

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINLOCK AND THE
CITY OF TOLEDO FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

THIS INTERLOCAL AGREEMENT ("AGREEMENT") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, on the 1st day of January, 2024, by and between the City of Winlock, a Washington municipal corporation ("Winlock"), and the City of Toledo, a Washington Municipal corporation ("Toledo"), collectively referred to herein as the "parties".

WHEREAS, the City of Toledo, "Toledo" is a non-charter code city which was incorporated in 1892 and assumed authority and jurisdiction with respect to criminal and traffic offense occurring within the corporate boundaries thereby created; and

WHEREAS, Toledo has since at least 2001 contracted with Lewis County District Court for Municipal Court Services, and desires to instead contract for its municipal court services with the City of Winlock; and

WHEREAS, the City of Winlock, "Winlock" has the capacity to provide municipal court facilities and related services to Toledo in a manner beneficial to both parties and Toledo desires to use these services; and

WHEREAS, Winlock and Toledo wish to cooperate and enter into this Agreement for the orderly and efficient processing of traffic infractions, parking infractions, criminal traffic cases, criminal non-traffic cases and any other matters within the jurisdiction of a Municipal Court through services provided by and held at Winlock; and

WHEREAS, included in the services provided by Winlock to Toledo shall be a detail of statistics identifying caseload, type of case, and other matters of interest to Toledo; and

WHEREAS, the parties agree that provision of services as detailed in this Agreement are in the best interest of the citizens of both cities; and

WHEREAS, in accordance with RCW 3.50.815 and RCW 39.34.180, a city may contract with another city for municipal court services; and

WHEREAS, Chapter 39.34 RCW authorizes joint and cooperative Agreements between public agencies;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the City of Winlock and the City of Toledo agree as follows:

- A. Purpose. The purpose of this interlocal Agreement is to make all necessary arrangements for the processing of any matters within the jurisdiction of Toledo using municipal court (including court staff) and related services provided by Winlock in Winlock Municipal Court pursuant to Chapter 39.34 RCW. This is to include any ancillary services such as statistical tracking and any work related to appeals. Jail, prosecution services, public defense, judge, and Police services are specifically excluded from this Agreement.

- B. Services. Toledo shall establish the City of Toledo Municipal Court and shall take all action necessary, including the adoption of all necessary ordinances as if operating such court independently. Toledo shall appoint a judge, and shall set appropriate fines, penalties, and processes. Winlock, through this Agreement, shall provide the following services to Toledo:
1. Municipal Court Services. Municipal Court services include all court services required by State statute, court rule, City ordinance, or other regulation as now existing or hereafter amended. These services include, as applicable, the filing, processing, adjudication, and penalty enforcement of all City cases currently pending and filed on the Effective Date or any date thereafter for the duration of this agreement, court clerk, court records, fund disbursement and accounting, itemized billings, issuance of search and arrest warrants, procedures of establishing bail, arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, pre-sentence investigations, sentencing, the duties of courts of limited jurisdiction regarding appeals, and all other court functions as they relate to municipal court. Winlock shall provide all necessary personnel to perform such services in a timely manner as required by law and court rule.
 2. Appointment of Judicial Officers. Toledo should, for efficiency and economy, appoint a Winlock Municipal Court Judge as a Judge of the Toledo Municipal Court and appoint Winlock Municipal Court Judges Pro Tem as Judges Pro Tem of the Toledo Municipal Court. In the event Toledo appoints a judge other than the Winlock Municipal Court Judge then Toledo shall consult with and consider input from the Winlock City Mayor during the appointment process. Any such appointments shall require further negotiation between the parties pursuant to Section F of this Agreement.
 3. Citations. The City of Toledo shall provide citations used to summon defendants to court, and the City of Toledo shall deliver said citations to the City of Winlock Municipal Court within 48 hours of issuance, excepting court holidays.
 4. Other Services. Winlock and Toledo shall communicate and exchange information sufficient to evaluate the adequacy of services provided for in this Agreement. Winlock is expected to provide ancillary services, including statistical information and appellate work. In the event in-custody video appearances are not available to the Winlock Municipal Court, Toledo shall be responsible for transporting all Toledo in-custody defendants from Lewis County Jail or any other jail that houses Toledo defendants on misdemeanor or gross misdemeanor charges.
 5. Matters Reserved to Winlock. Winlock reserves the right to implement matters requiring compliance with statutory and judicial mandate, which includes, but is not limited to, the Standards for Indigent Defense and personnel matters pursuant to General Rule 29 of the Washington Courts.
- C. Staffing. The City of Winlock will be responsible for the provision of adequate Court Clerk staffing and is included in the monthly operating charges as described in Section F of this Agreement.

- D. Jury Trials. For jury trials, the City of Winlock will assess no additional fee; however, the City of Toledo will pay any actual jury and/or witness costs and the additional compensation as required by contract to the Judge and Prosecutor, and Public Defender, if applicable.
- E. Property. This Interlocal Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Toledo Police shall be responsible for all items of evidence related to criminal prosecution.
- F. Financial Provisions. In consideration for the services provided in this Agreement, the parties agree to the following:
1. Toledo shall retain all fees, costs, penalties, and fines, assessed to Toledo cases for the duration of this Agreement which shall be collected by Winlock and disbursed to Toledo on a monthly basis. Any new programs established after the Effective Date of this Agreement shall not be included but shall be addressed by the parties in a separate amendment hereto.
 2. Toledo shall, for the duration of this agreement, pay to the City of Winlock for Municipal Court services, a filing fee in the following amounts:
 - i. Infractions: \$25.00/filing
 - ii. Criminal: \$60.00/filing
 3. Miscellaneous Pass-Through Costs. As the City of Winlock receives billings from other agencies for miscellaneous costs that are incurred in the prosecution of violations on the City of Toledo's behalf; the City of Winlock will bill the City of Toledo for said costs. The City of Toledo shall pay its own miscellaneous costs which include, but are not limited to, the following:
 - i. Interpreter costs for non-English speaking defendants.
 - ii. Public Defense counsel appointments.
 - iii. Expert witness or investigator authorized.
 - iv. Proportionate share of video hearing costs.
- G. Accounting. The court clerk of the City of Winlock will provide monthly accounting to the City of Toledo and said accounting shall include billings by citation number not defendant name. The court clerk shall collect all fees, fines, forfeitures and other monies imposed by the municipal court for any violations prosecuted on behalf of the City of Toledo which shall be detailed on the revenue worksheet and disbursed monthly to the City of Toledo. The City of Toledo shall be responsible for deducting any monies required to be submitted to the State of Washington and will account for same.
- H. Ordinances. The City of Toledo shall provide a copy of the City of Toledo municipal code or copies of all ordinances on or before their effective date to the City of Winlock Municipal Court.

I. Agreement Administration. The parties are expected to work cooperatively as though the employees of Winlock are employees of Toledo when handling Toledo cases. The City Attorney for Toledo, or designee, is to consult with Winlock departments as necessary regarding the prosecution of Toledo cases. Interested Toledo employees are to be invited to interdepartmental meetings regarding Court process. Where necessary Winlock employees are to be available to Toledo employees and/or Council to discuss court process, prosecutorial philosophy, or other matters of interest to Toledo.

1. Dispute resolution. Disputes between the parties that cannot be resolved at the department level are to be resolved by the respective City Mayors. It is understood between the parties that this Agreement is of benefit to both parties and there is a common interest in working through issues to continue the Agreement.

Any disputes related to levels of compensation which cannot be resolved by the parties as described above may be resolved by binding arbitration in accordance with RCW 39.34.180(3). Such process may be invoked by either party in accordance with the procedures in RCW 39.34.180(3). In such case, the parties shall equally split the fees and costs of the arbitrator(s) in such arbitration.

2. Reporting. Winlock shall provide Toledo with monthly reports summarizing court activity during which services are provided. Toledo shall identify any deficiencies in such monthly reports and, where feasible, Winlock shall amend the reports accordingly.

3. Special Emphasis. Toledo shall identify any areas of special emphasis and Winlock shall provide opportunities for input and reporting specific to those areas.

J. Indemnification. In executing this Agreement, Winlock does not assume liability or responsibility for or in any way release Toledo from any liability or responsibility which arises in whole or in part from:

1. The existence or effect of any Toledo ordinance; or
2. Any prosecution conducted by Toledo's City Attorney or designee.

If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such ordinance or prosecution is at issue, Toledo shall defend the same at its sole expense and if judgment is entered or damages are awarded against Toledo, Winlock or both, Toledo shall satisfy the same, including all chargeable costs and attorneys' fees.

Winlock shall indemnify, defend, and hold harmless Toledo, its officers, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death of persons (including employees of Toledo), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Winlock's acts, errors or omissions with respect to the subject matter of this Agreement, or any act or mission of any agency retained by or contracted with by Winlock to provide services covered by this Agreement; provided, however, that

1. Winlock's obligation to indemnify, defend, and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the actions or negligence of Toledo, its Police Department or its officers, agents or employees; and
2. Winlock's obligation to indemnify, defend, and the hold harmless for injuries, sickness death, damage or civil rights violations caused by or resulting from the concurrent actions of negligence of Winlock or its agents and Toledo or its agents shall apply to the extent that Winlock or its agents or negligence cause or contributed hereto.

Winlock does not by this Agreement assume any contractual obligations to anyone other than Toledo, and Toledo does not assume any contractual obligations to anyone other than Winlock. Winlock and Toledo expressly eliminate any third-party beneficiary to this Agreement.

- K. Termination. Either party may terminate this Agreement by giving ninety days' written notice prior to the end of the agreement, which notice shall be effective January 1, 2024. If, for any reason, the City of Winlock Municipal Court is terminated, this Agreement shall become null and void.
- L. Term. The initial term of this Agreement is January 1, 2024 through December 31, 2024, with the parties consulting on a regular basis to establish whether amendments are needed to achieve the best results possible for both parties. The parties agree to meet and negotiate in good faith the terms of the following contract on the first Monday in September 2024, but no later than November 1, 2024.

The Agreement shall take effect on January 1, 2024, (the "Effective Date") or as soon thereafter as all of the following events have occurred:

1. Approval of the Agreement by the official action of the governing bodies of each of the Parties;
 2. Execution of the Agreement by the duly authorized representative of each of the Parties; and
 3. Filing a copy of this Agreement or posting a copy of this agreement to the Parties websites or recording a copy with the County Auditor as required by RCW 39.34.040.
- M. Amendment. Amendments to this Agreement must be in writing and may be made at any time during the term of the Agreement by agreement and signature of both parties.
- N. 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.
- O. 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.
- P. Venue. This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and 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.

Q. 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
Title: Mayor
Mailing Address: P.O. BOX 777
City, State and Zip Code: Winlock, WA 98596
Telephone Number: (360) 785-3811

For TOLEDO:

Name of Representative: CHERIE DEVORE
Title: Mayor
Mailing Address: P.O. Box 236
City, State and Zip Code: Toledo, WA, 98591
Telephone Number: (360) 864-4564

MADE AND APPROVED the day and year signed below.

CITY OF WINLOCK

CITY OF TOLEDO

DATED: 3-11-2024

DATED: 3-12-24



BRANDON SVENSON, Mayor

Cherie Devore

Cherie Devore (Mar 18, 2024 14:15 PDT)

CHERIE DEVORE, Mayor

Attest:

Attest:

By: Penny Jo Haney
Penny Jo Haney, City Clerk

By: Rachel Beaver
Rachel Beaver (Mar 12, 2024 14:17 PDT)
Rachel Beaver, City Clerk

Approved as to form:

Approved as to form:

James M.B. Buzzard, City Attorney

James M.B. Buzzard, City Attorney