for court services, and as such the Town of South Cle Elum currently has no court system upon which to rely for the enforcement of the Town of South Cle Elum's Municipal Code; and

WHEREAS, the Town of South Cle Elum has a population of less than four hundred thousand people; and

WHEREAS, the Town of South Cle Elum, after due deliberation, has determined that it is in the citizens of the Town of South Cle Elum's best interest to form a municipal court as provided for under Washington law;

NOW, THEREFORE, the Town Council of the Town of South Cle Elum, Washington, does ordain as follows:

Section 1. Creation of Municipal Court. As authorized under RCW 3.50.010, the Town of South Cle Elum, a town lawfully existing in the State of Washington with a population of less than four hundred thousand, does hereby provide for a court to be known and designated as a municipal court, which shall be entitled "The Municipal Court of the Town of South Cle Elum", hereinafter referred to as "Municipal Court", which Municipal Court shall have the jurisdiction and shall execute all powers authorized in Chapter 3.50 Revised Code of Washington, together with such other powers and jurisdictions as are generally conferred upon such courts in the State of Washington by common law or by express statute, or as allowed by RCW 3.50.010 and pursuant to RCW 3.50.020, the Municipal Court

of the Town of South Cle Elum shall have jurisdiction over all matters that are authorized under RCW 3.50.020.

Section 2. Municipal Court Judge. Pursuant to RCW 3.50.040, within thirty (30) days of the effective date of this ordinance the Mayor shall appoint a part-time judge or judges of the Municipal Court for a term of four (4) years, and which judge shall be a citizen of the United States of America and of the State of Washington, and shall be an attorney admitted to practice law before the courts of record of the State of Washington, and who may be a district court judge because the Town of South Cle Elum Municipal Court judge is not required to serve full time. In the event the Mayor appoints a district court judge as a part-time Municipal Court judge of the Town of South Cle Elum's Municipal Court, the Town of South Cle Elum shall pay a pro rata share of the district court judge's salary, all as authorized by RCW 3.50.040.

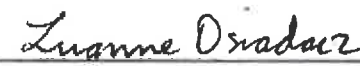
Section 3. Effective Date. Pursuant to RCW 3.50.060, this ordinance is adopted on or before December 1, 2023, and this ordinance will take effect on January 1 of 2024.

ADOPTED BY THE TOWN COUNCIL AT A REGULAR MEETING THEREOF ON THE 21st DAY OF November, 2023.

TOWN OF SOUTH CLE ELUM


James De Vere, Mayor

ATTEST/AUTHENTICATED:


Luanne Osiadacz, Town Clerk/Treasurer

Approved as to form:


Jeff Stoltower
Town Attorney

Filed with the Town Clerk: 11/22/2023

Passed by the Town Council: 11/21/2023

Ordinance No. 642

Date of Publication: 11/30/2023

Effective Date: 01/01/2024