

**INTERLOCAL AGREEMENT ESTABLISHING
DISTRICT COURT FILING AND JURY TRIAL FEES
FOR THE CITY OF TUMWATER**

THIS AGREEMENT, made and entered into by and between the COUNTY OF THURSTON, hereinafter referred to as COUNTY, and the CITY OF TUMWATER, hereinafter referred to as CITY;

WHEREAS, the CITY and COUNTY desire to ensure that court services, case proceedings and court operations are delivered as consistently and efficiently as possible across all courts; and

WHEREAS, the CITY and COUNTY desire to work together to provide an accessible forum for the fair, efficient, and consistent resolution of cases; and

WHEREAS, CITY resources are limited and the COUNTY can provide court services in an efficient and comprehensive manner; and

WHEREAS, filing fees are to be determined pursuant to an Agreement between the CITY and the COUNTY as provided for in Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous of establishing filing fees at a mutually acceptable rate.

NOW, THEREFORE, in consideration of the terms, covenants, and performance contained herein, the parties hereto agree as follows:

1. GENERAL

1.1 Purpose

The COUNTY shall provide all Court Services for all CITY criminal cases and all infractions requiring a hearing. Court Services shall mean and include all local court services imposed by state statute, court rule, CITY ordinance or other regulations now existing or hereafter amended, including but not limited to case processing and management, probation, and customer services as detailed in Exhibit A attached hereto.

In consideration of the Court Services to be performed by the COUNTY, this Agreement shall establish filing fees to be paid by the CITY in criminal and traffic citations or infractions filed in Thurston County District Court for CITY ordinance or statutory violations.

1.2 Administration

The administration of Court Services shall be done in the same manner and by the same agency and agents as now administer court services in Thurston County District Court. The COUNTY shall provide all necessary personnel, equipment, and facilities to perform the Court Services in a timely manner as required by law and court rules. Court Services shall be provided in the most cost effective and efficient manner feasible including efficient use of resources such as personnel and facilities, and utilization of all reasonable methods of cost recovery from defendants, to minimize costs to both the County and City.

Court Services provided pursuant to this Agreement will be monitored and addressed through a Court Management and Oversight Committee. The Committee shall consist of the District Court Executive Officer, the CITY Administrator, and the CITY Finance Director or their designees. The Committee shall meet annually to provide recommendations regarding Court Services under this Agreement and shall ensure that a cost and fee reconciliation is completed at least annually.

1.3 Property

This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

1.4 Financing

There shall be no financing or any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

1.5 Revenue Collection

Pursuant to RCW 3.50.100, all fees, costs, fines, forfeitures, and other money imposed by the court for the violation of any City ordinance shall be collected by the court clerk and, together with any other noninterest revenues received by the clerk, shall be deposited with the city treasurer.

2. FILING FEES

2.1 Filing Fee

The CITY agrees to pay filing fees in accordance with the attached Exhibit B for each criminal citation or traffic infraction filed in Thurston County District Court for any CITY ordinance or statutory violation.

2.2 Exceptions

This Agreement does not apply in traffic cases wherein bail or penalty is forfeited to a violation bureau established pursuant to Chapter 3.30.090.

2.3 Jury Trial Fees

A fee shall be paid by the CITY to the COUNTY to cover the cost of summoning a jury. This fee is called the Jury Trial Confirmed Selection Fee and shall be applicable to each case wherein a jury trial is confirmed by the CITY at the confirmation hearing.

An additional fee called the Jury Trial Daily Fee shall be paid by the CITY to the COUNTY for each case which is terminated or otherwise concluded after the actual commencement of a jury trial.

For purposes of this Agreement, a jury trial is deemed commenced when the jury is impaneled.

For purposes of this Agreement, a case shall include a charge filed against a named individual or multiple charges filed against an individual, which are consolidated for the purposes of trial.

The fees shall be as provided in Exhibit B attached hereto.

2.4 Adjustments for Inflation

The fees set forth in Exhibit B shall be increased effective each January 1st for inflation based on the previous year's June to June Seattle CPI-W Index. However, the annual increase shall not be greater than five percent (5%). (For example, a rate increase effective January 1, 2024, will be based on the June 2022 to June 2023 Seattle CPI-W Index.)

2.5 Other Costs

The fees set forth in Section 2.1 and 2.3 of this Agreement shall include all Court Services for District Court proceedings except for the following additional costs to be paid by the CITY:

- a. Attorney costs for indigent representation, including witness costs and mental health evaluation costs, which costs shall be paid directly by the CITY through a separate contract for such services;
- b. Costs associated with interpreter services;
- c. Prosecution costs including prosecution costs associated with any appeal in CITY cases;
- d. Costs associated with the operation of the City of Tumwater Violations Bureau. The CITY shall be liable for all the acts or omissions of the City of Tumwater Violations Bureau.

3. TERM AND EXTENSION

3.1 Term

This Agreement shall be in effect upon the later of the approval by the governing body of each party, and the posting upon the websites of the parties as provided by RCW 39.34.040. The term of the Agreement shall be from January 1, 2023 to and including December 31, 2026

3.2 Extension

The CITY may determine to extend the contractual relationship with the COUNTY after expiration of the term by giving notice to the COUNTY of such intent no later than October 1, 2026. After the delivery of such notice, both parties shall negotiate in good faith regarding the terms of a new agreement.

If the parties are unable to agree to the terms of a new agreement, either party may submit the matter to arbitration pursuant to RCW 3.62.070. In the event the issue of filing fees is submitted to arbitration, the arbitrator or arbitrators shall only consider those additional costs borne by the

COUNTY in providing District Court services to the CITY as provided for by RCW 3.62.070. However, nothing contained herein shall prohibit the parties from mutually agreeing to extend the period of good faith negotiations or to submit the matter to mediation for resolution of the outstanding issues.

3.3 Termination

This Agreement may be terminated by either party as provided in RCW 3.50.810.

4. INDEMNIFICATION

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event that any of the Parties incurs any judgment, award and/or cost arising therefrom, including attorney fees, to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the responsible Party to the extent of the Party's culpability. This indemnification shall survive the expiration or termination of this Agreement.

5. NO THIRD-PARTY RIGHTS

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as third-party beneficiary or otherwise) on account of any nonperformance hereunder.

6. CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

7. NOTICE

Notice provided for in this Agreement shall be sent by U.S. mail to the addresses designated for the parties as set forth below. Notice will be deemed received on the third business day following the date of the notice.

To the COUNTY: District Court Executive Officer
2000 Lakeridge Dr SW, Bldg. 3
Olympia, WA 98502

To the CITY: City Administrator
555 Israel Rd SW
Tumwater, WA 98501

8. JURISDICTION AND VENUE

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is 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 of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington or in the superior court of either of the two nearest judicial districts.

9. SEVERABILITY

If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are not further valid, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2023.

CITY OF TUMWATER

THURSTON COUNTY, WASHINGTON

BY: _____
Debbie Sullivan, Mayor

BY: _____
Ramiro Chavez, County Manager

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Karen Kirkpatrick, City Attorney

BY: _____
Jon Tunheim, Prosecuting Attorney

Exhibit A
Scope of Services

The COUNTY shall provide all necessary personnel, equipment, and facilities to perform the following described court services in a timely manner as required by law and court rule.

- A. Case Processing and Management: The COUNTY shall be responsible for filing, processing, adjudication, and penalty enforcement of all CITY cases filed. Such services shall include by not be limited to: issuance of search warrants; the conduct of arraignments, pre-trial hearings, motions and other evidentiary hearings; discovery matters; notifications and subpoenaing of witnesses; arranging for interpreter services as needed, providing to the prosecutor complete court calendars, and other documentation necessary to efficient caseload management prior to a scheduled CITY court calendar; the conduct of bench and jury trials; sentencing; post-trial motions; the duties to courts of limited jurisdiction regarding appeals; and any and all other court functions as they relate to municipal cases filed by the CITY.
- B. Probation and Other Services: The COUNTY shall provide probation services for CITY cases. The COUNTY may at its discretion provide additional services such as but not limited to Veteran's Court or Mental Health Court. The COUNTY shall use its best efforts to afford CITY cases access to these additional services on the same terms as those services are offered to the COUNTY, and the COUNTY shall provide a report annually to the CITY detailing the other services provided to the CITY by the COUNTY, specifically enrollment by CITY defendants in Veteran's and Mental Health Court programs.
- C. File Management and Retention: The COUNTY shall manage and retain cases filed by the CITY in the same manner as other cases filed and in accordance with procedures established by the Judicial Information System and Washington State Archives.
- D. Changes: If the COUNTY requires a change to the delivery of any of the services described herein, the COUNTY shall give the CITY a minimum of sixty (60) days' notice and refer the matter to the Court Management and Oversight Committee.