

**INTERLOCAL AGREEMENT FOR COURT ADMINISTRATION SERVICES
BETWEEN CITY OF NAPAVINE AND CITY OF WINLOCK**

THIS AGREEMENT for Court Administration Services is made and entered into this 1st day of January, 2024, by and between the CITY OF NAPAVINE, a Washington municipal corporation, with its principal offices at 407 SW Birch Ave, Napavine, WA 98532, hereinafter referred to as “Napavine”, and the CITY OF WINLOCK, a Washington municipal corporation, with its principal offices at 323 NE 1st St, Winlock, WA 98596, hereinafter referred to as “Winlock.” This Agreement is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW).

RECITALS:

WHEREAS, both Winlock and Napavine operate municipal courts; and

WHEREAS, Winlock provides municipal court services to the City of Toledo pursuant to a separate interlocal agreement; and

WHEREAS, Winlock currently does not have a Court Administrator; and

WHEREAS, Napavine’s Court Administrator has been providing Court Administration services since approximately the middle of December 2023; and

WHEREAS, Winlock desires to contract with Napavine to provide such Court Administration services to Winlock for a temporary time until Winlock is able to hire a new Court Administrator or until other arrangements are made; and

WHEREAS, the Parties hereto understand, acknowledge, and agree this Agreement is intended to be temporary, and is not to be of a permanent nature; and

WHEREAS, Napavine is capable of providing, and is willing to provide, Court Administration services to Winlock; and

WHEREAS, Napavine and Winlock understand, acknowledge, and agree that each are empowered to enter into this Agreement under the Interlocal Cooperation Act, as codified in Chapter 39.34 RCW.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION. The Agreement shall take effect on January 1, 2024, or as soon thereafter as all of the following events have occurred (“Commencement Date”):
 - 1.1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;
 - 1.2. Execution of the Agreement by the duly authorized representative of each of the Parties; and
 - 1.3. Filing a copy of this Agreement with the County Auditor or posting a copy of this Agreement to the Parties websites as required by RCW 39.34.040.
2. TERMINATION. This Agreement shall terminate as follows:
 - 2.1. On December 31, 2024, at 11:59 p.m.; or
 - 2.2. On a specific date and time, upon written mutual agreement of Napavine and Winlock; or

2.3. Either party may terminate this Agreement at any time, without cause, by delivering ten (10) days or more written Notice of Termination to the other Party's Notice Representative as set forth in Section 8 of this Agreement. Such Notice of Termination shall be delivered during normal business hours, Monday through Friday (holidays excepted). In the absence of the Party's Notice Representatives, Notice of Termination shall be given by conspicuously affixing such Notice to the front door of City Hall, and by mailing such Notice, first class, postage prepaid to said party. Said Notice of Termination shall specify the date of termination.

This Agreement may be renewed only by written agreement approved by both Winlock City Council and Napavine City Council.

3. **PURPOSE.** The Purpose of this Agreement is to provide municipal court administration services to the City of Winlock, including personnel as reasonably necessary to adjudicate criminal charges, civil matters and infractions in conformance with Winlock Ordinances, state law, court rules, and other governmental authorities.
4. **SERVICES.** Napavine shall provide Court Administration services for the citizens of Winlock, to include the following:
 - 4.1. Provide Court Administration services for Winlock which are normally and routinely provided by Napavine, including but not necessarily limited to, filing, processing, adjudication, enforcement, collection of fees, fines, penalties, costs, and restitution for all Winlock and Toledo cases filed in Winlock Municipal Court. This includes, but is not limited to, issuance of search and arrest warrants, issuance of subpoenas for non-criminal traffic citations to an officer or radar expert on behalf of a defendant when a timely and written request is submitted in conformance with court rules, motion and evidentiary hearings, pre-trial procedures, bench trials, jury trials, sentencing, post-trial motions. The court administration services shall be provided at a level of service commensurate with the services provided for Napavine.
 - 4.2. Accept all criminal misdemeanor, infraction, and civil filings and timely process and adjudicate the same.
 - 4.3. Accept and account for all payments relating to criminal and infraction cases including penalties, fines, bail forfeitures, fees, and costs and deliver, as appropriate, payment to Winlock on a monthly basis. Winlock will be responsible for payment of appropriate local and state allocations.
 - 4.4. Comply with the terms and conditions of the Interlocal Agreement between the City of Winlock and City of Toledo for Municipal Court Services; and
 - 4.5. Unless otherwise provided herein, Napavine shall furnish all personnel and any and all other items necessary to accomplish the levels of Court Administration service anticipated by this Agreement.
 - 4.6. Generally, provide Court Administration Services at Winlock as follows:
 - 4.6.1. The First and Third Thursdays each month from 3 to 5 p.m. or other days as set by the Winlock Municipal Court Judge; and

- 4.6.2. A minimum of eight (8) hours per work week, with a maximum of twelve (12) hours per work week unless authorized in writing by the Napavine and Winlock Municipal Court Judge(s).
- 4.7. Winlock hereby accepts the appointed Court Administrator and all court employees as the persons who will manage and operate the Winlock Municipal Court.
- 4.8. Winlock will authorize one (1) or more Winlock City Employees to receive payments for Winlock and Toledo Municipal Courts when the Napavine Court Administrator is not on site. The Winlock Municipal Court Judge shall prescribe written policies and procedures for receiving payments for the Winlock and Toledo Municipal Courts.
5. COMPENSATION. In consideration of the services to be rendered as provided in the Agreement, Winlock promises to pay Napavine as follows:
- 5.1. Winlock shall pay Napavine \$4,500.00 per month for Court Administration Services.
- 5.2. Winlock shall reimburse Napavine in an amount to be calculated on a monthly basis, for mileage reimbursement for travel to and from Napavine City Hall by the Court Administrator based upon the current standard mileage reimbursement rate established by the Washington State Office of Financial Management.
- 5.3. Winlock shall remit payment to Napavine within fifteen (15) days of receiving the invoice from Napavine. A late penalty of \$10.00 shall be assessed for all payments made more than 30 days after payment is due.
6. PERSONNEL AND EQUIPMENT. Napavine and Winlock agree that:
- 6.1. Control of personnel, standards of performance, discipline and all other aspects of employee performance provided, shall be solely vested in the Napavine Municipal Court Judge.
- 6.2. All persons rendering service hereunder shall be for all purposes employees of Napavine.
- 6.3. All liabilities for salaries, wages, overtime, or other compensation, injury, sickness, or other personnel related matter shall be that of Napavine.
- 6.4. Napavine shall ensure the Court Administrator is properly equipped to perform services under this Agreement.
- 6.5. Winlock shall provide a working office space within the City of Winlock to be utilized as needed by Court Administrator. Winlock shall ensure such working office space is properly equipped.
7. ADMINISTRATION OF AGREEMENT. Decision making authority concerning the Court Administration services to be provided under this Agreement shall be solely vested in the Napavine and Winlock Municipal Court Judge(s).
- Each Party hereby designates its Mayor as its representative to this Agreement. Notwithstanding the above, implementation, administration, and management of this Agreement shall be jointly vested in the representatives.

8. NOTICE. Each party to this Contract shall have a notice representative. Each party may change its notice representative upon providing written notice to the other party. The parties' notice representatives are as follows:

For WINLOCK:

Name of Representative:	BRANDON SVENSON	JILL DAVIS
Title:	Mayor	City Treasurer
Mailing Address:	323 NE 1 st Street	323 NE 1 st Street
City, State and Zip Code:	Winlock, WA, 98596	Winlock, WA, 98596
Telephone Number:	(360) 785-3811	(360) 785-3811

For NAPAVINE:

Name of Representative:	SHAWN O'NEILL	LACIE DEWITT
Title:	Mayor	Court Administrator
Mailing Address:	P.O. Box 810	P.O. Box 179
City, State and Zip Code:	Napavine, WA, 98565	Napavine, WA, 98565
Telephone Number:	(360) 262-3547	(360) 262-9231

9. INSURANCE. Each party hereto shall carry for the duration of this Agreement insurance with the following minimums:

General Liability, Property/Auto Damage: As required and provided through Associated Washington Cities/Risk Management Service Agency for both cities.

Industrial Insurance: Through Washington State Labor and Industries.

It is understood that each of the parties hereto may fulfill the requirements set forth in this section either by way of self-insurance, an authorized insurance pool, or by an insurance provider authorized to do business in the State of Washington.

10. HOLD HARMLESS AND INDEMNIFICATION. Each Party agrees to hold harmless, indemnify, and defend the other Party, its officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof the indemnitee may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments, caused by or arising out of the Indemnitor's acts, errors, or omissions in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officers, officials, employees, agents, and volunteers.

Nothing herein shall require a party to indemnify and hold harmless the other party from any claim or action at law or in equity based solely on the conduct of the other party, its officers, officials, employees, and agents. In the event of the concurrent negligence of the parties, the party's respective obligations hereunder shall apply only to the percentage of fault attributable to such party, its officers, officials, employees, and agents.

Each Party waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this Section and acknowledges that this waiver was mutually negotiated.

11. SURVIVAL OF CERTAIN PROVISIONS. Any term of this Agreement that by reasonable implication contemplates continued performance, rights, or compliance beyond its expiration or termination, survives this Agreement and continues to be enforceable. Without limiting the generality of this provision, the Parties' obligation to indemnify each other survives for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
12. DISPUTE RESOLUTION. The Parties shall resolve any dispute arising by way of this Agreement through any alternative dispute resolution process, including, but not limited to, mediation and arbitration as set forth in Title 7 RCW. In the event such dispute remains unresolved after exhaustion of the alternative dispute resolution process, any party may pursue any other remedy, including those available at law or in equity.
13. VENUE & CHOICE OF LAW. It is mutually understood and agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a mediation, arbitration, lawsuit, or judicial proceeding for the enforcement or interpretation of this Agreement or any provision herein shall be instituted and maintained only in courts of competent jurisdiction in Lewis County, Washington.
14. NON DISCRIMINATION. The Parties agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence or any physical, mental sensory handicap, or other status protected by law. Napavine warrants that the City of Napavine is an equal opportunity employer and has an affirmative action plan.
15. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
16. ATTORNEY'S FEES AND COSTS. If either City commences litigation against the other to enforce any provision of this Agreement or to redress any breach hereof, the prevailing City in such litigation shall be entitled to recover from the other Party its costs and reasonable attorney's fees incurred in such litigation.
17. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING. Neither Party shall assign any obligations or rights under this Agreement without the express written consent of the other. Further, the Parties shall perform the terms of this Agreement using only their bona fide employees or agents.
18. MODIFICATION. No changes or modification to this Agreement shall be valid or binding upon parties to this Agreement unless such changes or modifications are in writing and executed by each party.
19. NO SEPARATE LEGAL ENTITY CREATED. This Agreement creates no Joint Board and no separate legal entity.
20. NO SEPARATE OR JOINT BUDGET CREATED. No separate or joint budget is created by the Agreement, and this Agreement does not contemplate acquisition or disposal of any property.

21. CONSTRUCTION. In the event of a dispute between the Parties as to the meaning of terms, phrases, or specific provisions of this Agreement, the authorship of this Agreement will not be cause for this Agreement to be construed against any Party nor in favor of any Party.
22. WAIVER. Waiver by either Party of the right to strict performance of any provision of this Agreement or any breach thereof shall not constitute a waiver of the right to require future strict performance of that provision or any other provision.
23. CHALLENGES. Entry into this this Agreement will not be construed to be a waiver or abandonment of any defense or claim a Party may have against another.
24. HEADINGS NOT CONTROLLING. The headings in the Agreement are for convenience only and shall not affect the meaning of the terms as set out in the text.
25. SEVERABILITY. It is understood and agreed by the parties hereto that if any term of this Agreement is declared invalid, the validity of the remaining terms of this Agreement shall not be affected and the rights and obligations of the parties shall be construed as if this Agreement did not contain the invalid term. If it should appear that any term herein conflicts with any statutory provision(s) of the State of Washington, said term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provision(s).
26. ENTIRE AGREEMENT. This Agreement constitutes the final and completely integrated agreement between the Parties concerning the subject matter herein and shall supersede all prior agreements, oral or otherwise. No modification or amendment of this Agreement shall be valid or effective unless evidenced in writing and signed by both Parties.
27. EXECUTION. This Agreement is executed by each Party acting with authority granted, where required, by its governing body. This Agreement may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Party upon that Party's execution of a counterpart original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the day and year set forth above.


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SIGNATURE PAGE FOLLOWS

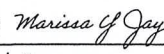
CITY OF WINLOCK

Signed this 12 day of February, 2024.


BY: 
BRANDON SVENSON, Mayor

Attest: 
Penny Jo Haney, City Clerk

Approved as to form:

Signature: 
Marissa Y. Jay, City Attorney
Email: marissa@buzzardlaw.com

Accepted by Winlock City Council on:
February 12, 2024

Approved by the Winlock Municipal Court
Judge: 

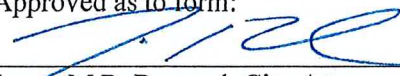
CITY OF NAPA VINE

Signed this 13th day of February, 2024.

BY: 
SHAWN O'NEILL, Mayor

Attest: 
Rachelle Denham, City Clerk

Approved as to form:


James M.B. Buzzard, City Attorney

Accepted by Napavine City Council on:
February 13, 2024

Approved by the Napavine Municipal Court
Judge: 