

**INTERLOCAL CONTRACT BETWEEN THE CITY OF TOLEDO, WASHINGTON AND LEWIS COUNTY,
WASHINGTON FOR CERTAIN DISTRICT COURT SERVICES**

THIS CONTRACT, made and executed this 25th day of January, 2022, by and between the City of Toledo, Washington, hereinafter referred to as the "CITY", and the County Commissioners of Lewis County, Washington, hereinafter referred to as "COUNTY".

1. Purpose and Authority.

- A. The City does not possess a Municipal Court. Violations and crimes occurring within the jurisdiction of the City have been filed and adjudicated by the District Court.
- B. It is deemed to be in the best interest of the public health, safety and welfare of the citizens of the City to contract with Lewis County for Court services.
- C. The Revised Code of Washington, under RCW 39.34.030, the Interlocal Cooperation Act, provides that one municipal corporation may contract with another municipal corporation and more specifically for the purpose of this contract, the Revised Code of Washington, under Ch. 3.62 RCW, authorized a city pursuant to an agreement to contract with a county providing court services to charge a filing fee for every criminal or traffic infraction filed by a city for an ordinance violation.
- D. Therefore, the purpose of this contract is to provide the city with appropriate court services for the adjudication of criminal violations and traffic or non-traffic infractions filed by the City or any other infractions or criminal violations within the jurisdiction of the City and such other court services herein agreed to and establishes a basis for identifying the filing costs, revenues, fees and responsibilities of both parties.

2. District Court Filing Fee.

- A. The District Court filing fee for each criminal violation and traffic or non-traffic infractions filed with the court is determined by all cost directly associated with provision of judicial services factored as a percentage of the total costs to provide comparable services to the state. The City agrees to make payment for each case filed in District Court according to the following filing fee schedule:

For Y2022:

- | | |
|--|-----------|
| 1. Infractions (traffic and non-traffic) | US\$25.00 |
| 2. Criminal Citations and Complaints | US\$65.00 |

- B. The filing fees set forth in paragraph 2A above shall be the only costs charged to the City by the County to satisfy the requirements of Ch. 3.62 RCW for each section filed in District Court.
- C. The District Court shall bill the City quarterly for all cases filed and the City shall remit payment within thirty (30) days after receipt of the quarterly billing.
- D. All criminal violations and traffic and non-traffic infractions, occurring within the corporate limits of the city and within the jurisdiction of the City shall be filed in the name of the City.
- E. The City shall be charged a filing fee when a criminal complaint, a criminal citation or a notice of infraction is filed in the name of the City with the District Court.

3. Traffic Violations Bureau.

City reserves the right to continue to operate the City Traffic Violations Bureau for the repair of bail on all traffic infractions forfeitable, subject to procedural supervision by the District Court.

4. City Prosecution and Public Defender Services.

- A. The City shall, at City expense, provide prosecutorial services and pursuant to RCW 3.62.070, public defender services, for actions filed in District Court in the name of the City. District Court shall assign the public defender and City agrees to be responsible for the costs thereof. Any change in the public defender fees shall be the subject of negotiation between the contract cities and the County.

5. District Court Imposed Fines, Costs, Forfeitures, Penalties and Certain Costs – Disposition.

- A. In accordance with RCW 3.62.040 (1), all fines, forfeitures, and penalties assessed and collected in whole or in part, by the District Court for adjudicated City cases shall be remitted by the Clerk of The District Court to the City at least monthly directly to the City Clerk/Treasurer of the City. Costs Assessed by the Court and paid by the defendants for probation services fees, warrant fees and jury fees shall be retained by the County.
- B. The City supports the funding of the Lewis County District Court Probation Department. For the purposes of providing additional funding for the Probation Department, the city, pursuant to RCW 10.64.120, encourages the District Court when deemed appropriate, to levy a monthly assessment on the city cases whenever a person is referred by the Court to the Probation Department for Supervision.

6. General Provisions.

- A. This contract shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right to action hereunder for any cause whatsoever.

- B. No agent, employee, servant or representative of the City shall be deemed to be an employee of Lewis County for any purpose and no employee of Lewis County or of the District Court shall be deemed an employee of the City.
- C. Each party to this contract shall act in good faith and shall aid and assist the other in accomplishing the objectives of this contract.
- D. This contract, upon execution by all parties, supersedes all prior contracts and agreements for District Court services between the City and Lewis County.
- E. The Board of County Commissioners warrants that the County has or will have in place a memorandum of agreement with the Judges of Lewis County District Court which authorizes the County to contract for judicial services as long as judicial time is available.

7. Arbitration.

- A. It is the intent and purpose of all parties to this contract to negotiate for District Court services in good faith and to provide for reasonable terms and conditions and equitable costs. In the event that the City and County are unable to reach an agreement for a succeeding year's court services prior to the termination of this contract, the City and County shall be deemed to have entered into an agreement to submit the issue to arbitration pursuant to RCW 3.62.070.
- B. In the event that this contract is submitted to arbitration, the City and County agree to honor the existing contractual terms and conditions pending the conclusion of the arbitration proceeding.

8. Modification and Termination.

- A. This contract shall be reviewed annually on or before the 31st day of October and proposed changes by the City or the County shall be presented at a time and in such a manner as to allow full discussion and consideration of the proposed changes.
- B. This contract may be terminated by the City or the County by giving ninety (90) days' notice in writing. In the event of termination it shall be the responsibility of the City to remove, at city expense, any and all files and any other property of the city from the District Court facilities, prior to termination of this contract.
- C. Termination of this contract shall not affect any case, proceeding, appeal or other matter pending in the District Court, or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of termination by either the City or the County.

9. Term

- A. This contract, when signed, shall be in full force and effect for two (2) years commencing 1 January 2022. This contract shall automatically renew for additional one (1) year periods, commencing 1 January, unless either the County or City notify the other party of its intent to terminate, as provided herein above.

IN WITNESS WHEREOF, the parties have executed this four (4) page contract by laws governing their respective jurisdictions and powers.

DATED this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS

CITY OF TOLEDO

LEWIS COUNTY

Chair

Steve Dobosh
Mayor

Member

Member

APPROVED AS TO FORM:

ATTEST:

Clerk of the Board

City Attorney

APPROVED AS TO FORM:

Prosecuting Attorney

ATTEST:

Michelle Whitten
City Clerk