

WARRANT PROCESSING AGREEMENT

This agreement made and entered into this 27th day of DECEMBER, 2023, is by and between Lewis County, a political subdivision of the State of Washington and a municipal corporation (referred to herein as "County") and the City of Winlock, a municipal corporation (referred to herein as "City"). This agreement is made pursuant to authority conferred by Ch. 39.34 RCW and other state law.

WHEREAS the County and City each have general authority Washington law enforcement agencies and each employ police officers having authority to execute arrest warrants and serve domestic violence and harassment orders;

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties mutually agree as follow:

1. GENERAL: That the Lewis County Sheriff's Office shall provide administrative services with respect to domestic violence and harassment orders issued by the Superior and District Courts of Lewis County and with respect to warrants issued by the Municipal Court of the City of Winlock. Such services shall include maintenance of custody during the life of such warrants and related services pertaining to reporting into the State WACIC system, notification of city peace officers of the warrants and other services as detailed herein.

2. PAYMENT: The City shall pay County \$20 for each warrant and harassment/protection order delivered to custody of County from and after January 1, 2024. The County shall bill City quarterly for any and all warrants and orders processed in the ensuing quarter. City shall issue its payment no

more than 15 days after billing in January, April, July, and October, for warrant services.

3. **DURATION:** The duration of this agreement shall be from the first (1st) day of January, 2024, until the thirty-first (31st) day of December, 2024, provided that this agreement shall be renewed on a yearly basis thereafter unless otherwise modified or terminated, provided that the renegotiation of the fees and charges recited herein shall be conducted at the request of either party no later than September 1st to be included in the budget process for the succeeding year.

4. **COUNTY'S DUTIES:** County shall physically locate all warrants in the Lewis County Jail.

The County Sheriff's Office shall:

- a. Complete a warrant worksheet and file all warrants by name in a central repository in the Lewis County Jail.
- b. Enter all warrants into the WACIC system within three days of receipt from the City Municipal Court and shall make all data entry changes on all such warrants by the end of the next business day as necessary for clearing, canceling, and modifying such warrants and shall audit all files to WACIC specifications.
- c. Provide immediate confirmation of all warrants on file on a 24 hour per day basis.

- d. Provide teletype copies of warrants on file to all law enforcement agencies not in Lewis County when needed in connection with the arrest of a subject on the basis of a Winlock Municipal Court warrant.
- e. Notify the Winlock Court when a subject is arrested on the warrant outside of Lewis County and the subject is returned to Lewis County Jail.
- f. Maintain files for all domestic violence, harassment orders, and no contact orders issued by the Superior Court, District Court and Municipal Court on individuals who reside within the corporate city limits of the City of Winlock.
- g. Remove from the statewide computer (Access/WACIC) any quashed, recalled or invalid warrants or orders within eight business hours of the City's notification to the County a warrant has been quashed, recalled or invalid.

5. CITY'S DUTIES:

The City Municipal Court shall:

- a. Transfer warrants issued by the Winlock Municipal Court to the Lewis County Jail.
- b. Receive from the Lewis County Jail and return all served, quashed, canceled or recalled warrants.

- c. **Serve as necessary domestic violence and harassment orders on individuals residing within the corporate limits of the City of Winlock.**
- d. **The City shall notify the warrants division at the Lewis County Jail on the same day the judge orders such warrant or order quashed, recalled or invalid. Notification as used in this section may be written, via facsimile or by other electronic means providing a record.**

6. DEFENSE AND INDEMNITY AGREEMENT: City agrees to defend, indemnify and save harmless the County, its appointed and elective officer and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof whether such injury to persons or damage to property is due to the negligence of the City, its subcontractors, its successor or assigns, or its agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided therein.

7. **DISCLAIMER:** Nothing in this agreement shall be construed as to infer any responsibility on the part of the Lewis County Sheriff's Office to transport prisoners to and from Winlock Municipal Court.

8. **MODIFICATION:** Modification of this agreement may be accomplished by written agreement between the County and the City, and no oral understandings or agreements shall suffice to alter the terms of this agreement.

9. **TERMINATION:** Termination of this agreement by either party may be accomplished upon thirty (30) days written notice to the other party stating the reason for said termination.

10. **PROPERTY:** It is not anticipated that any real or personal property will be jointly acquired or purchased by the parties solely because of this agreement.

In witness whereof, the parties hereto have executed this agreement to become effective as provided herein.

Attest

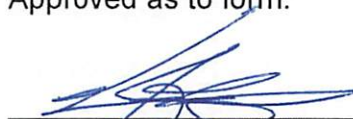
City of Winlock



City Clerk


Mayor

Approved as to form:

Lewis County by:


City Attorney


Robert R. Snaza, Sheriff
Lewis County Sheriff's Office

Approved as to form:


Deputy Prosecuting Attorney