

RESOLUTION 2025 - 75

**A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE,
WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT
WITH THE CITY OF TOPPENISH FOR MUNICIPAL COURT
SERVICES**

WHEREAS, the Revised Code of Washington, Chapter 39.34 authorizes local governments to enter into interlocal agreements to make the most efficient use of their powers through mutual cooperation; and

WHEREAS, the City of Toppenish desires to contract with the City of Sunnyside for the provision of municipal court services; and

WHEREAS, the City Council and the City of Sunnyside finds it in the best interest of the city and consistent with applicable law to approve and enter into the Interlocal Agreement for Municipal Court Services with the City of Toppenish;

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON:**

SECTION 1. The City Council authorizes the Interim City Manager to execute an Interlocal Agreement with the City of Toppenish for Municipal Court Services, attached hereto as Exhibit A.

SECTION 2. The City Clerk is authorized to make the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

SECTION 3. This Resolution shall be effective upon passage, approval and signatures heron in accordance with law.

PASSED this 22nd day of September, 2025.



DEAN BROERSMA, MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

APPROVED AS TO FORM:



BY: JULIE K. NORTON, CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN
SUNNYSIDE MUNICIPAL COURT AND THE CITY
OF TOPPENISH FOR MUNICIPAL COURT
SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into the dated set forth below, by and between the City of Toppenish, a municipal corporation of the State of Washington ("Toppenish"), and City of Sunnyside, a Washington municipal corporation organized under the laws of the State of Washington ("Sunnyside"), collectively Toppenish and Sunnyside are referred to as the "Parties."

WHEREAS, Toppenish is an optional code City and is authorized under Washington Law (Ch. 3.50 RCW) to operate a Municipal Court, and

WHEREAS, RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and that the city must carry out these responsibilities through the use of their own court, staff, and facilities or by entering into contracts or interlocal agreements under this chapter to provide these services, and

WHEREAS, RCW 3.50.815, provides that cities may meet their responsibilities imposed pursuant to RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services, and

WHEREAS, RCW 3.50.020, provides that a hosting jurisdiction shall have exclusive original criminal and other jurisdiction for all matters filed by a contracting city under the contracting city's ordinances, and

WHEREAS, Toppenish desires to contract with Sunnyside to provide extraterritorial municipal court services and facilities for such services, and

WHEREAS, the Parties desire to enter into this Agreement providing municipal court services and facilities by Sunnyside as the hosting jurisdiction to Toppenish as the contracting city, and

WHEREAS, the Parties have considered the anticipated costs of services and anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding and state authorized sales tax funding levied for criminal justice purposes;

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NOW, THEREFORE, in consideration of the terms and provisions hereof, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, it is mutually agreed by and between Sunnyside and Toppenish as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for the processing of Toppenish criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Sunnyside Municipal Court, to set the cost for court and executive services to be paid by Toppenish, and to enumerate the court and executive services to be provided by Sunnyside as the hosting jurisdiction. It is the intent of the Parties that Sunnyside act as the hosting jurisdiction to Toppenish as the contracting city in order that Toppenish may comply with its obligations pursuant to RCW 39.34.180 to adjudicate and prosecute criminal offenses and civil and traffic infractions arising from violations of the Toppenish Municipal Code within the jurisdictional boundaries of the city of Toppenish. It is further the intent of the Parties that, for the term of this Agreement, Sunnyside Municipal Court shall have exclusive original jurisdiction over all criminal offenses and traffic infractions arising from violations of the Toppenish Municipal Code as provided for pursuant to RCW 3.50.020. In entering into this Agreement for municipal court and executive services, the Parties have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.
2. **ASSUMPTION OF JURISDICTION.** The Parties understand that pursuant to RCW 3.50.815 a city may, in lieu of establishing a municipal court pursuant to Chapter 3.50 RCW, enter into an interlocal municipal court services agreement with a city that has a Municipal Court. The Parties further understand that, pursuant to this Agreement, the hosting jurisdiction (Sunnyside) will be conferred exclusive jurisdiction over all criminal offenses and traffic infractions arising from violations of Toppenish municipal ordinances, and that Sunnyside, as the hosting jurisdiction, will operate as the Toppenish Municipal Court during the term of this Agreement. Toppenish shall by ordinance designate Sunnyside Municipal Court as having assumed exclusive original jurisdiction over violations of the Toppenish Municipal Code pursuant to this Agreement effective upon the Commencement Date.
3. **COMMENCEMENT DATE.** This Agreement shall commence on September 22, 2025 and be in effect from September 22, 2025 through midnight December 31, 2029.

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4. **MUNICIPAL COURT SERVICES.** Commencing on the Commencement Date, Sunnyside shall provide timely and efficient court services in the Toppenish Municipal Court for all municipal cases.

a.) **City of Sunnyside Responsibilities.** The following court and executive services shall be provided by Sunnyside under this Agreement (subject to the billing provisions outlined in the Agreement):

- i. **Prosecution.** Sunnyside shall be responsible for providing and paying for all prosecution services for all cases filed on its behalf.
- ii. **Public Defender.** Sunnyside shall be responsible for providing and paying for all public defense services, excluding appointment of attorneys for appellate purposes, if applicable. Any expert witness or investigative fees for Toppenish cases approved by the Sunnyside court, shall be billed to Toppenish and payable to Sunnyside.
- iii. **Language Interpretation.** Sunnyside shall provide and pay for all language interpretation services for Toppenish Municipal Court defendants.
- iv. **Court Staff.** Sunnyside shall provide court staff necessary to timely and efficiently process all criminal and infraction cases filed by Toppenish. Sunnyside shall provide a level of service the same as that provided for Sunnyside cases, and that which is necessary for the efficient processing of all municipal cases.
- v. **Supplies and Forms.** Sunnyside shall provide all court forms and paperwork necessary for the processing of Toppenish Municipal Court cases.
- vi. **Collection for Nonpayment.** Sunnyside will, through the same collection process used for Sunnyside Municipal Court cases, collect all fines and fees for Toppenish Municipal Court cases.
- vii. **File Management and Retention.** Sunnyside Municipal Court shall manage and retain court case files for Toppenish Municipal Court for all cases filed after Sunnyside Municipal Court began operating Toppenish

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Municipal Court. Files shall be managed and retained in accordance with procedures established by the Judicial Information System, Washington State Archives and Municipal Court policies.

- viii. **Jury.** Sunnyside shall provide and pay for jury administration services for Toppenish Municipal Court
- ix. **Property.** The cost of all real and personal property used in the performance of the City's duties under the terms of this Agreement shall be the sole responsibility of the City.
- x. **Judicial Accessibility After Work Hours.** The Sunnyside Municipal Court shall supply the Toppenish Police Department with telephone numbers of the Judge and pro tems in order to facilitate non-business hour contact for probable cause determinations, issuance of telephonic no contact orders and applications for telephonic search warrants.
- xi. **Probation Monitoring.** Toppenish will pay for the pro rata portion of probation services utilizing the same formula (percentage of cases) contained in this agreement. Sunnyside currently contracts with Yakima County probation for probation services and so Toppenish will pay for the costs of those services as outlined in the interlocal agreement currently in place for those services (as well as any successor agreements).
- xii. **Court Rules.** All court proceedings undertaken pursuant to this Agreement shall be conducted in conformity with the Rules of General Application, the Criminal Rules for Courts of Limited Jurisdiction, and the Infraction Rules for Courts of Limited Jurisdiction and the local rules of the Sunnyside Municipal Court.

b.) City of Toppenish Responsibilities:

- i. **Jail Transport.** Toppenish shall be responsible for providing and paying for costs related to the transport, including security of inmates during transport and while in attendance at court, of defendants to Toppenish Municipal Court. Toppenish is responsible for all jail costs, including medical, for all persons who are in custody as a result of a case that is

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filed in Toppenish Municipal Court. Those costs are by separate agreement.

- ii. **Expenses related to Competency Evaluations.** Toppenish shall be responsible for all costs related to competency evaluations. This includes but is not limited to, costs of experts to perform examinations as well as any costs associated with inpatient services.
- iii. **COST OF SERVICES.** Toppenish shall pay a minimum monthly fee equivalent to five percentage (5%) of the operational costs of the Sunnyside Municipal Court, including all court staff, the judge, the prosecutor, public defense, and utilities (as outlined above). Those costs consist of the budgets for those services in place for each calendar year and shall be reviewed prior to each calendar year. Toppenish shall also pay a pro rata percentage of said costs equal to the percentage of Toppenish cases heard by Sunnyside Municipal Court in that particular month. For example: if the Sunnyside Municipal Court hears 100 cases in a month and 10 of those are Toppenish cases, Toppenish will pay fifteen percent (15%) of the total operating cost for the Sunnyside Municipal Court and listed services for that month. Sunnyside will invoice Toppenish monthly. The invoice will be an itemized statement of cases and total costs. It will also list the costs attributable for court services, as distinguished from other executive services provided under this Agreement as the court is a separate, independent branch of government, and revenue needs to be treated differently. Toppenish shall pay the sum calculated and invoiced in accordance with this Agreement in 12 installments payable by the 10th day of the month beginning January 2022.
 - a.) In the event the Parties cannot agree on the amount of the Sunnyside Municipal Court budget, or the ratio of the Toppenish cases to the Municipal Court total, then *the* Parties agree to arbitration pursuant to Chapter 7.04 RCW.
 - b.) All fines and costs shall be collected and accounted for by Sunnyside Municipal Court staff in accordance with Chapter 3.62 of the RCW and any other applicable laws and paid to Toppenish long with an accounting thereof monthly.

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5. **MODIFICATION AND TERMINATION.**

- a.) The Parties may modify this Agreement by mutual consent at any time. However, any modification to this Agreement shall not be effective unless it is in writing and signed by the appropriate Parties with binding authority.
- b.) Either Party may terminate this Agreement as described in this paragraph. In the event Toppenish wishes to terminate this Agreement they may do so in writing to the Presiding Judge of Sunnyside Municipal Court no less than one year prior to the expiration of this Agreement. In the event Sunnyside Municipal Court wishes to terminate this Agreement they may do so in writing to Toppenish no less than one year prior to the expiration of this Agreement. In the event the Parties cannot agree upon issues related to modification or renewal of this Agreement, the Parties shall submit any such issue(s) to arbitration under RCW 7.04.
- c.) In the event of termination of this Agreement any and all funds owed to Sunnyside at said termination date shall be paid by Toppenish and all fines and costs collected by Sunnyside (on behalf of Toppenish) shall be paid to Toppenish.
- d.) In the event of the termination of this Agreement all cases filed on behalf of Toppenish Municipal Court shall be returned to Toppenish.

6. **APPLICABLE LAW, JURISDICTION AND VENUE, INDEMNIFICATION.**

- a.) This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.
- b.) Any dispute or proceeding arising out of this Agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Yakima County.
- c.) Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Yakima County.
- d.) Each party shall indemnify and hold harmless the other, its officers, agents, judges elected officials, appointed officials and employees from all liability,

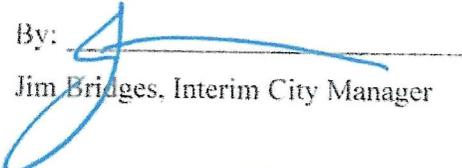
EXHIBIT A

loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs of judgments which result from each party's own intentional or negligent acts relating to services provided pursuant to this Agreement.

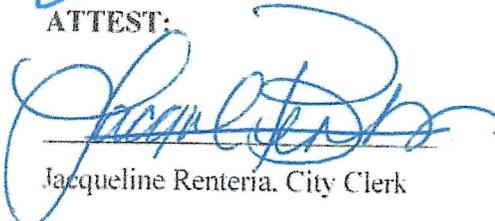
e.) In the event that both t Sunnyside and Toppenish are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.

Dated this 22nd day of September, 2025

CITY OF SUNNYSIDE

By: 
Jim Bridges, Interim City Manager

ATTEST:


Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:


Julie K. Norton, City Attorney

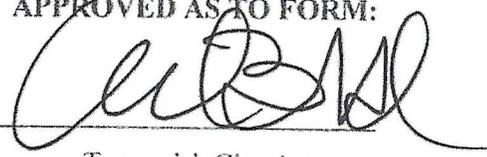
CITY OF TOPPENISH

By: 
Dan Ford, City Manager

ATTEST:



APPROVED AS TO FORM:


Toppenish City Attorney

CITY CONTRACT NO: A 2025 91
RESOLUTION NO: 2025-75
COUNCIL MTG: 09/22/2025