

**INTERLOCAL AGREEMENT FOR THE FUNDING OF THE COURT
ADMINISTRATOR/RECORDER AND SENIOR COURT
ADMINISTRATOR/RECORDER/COURT FACILITATOR FOR THE SUPERIOR
COURT OF THE COMBINED JUDICIAL DISTRICT OF PACIFIC AND WAHKIAKUM
COUNTIES**

THIS AGREEMENT is entered into on the last of the dates of signature below, by and between the County of Pacific, a political subdivision and municipal corporation of the State of Washington (hereinafter referred to as Pacific), and the County of Wahkiakum, a political subdivision and municipal corporation of the State of Washington (hereinafter referred to as Wahkiakum).

IT IS MUTUALLY AGREED BY AND BETWEEN THE ABOVE PARTIES THAT:

1. **Authority:** This Agreement is entered into pursuant to the provisions of the Interlocal Cooperation Act, Chapter 39.34 RCW.
2. **Background:** By virtue of Joint Resolution # JR 89-01 adopted by the County Commissions of Pacific and Wahkiakum Counties in January, 1989, the position of Court Reporter/Administrator was created, and in 1998, the position of Assistant Court Administrator was added. In 2015, the position of Court Reporter/Administrator was retitled Court Administrator/Recorder. In 2023 the parties agreed to provide the services of a Courthouse Facilitator pursuant to RCW 26.12.240 and RCW 11.130.165. The parties agree that the function of Courthouse Facilitator will be provided by the Assistant Court Administrator, who will take on these duties with additional education and an increase in pay. As a result, the new position title is Senior Court Administrator/Recorder/Court Facilitator. Both positions will provide services to, in, and for both Pacific and Wahkiakum, and hereafter will be referred to collectively as the Administrative Staff.
3. **Responsibilities:** The Administrative Staff shall be employees of Pacific. Pacific shall have full responsibility and authority with respect to personnel management of the Administrative Staff, including, but not limited to, the setting of wages, benefits, hours, working conditions, recruitment, selection, hiring, discipline, and discharge.
4. **Consideration:**
 - a. Pursuant to the Interlocal Agreement between the parties executed April 12, 2016, Wahkiakum pays Pacific for its proportionate share of salary and benefits for the Administrative Staff according to the apportionment formula set forth in RCW 2.32.210, with the following adjustments:
 - i. Annually, the Wahkiakum court clerk shall track the number of dissolutions that are "mail-in" and report the number for the previous year to the Court Administrator/Recorder no later than January 31st of that year.

- ii. The Court Administrator/Recorder shall deduct the number of “mail-in” dissolutions from the total filings reported by the Washington State Administrative Office of the courts for Wahkiakum and then run the apportionment formula.
 - iii. An additional 2% will be added to the annual percentage attributed to Wahkiakum.
 - b. To reflect additional Courthouse Facilitator duties, the Senior Court Administrator/Recorder/Court Facilitator’s pay grade has increased by fourteen and forty-seven one-hundredths per cent (14.47%), or approximately \$725 per month. The counties anticipate that, because of the proportionally higher number of domestic relations cases filed in Wahkiakum, the Courthouse Facilitator duties will be utilized more often for Wahkiakum cases. Therefore, the salary increase will be paid thirty per cent (30%) (two hundred seventeen dollars and fifty cents (\$217.50)) by Pacific County and seventy per cent (70%) (five hundred seven dollars and fifty cents (\$507.50)) by Wahkiakum for the period beginning September 1, 2023 and ending December 31, 2023. Thereafter, that increased salary amount shall be additionally increased by the fourteen and forty-seven one-hundredths per cent (14.47%) proportionate amount of any COLA percentage, any step and longevity adjustments, and any increased amount of benefits for the Senior Court Administrator/ Recorder/Court Facilitator’s salary, and paid thirty per cent (30%) by Pacific and seventy per cent (70%) by Wahkiakum.
5. **Payment:** Pacific’s Auditor shall bill Wahkiakum in accord with the provisions of this agreement on a quarterly basis. Wahkiakum shall pay Pacific within thirty (30) days of Wahkiakum’s receipt of an invoice billing from Pacific.
 6. **Effective Date:** The effective date of this agreement shall be September 1, 2023, regardless of the date on which it is signed.
 7. **Termination:** This agreement may be terminated, with or without cause, effective on January 1 of any calendar year, PROVIDED that written notice of said termination must be delivered to the County Auditor of the other party on or before November 1 of the previous year. For budget planning purposes, Pacific shall provide Wahkiakum’s Auditor with an estimate of Wahkiakum’s share of the cost for the next succeeding calendar year on or before October 15 of each year.
 8. **Interlocal Agreement Takes Precedence:** Insofar as this agreement may conflict with any provision of Joint Resolution 89-01, the Agreement for Services between Pacific and Wahkiakum entered into November 1, 1997, and Amendment #1 thereto entered into April 12, 2016, the terms of this Interlocal Agreement shall control.
 9. **Filing:** Copies of this agreement shall be filed as required by RCW 39.34.040.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
WAHIAKUM COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Gene Strong, Chair

Lisa Olsen, Chair

Daniel L. Cothren, Member

David Tobin, Member

Lee Tischer, Member

Jerry Doyle, Member

ATTEST:

ATTEST:

Beth Johnson
Clerk of the Board

Amanda Bennett
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Wahkiakum Co. Prosecutors Office WSBA#

Pacific Co. Prosecutors Office WSBA#