

WALLA WALLA CITY/COUNTY
COURT SERVICES AGREEMENT

1. Parties

1.1 The County of Walla Walla (County) is a Washington County organized under the laws of the State of Washington.

1.2 The City of Walla Walla (City) is a non-chartered code city organized under the laws of the State of Washington.

1.3 The Walla Walla County District Court is a court of limited jurisdiction organized pursuant to Title 3 of the Revised Code of Washington.

2. Purpose

2.1 The Municipal Court of Walla Walla was a municipal department of the Walla Walla County District Court established pursuant to Chapter 3.46 of the Revised Code of Washington.

2.2 The parties entered into a court consolidation agreement in 1996, and the Municipal Court was terminated and consolidated with the Walla Walla County District Court. The parties entered into a court consolidation agreement as a result of the termination of the Municipal Court which was approved by City resolutions 96-74 and 97-1.

2.3 The time has come to renew the agreement for court services, and the parties have mutually agreed upon terms for renewal under which the County will be paid a reasonable amount for the costs and expenses associated with the handling and disposition of cases filed in Walla Walla County District Court.

2.4 The parties do not intend that this agreement be construed as a repeal of that portion of the Walla Walla Municipal Code which defines crimes, and the City shall retain the prosecution of offenses defined as crimes by the Walla Walla Municipal Code. The parties do not intend that the City pay the County for costs associated with the prosecution or defense of cases filed by the City in Walla Walla County District Court as a result of the court consolidation.

3. Duration

3.1 This agreement shall be in effect for the period commencing on January 1, 2007 and expiring on the second Monday in January of 2015 or the end of the 2011-2014 district court judicial term, whichever occurs first.

4. Organization and Administration

4.1 Organization

The Walla Walla County District Court shall be organized in accordance with Title 3 of the Revised Code of Washington and any other applicable laws.

4.2 Administration

The Walla Walla County District Court shall be administered by the judge or judges thereof.

4.2.1 The City shall have no right to direct or control the personnel, employees, and agents of the Walla Walla County District Court. Such parties shall be employed or retained by County in its sole discretion and subject only to its supervision and

control. The City shall have no responsibility or liability to or for such personnel, employees, and agents of the Walla Walla County District Court.

5. Property

5.1 This agreement does not provide for the acquisition, holding, or disposal of real or personal property.

5.2 All real and personal property used in the operation of the Walla Walla County District Court shall be acquired, held, and disposed of in the name of the County.

5.3 The cost of all real and personal property shall be the sole responsibility of the County.

5.4 The County shall own any said property or interests therein.

6. Financing and Budget

6.1 There shall be no financing of any joint or cooperative undertaking pursuant to this agreement.

6.2 The budget for the Walla Walla County District Court shall be established by the Walla Walla County Commissioners in the manner provided by law.

6.2.1 The costs and expenses of the Walla Walla County District Court shall not include the cost of any capital improvements.

6.2.2 The costs and expenses of the Walla Walla County District Court shall not include the cost of prosecution of cases filed in the Walla Walla County District Court.

6.2.3 The costs and expenses of the Walla Walla County District Court shall

not include the cost of defense of cases filed in the Walla Walla County District Court.

6.3 Preliminary Budget

No later than September 1 of each year, the Walla Walla County District Court shall prepare and provide to the parties a proposed budget for the succeeding calendar year.

6.3.1 The parties shall review the proposed budget between September 1 and September 30.

6.3.2 Upon such review, the parties shall agree upon the reasonable and necessary costs and expenses of the Walla Walla County District Court for the succeeding calendar year.

6.3.3 If the parties are unable to reach agreement by September 30 upon the reasonable and necessary costs and expenses of the Walla Walla County District Court for the succeeding calendar year, they shall be deemed to have entered into an agreement to submit such issues to arbitration under Chapter 7.04 of the Revised Code of Washington.

6.4 Budget

No later than December 31 of each year, the County shall provide to the City an approved budget for the Walla Walla County District Court for the succeeding calendar year.

6.5 Payments

The City shall pay its pro-rata share of the reasonable and necessary costs and expenses of the Walla Walla County District Court, as determined by either mutual

agreement or arbitration, to the County in installments as follows:

6.5.1 The County shall bill the City quarterly in January, April, July, and October of each year for the City's pro-rata share of the reasonable and necessary costs and expenses of the Walla Walla County District Court for the current year.

6.5.2 The City shall pay the County quarterly within thirty (30) days of receipt of an invoice for the City's pro-rata share of the reasonable and necessary costs and expenses of the Walla Walla County District Court for the prior quarter.

7. Allocation of costs and expenses

7.1 Walla Walla District Court costs and expenses shall be separated into three categories: (1) utilities, (2) probation costs and expenses, and (3) general costs and expenses.

7.2 Utilities

Utility costs and expenses shall consist solely of reasonable and necessary charges incurred by the Walla Walla District Court for (a) electricity, (b) natural gas, (c) water, (d) sewer, (e) sanitation (a/k/a garbage disposal service). The pro-rata share of the City for utility costs and expenses shall be fifty percent (50%) of the reasonable and necessary charges. The pro-rata share of the County for utility costs and expenses shall be fifty percent (50%) of the reasonable and necessary charges.

7.3 Caseload allocation method

Between June 1 and June 30 of each year, the Walla Walla County District Court shall prepare information regarding the categories, types, and number of cases filed in the

Walla Walla County District Court for the preceding 60 month period (June 1 through May 31) using the District and Municipal Court Information System (DISCIS) or such other method which may be agreed upon by the parties.

7.3.1 Categories

Cases shall be separated into two categories: (a) cases in which the City is a party, and (b) cases in which either the State of Washington or the County is a party. Any case in which both the City and either the State of Washington or the County is a party, shall be considered a case in both category (a) and category (b). Any case in which neither the City, the State of Washington, nor the County is a party shall be considered a case in category (b).

7.3.2 Case types

Cases shall be classified by the following types: (a) traffic, (b) criminal traffic, (c) non-traffic criminal, (d) parking, and (e) civil.

7.3.3 The information prepared by the Walla Walla County District Court shall identify the number of each type of case filed for each category.

7.3.4 The Walla Walla County District Court shall provide the information required by paragraph 7.3 herein to the parties no later than July 1 of that year.

7.4 Probation costs and expenses

Probation costs and expenses shall consist solely of the reasonable and necessary salary and benefits paid to the probation officer and the assistant probation officer. The pro-rata shares of probation costs and expenses shall be calculated by comparing the total

number of criminal traffic and non-traffic criminal cases in which the City was a party for the preceding 60 month period as provided in sub-paragraphs 7.3.1, 7.3.2(b)&(c), and 7.3.3 against the total number of cases criminal traffic and non-traffic criminal cases in which either the State of Washington or County was a party for the preceding 60 month period as provided in sub-paragraphs 7.3.1, 7.3.2(b)&(c), and 7.3.3. The pro-rata shares calculated pursuant to this paragraph shall be the pro-rata shares of the City and County for the succeeding calendar year for probation costs and expenses.

7.5 General costs and expenses

With the exception of utilities, probation costs and expenses, and other costs and expenses excluded by this agreement, the remainder of the actual reasonable and necessary costs and expenses ordinarily budgeted for operation of the Walla Walla District Court shall be considered general costs and expenses, and the pro-rata shares of the City and County for general costs and expenses shall be calculated as provided herein.

7.5.1 Each category of case described in subparagraph 7.3.2 shall be weighted. The number of cases filed during the preceding 60 month period shall be multiplied by the following factor for each type: (a) traffic: 10.5, (b) criminal traffic: 22.5, (c) non-traffic criminal: 25.5, (d) parking: 4.5, and (e) civil: 22.

7.5.2 The pro-rata shares shall be calculated by comparing the total number of cases in which the City is a party for the preceding 60 month period as provided in subparagraphs 7.3.1 and 7.3.3, weighted as provided in paragraphs 7.3.2 and 7.5.1, against the

total number of cases in which either the State of Washington or County is a party for the preceding 60 month period as provided in sub-paragraphs 7.3.1 and 7.3.3, weighted as provided in paragraphs 7.3.2 and 7.5.1. The pro-rata shares calculated pursuant to this paragraph shall be the pro-rata shares of the City and County for the succeeding calendar year for general costs and expenses.

8. Review and Renewal

8.1 The parties shall review the amount of the payments to be made under this agreement every two years, commencing two years after this agreement becomes effective. The parties shall conduct this review between February 1 and March 1.

8.1.1 At each bi-annual review, the parties shall review the costs and expenses of the Walla Walla County District Court.

8.1.2 At each bi-annual review, the parties shall review the information regarding the type and number of cases filed in the Walla Walla County District Court.

8.1.3 At each bi-annual review, the parties shall review the costs and amount of Court resources required for disposition of each type of case filed in the Walla Walla County District Court.

8.2 Upon each such review, the parties shall agree upon such modifications to paragraph 7 of this agreement as may be necessary to adjust the payments made by the City to the County to ensure that said amount is reasonable for costs and expenses associated with the disposition of cases filed in Walla Walla County District Court.

8.3 If the parties are unable to reach agreement by March 1 on the terms of such modifications to paragraph 7 of this agreement, they shall be deemed to have entered into an agreement to submit such issues to arbitration under Chapter 7.04 of the Revised Code of Washington.

8.4 Pending conclusion of any such arbitration proceeding, the terms of this agreement, as last modified, shall remain in effect.

8.5 With the exception of paragraphs 6 and 7, all other provisions of this agreement shall automatically renew upon each bi-annual review, and modification of such provisions shall not be subject to arbitration.

9. The City shall have no obligation to pay any cost or expense arising out of the operation of the Walla Walla County District Court except as provided in paragraphs 6 and 7 herein.

9.1 The City shall not be charged any additional filing fees.

10. Court Revenues

10.1 Revenues of the Walla Walla County District Court shall be handled in accordance with Chapter 3.62 of the Revised Code of Washington and any other applicable laws.

11. Modification and Termination

11.1 The parties may modify or terminate this agreement by mutual consent at any time. Either party may unilaterally terminate this agreement as provided in section 3.50.810

of the Revised Code of Washington.

11.2 Upon termination of this agreement, all property of the Walla Walla County District Court shall remain the property of the County, and the County may dispose of said property in its sole discretion.

12. Applicable Law

12.1 This agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

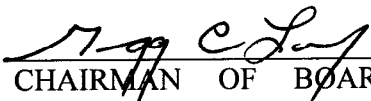
13. Jurisdiction and Venue

13.1 Any dispute or proceeding arising out of this agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

13.2 Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

2007. Dated this 5th day of February,

COUNTY OF WALLA WALLA


CHAIRMAN OF BOARD OF
WALLA WALLA COUNTY
COMMISSIONERS

COUNTY OF WALLA WALLA

absent
WALLA WALLA COUNTY
COMMISSIONER

COUNTY OF WALLA WALLA

Gregory A. Tompkins
WALLA WALLA COUNTY
COMMISSIONER

State of Washington
County of Walla Walla

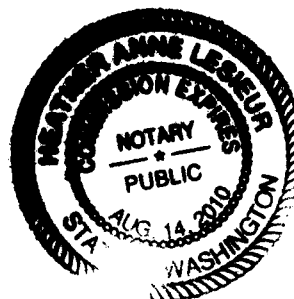
On this 5th day of February, 2007, before me personally appeared ~~David Carey~~, Gregg Loney, and Greg Tompkins to me known to be the Commissioners of the County of Walla Walla that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said County of Walla Walla, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the County of Walla Walla.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Heather Anne Lesieur
Notary Public for the State of
Washington residing at Walla Walla

My appointment expires: 8-14-2010

W.W. CITY/COUNTY
CT. SVS. AGMT.:



2007.

Dated this 16th day of February.

CITY OF WALLA WALLA

Duane Cole
DUANE COLE
CITY MANAGER

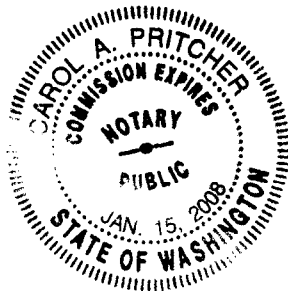
State of Washington
County of Walla Walla

On this 16th day of February, 2007, before me personally appeared Duane Cole, to me known to be the City Manager of the City of Walla Walla that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Walla Walla, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Walla Walla.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

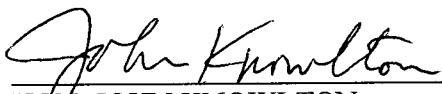
Carol A. Pritcher
Notary Public for the State of
Washington residing at Walla Walla

My appointment expires: 1-15-2008



W.W. CITY/COUNTY
CT. SVS. AGMT.:

WALLA WALLA COUNTY
DISTRICT COURT

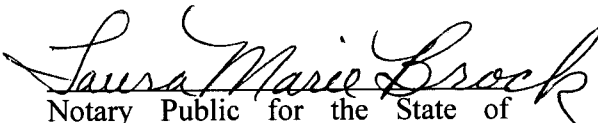


HON. JOHN KNOWLTON
JUDGE

State of Washington
County of Walla Walla

On this 6 day of February, 2007, before me personally appeared John Knowlton, to me known to be the District Court Judge of the Walla Walla County District Court that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said Walla Walla County District Court, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Walla Walla County District Court.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for the State of
Washington residing at Walla Walla

My appointment expires: 11-19-07

