

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WINTHROP AND  
THE TOWN OF TWISP FOR MUNICIPAL COURT CLERK SERVICES**

THIS INTERLOCAL AGREEMENT, hereinafter "Agreement," is made and entered into this 20<sup>th</sup> day of February, 2025, by and between the Town of Winthrop, Washington, a municipal corporation, hereinafter "Winthrop," and the Town of Twisp, Washington, a municipal corporation, hereinafter "Twisp," sometimes individually referred to as a "Party" or collectively referred to as the "Parties."

**RECITALS**

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Municipal Court Clerk Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: Twisp has the power, authority, and responsibility to provide Municipal Court Clerk Services for its citizens and is desirous of obtaining such services from Winthrop to fulfill its obligation to its citizens; and

WHEREAS: Winthrop has established and maintains qualified Municipal Court Clerk employees; and

WHEREAS: Winthrop Municipal Court Clerks are available to provide Municipal Court Clerk Services to Twisp;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

**AGREEMENT**

1. **General Purpose.** Winthrop shall provide municipal court clerk services for Twisp to be performed by the Winthrop Municipal Court Clerk, and such services shall include, but not be limited to, administration and all services normally performed by a municipal court clerk employed in a similar position.

2. **Municipal Authority.** Twisp confers its municipal authority on the Winthrop Municipal Court Clerk while engaged in tasks normally attendant to the services performed by the Twisp Municipal Court Clerk, and for the enforcement of state and federal law and town ordinances within Twisp's jurisdiction.

3. **Independent Contractor.** The parties agree that Winthrop is acting as an independent contractor, and that the Winthrop Municipal Court Clerk shall be, for all purposes, an employee of Winthrop and controlled by the same, including standards of performance and discipline.

**4. Supervision.** The parties agree that the Municipal Court Clerk shall be appointed by Winthrop, and shall be directly supervised by the Mayor of Winthrop, who shall consult with the Mayor of Twisp regarding supervision.

The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between Twisp and any employee, agent, representative or contractor of Winthrop, or between Winthrop and any employee, agent, representative or contractor of Twisp. Without limiting the foregoing, the Municipal Court Clerk shall at all times relevant to this Agreement be and remain an employee of Winthrop, and Winthrop shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Municipal Court Clerk except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51.

**5. Contract Administration.** This Agreement shall be administered by Winthrop; provided that Twisp shall have access to all records (excluding personnel records) related to this Agreement.

**6. Conformance to Laws.** The Municipal Court Clerk shall, to the extent reasonable and feasible, with all due consideration for local circumstances, make diligent efforts to conform to state, federal and local ordinances, laws, rules and regulations, and to provide for consistent and effective municipal court clerk services.

**7. Term.** This Interlocal Agreement shall run from February 17, 2025, through December 31, 2025, unless earlier terminated as provided herein.

**8. Hours and Compensation.** The Municipal Court Clerk shall provide municipal court clerk services to Twisp as requested by the Twisp Municipal Judge, generally scheduled four (4) hours per day on one (1) separate day each week. Such scheduling shall be the responsibility of Winthrop, unless specifically requested by Twisp.

As compensation for the services to be performed by the Municipal Court Clerk herein, Twisp shall pay Winthrop the sum of \$31.72 per hour for all hours worked by Municipal Court Clerk pursuant to this Agreement. Payment shall be made to Winthrop by the 10th of each month for the preceding month's services. An additional administration fee of \$70.43 will be paid to Winthrop on a monthly basis for administration of this Agreement.

The amount to be paid to Winthrop by Twisp as provided herein, shall be the sole responsibility of Twisp for compensation of the Municipal Court Clerk's services, and Winthrop shall be responsible for all Municipal Court Clerk's salaries, benefits, overhead and expenses.

9. **Property.** Twisp shall not be responsible to provide or pay in any way the costs associated with the vehicle used by the Municipal Court Clerk performing the services pursuant to the terms of this Agreement. The Municipal Court Clerk may use Twisp's facilities and office equipment necessary in the furtherance of the services performed to Twisp.

10. **Termination.** Either party may terminate this Agreement at any time upon 30 days' advance, written notice. Upon termination of this Agreement, a final billing will be prepared by Winthrop and submitted to Twisp indicating the final amounts due for services performed by the Municipal Court Clerk prior to termination. Twisp shall pay such final amount due within ten (10) days of presentation of such billing.

11. **Disputes.** During the term of this Agreement, concerns of either party shall be communicated to the administrators of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.

12. **Indemnification.** The parties hereto do hereby agree to mutually indemnify and hold each other, their officers, agents and employees, harmless from all claims, demands, actions and causes of actions (including claims arising out of contract) arising out of or any way connected with either parties', or either parties employees', performance or obligations under this Agreement.

13. **Survival Clause.** In the event that one or more of the provisions of this Agreement are held to be illegal or unenforceable, it shall not result in the invalidation of any other portion of this Agreement.

14. **Notice.** All Notices which may be required under this Agreement shall be given as follows:

a. Notice to Winthrop:

Town of Winthrop Attention:  
Mayor  
P.O. Box 459  
Winthrop, WA 98862

b. Notice to Twisp:

Town of Twisp Attention:  
Mayor  
P.O. Box 278  
Twisp, WA 98856

15. **Severability.** In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.

16. **Governing Law.** This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.

17. **Integrated Agreement.** This Agreement constitutes the entire Agreement of the Parties regarding the provision of Municipal Court Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

18. **Modification.** This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.

19. **Photocopies.** Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

20. **Execution.** The parties shall take all actions deemed necessary to comply with RCW 39.34, the Washington Interlocal Cooperation Act.

APPROVED by the Town Council of the Town of Twisp, Washington, at an Open Public Meeting the 11<sup>th</sup> day of February 2025.



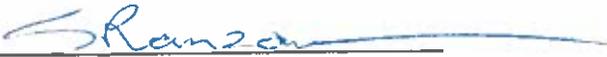
Hans Smith, Mayor

Attest:



Randy Kilmer, Clerk/Treasurer

APPROVED by the Town Council of the Town of Winthrop, Washington, at an Open Public Meeting the 19<sup>th</sup> day of February, 2025.



Sally Ranzau, Mayor

Attest:



Michelle Gaines, Clerk/Treasurer