

**INTERLOCAL AGREEMENT ESTABLISHING SUPERIOR COURT FEES FOR JURY
TRIALS FOR THE CITY OF OLYMPIA**

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

WHEREAS, fees for jury trials 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 wish to establish fees for jury trials at a mutually acceptable rate.

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

1. GENERAL

1.1 Purpose. The purpose of this Agreement is to establish fees for jury trials to be paid by the CITY for jury trials conducted by the CITY in Thurston County Superior Court (Superior Court).

1.2 Administration. The Judicial Administrative Officer of the COUNTY shall be responsible for administering this Agreement on behalf of the COUNTY. The Court Administrator of the CITY shall be responsible for administering this Agreement on behalf of the CITY.

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.

2. FEES FOR JURY TRIALS

2.1 Jury Trial Fees. The CITY agrees to pay the COUNTY \$272.00 for each case scheduled to be heard in Superior Court courtrooms for jury trials regardless of whether the trial commences. The CITY also agrees to pay the COUNTY an additional fee of \$426.00 per day or partial day of trial for each case, which applies after the actual commencement of a jury trial regardless of whether the trial is terminated or otherwise concludes on the first day. For purposes of this Agreement, a jury trial is deemed commenced when the jury panel reports to the courthouse.

The CITY understands that the services of a Superior Court Bailiff are included in the daily fee for jury trials and that these services are a requirement for the use of the COUNTY'S trial services.

Interlocal Agreement Establishing
Superior Court Fees for Jury Trials
For the City of Olympia

The COUNTY agrees to make a good faith effort to provide, in a timely manner, a courtroom and a jury for adjudication of CITY cases. However, the COUNTY cannot guarantee the availability of such services in the event of a conflict with a COUNTY trial.

2.2 Other costs. The fees set forth in Section 2.1 of this Agreement shall include all COUNTY services for the use of Superior Court for the CITY'S proceedings except for the following additional costs to be paid by the CITY:

- a. Attorney cost for indigent representation, which costs shall be paid directly by the CITY through a separate contract for such services; and
- b. Witness costs, juror costs, including meals required, together with the applicable mileage allowance, mental health evaluation costs and the costs of interpreter service which costs and allowance(s) shall be paid directly by the CITY; and
- c. Prosecution costs, including prosecution costs associated with any appeal in CITY cases.

2.3 Fee Changes. On or before October 1 of each year, the COUNTY shall provide written notice to the CITY specifying any change in the rate of fees for jury trials or costs proposed to be applicable for the following calendar year. After the delivery of such notice, each party's administrator (as set forth in section 1.2) shall negotiate such fees in good faith.

3. DURATION AND TERMINATION

3.1 Duration and Termination. This Agreement shall be in effect until terminated by either party on or before November 30 of any year, which termination shall take effect January 1 of the following year.

4. AMENDMENT

4.1 Amendments. The Judicial Officer of the COUNTY and the Court Administrator of the CITY have authority to amend the fees and costs contained in this Agreement once each year, to be applicable to the following calendar year. Each party is responsible for making such amendment in writing and properly recording it as required by law. All other provisions within this Agreement may be amended with the mutual consent of each party's respective governing body. No additions to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

Interlocal Agreement Establishing
Superior Court Fees for Jury Trials
For the City of Olympia

5. RECORDING

5.1 Recording. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the website of one or both parties or other electronically retrievable public source as required by RCW 39.34.040.

6. NOTICE

6.1 Notice. Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA

Attn: Maryam Olson, Court Administrator
PO Box 1967
Olympia, WA 98507-1967

THURSTON COUNTY SUPERIOR COURT

Attn: Judicial Administrative Officer
2000 Lakeridge Dr. SW
Olympia WA 98502

7. RATIFICATION

7.1 Ratification. Any act in 2013 consistent with the terms of this Agreement but prior to full execution of the Agreement is hereby ratified and confirmed.

8. EFFECTIVE DATE

8.1 Effective Date. This Agreement shall take effect as of the date of filing or posting as required by RCW 39.34.040.

9. AUTHORITY

9.1 Authority. The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

*****SIGNATURES APPEAR ON THE FOLLOWING PAGE*****

Interlocal Agreement Establishing
Superior Court Fees for Jury Trials
For the City of Olympia

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Mayor

Chairman

ATTEST:

City Clerk

Commissioner

APPROVED AS TO FORM:

Commissioner



Assistant City Attorney

Superior Court Administrative Officer

ATTEST:

Clerk of the Board