

**INTERLOCAL AGREEMENT ESTABLISHING
DISTRICT COURT FILING, JURY TRIAL FEES,
PROBATION SERVICES, AND OTHER COSTS FOR
THE CITY OF OLYMPIA**

THIS AGREEMENT is made and entered into by and between the COUNTY OF THURSTON, hereinafter referred to as COUNTY, and the CITY OF OLYMPIA, hereinafter referred to as CITY, and is effective as of the date of the last authorizing signature affixed hereto.

WHEREAS, the CITY's Reimagining Public Safety Goals, accepted by the City Council in December 2022, shaped the development of this Interlocal Agreement; and

WHEREAS, the CITY and COUNTY are committed to reimagining public safety by balancing compassion and accountability through the expansion of restorative justice programs and evidence-based courts; and

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 face both short-term and long-term fiscal constraints and transitioning judicial services to the COUNTY can provide a regional approach which is efficient and effective; 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 and other fees at a mutually acceptable rate; and

WHEREAS, the CITY and the COUNTY also wish to provide for progressive alternatives and community support through opportunities such as pre-trial and probation services.

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 infractions requiring a hearing as well as progressive-alternatives and supervised probation. 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 set forth in EXHIBIT A attached hereto. In consideration of the court services to be performed by the COUNTY, this Agreement shall establish costs

for services 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. Costs established in the Agreement reflect agreed upon costs for court services for the Agreement period July 1, 2025, to and including December 31, 2026 as set forth in 3.1. It is agreed between the CITY and COUNTY that a comprehensive rate study will be completed by the COUNTY prior to the expiration of this Agreement, whereas service rates will be provided by the COUNTY to the CITY in consideration of ongoing costs for services beyond this Agreement period.

1.2 Administration

The administration of the Court Services and terms of this Agreement shall be done in the same manner and by the same agency and agents as now administer court services and filing fees 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 found culpable by a judge or jury, to minimize costs to both the COUNTY and 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 other than the City's known contractual payment amount set forth herein.

1.5 Revenue Collection

Pursuant to RCW 3.50.100, all fees, cost, fines, forfeitures, and other money imposed by the Thurston County District 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'S Treasurer and Finance Director.

1.6 Payments

The COUNTY will bill the CITY at the end of the month after the end of the preceding quarter. The CITY in return will have thirty (30) days to submit payments to the COUNTY.

1.7 Calendars

The COUNTY and the CITY both have an interest in the efficient use of courtroom time and efficient case calendaring. A primary incentive for the CITY in entering this Agreement is the

understanding that the CITY will have a strong voice in the manner that its hearings will be calendared. To this end, the COUNTY will work with the CITY to ensure the efficiency of all CITY calendars.

1.8 Costs for Service

The CITY agrees to pay court service costs for 2025-2026 in accordance with Exhibit B establishing true cost to support agreed upon services as described within this Agreement for the period. It is agreed between CITY and COUNTY that a comprehensive rate study will be completed by the COUNTY prior to the expiration of this Agreement, whereas service rates will be provided by the COUNTY to the CITY in consideration of ongoing costs for services beyond this Agreement period.

1.9 Other Costs

Costs set forth in this Agreement shall include all COUNTY 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; and
- b. Witness costs, juror costs, including meals as required, together with the applicable mileage allowance, mental health evaluation costs and the cost of interpreter services 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.

1.10 Staffing, Building Lease, Tenant Improvement Costs and Other One-time Start-up Costs

Initial, estimated pro-rated level of anticipated start-up costs for personnel staffing, equipment, furniture, supplies, facility lease, tenant improvements, and other one-time start-up costs are set forth in EXHIBIT B attached hereto. The COUNTY and CITY agree that once incurred, all such start-up costs are payable for the Agreement period July 1, 2025, to and including December 31, 2026. Initial costs thereafter shall be shared pro-rata among the jurisdictions contracting with the COUNTY for Court Services based upon the annual number of each jurisdiction's case filings in Thurston County District Court from January 1 through December 31.

2. TERM AND EXTENSION

2.1 Term

This Agreement shall be in effect upon the later of the approval by the governing body of each party, and the postings upon the websites of the parties as provided by RCW 39.34.040. The term of the Agreement shall commence on July 1, 2025. The terms of the Agreement shall end on December 31, 2026.

2.2 Term Defined

It is mutually agreed upon that the CITY will pay costs to the COUNTY for the expenses incurred in adherence to Section 1.6 and Exhibit B of this Agreement. Costs established in this Agreement may be incurred no sooner than July 1, 2025, and not after December 31, 2026.

The CITY and COUNTY agree that, in accordance with RCW 3.50.805, notice will be provided by the CITY to the administrative office of the courts. Court services provided by the COUNTY to the CITY will be effective six (6) months following the notice provided to the administrative office of the courts. Court services will be provided by the COUNTY to the CITY no sooner than December 31, 2025.

2.3 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.

2.4 Termination

Pursuant to RCW 3.50.810, this agreement may be terminated under the following conditions:

- a. The CITY having entered into an agreement for court services with the COUNTY must provide written notice of the intent to terminate the agreement to the COUNTY legislative authority and to the administrative office of the courts not less than one year prior to February 1st of the year in which all district court judges are subject to election.
- b. The CITY seeking termination of an agreement for court services to be provided by a district court may terminate the agreement only at the end of the four-year district court judicial term.
- c. The COUNTY wishing to terminate an agreement with a CITY for the provision of court services must provide written notice of the intent to terminate the agreement to the CITY legislative authority and to the administrative office of the courts not less than one year prior to the expiration of the agreement.

3. 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.

4. 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 Manager
601 – 4th Avenue E
P.O. Box 1967.
Olympia, WA 98507

5. 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.

6. 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.

7. 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.

SIGNATURES APPEAR ON NEXT PAGE

CITY OF OLYMPIA, WASHINGTON

THURSTON COUNTY, WASHINGTON

Debbie Sullivan, Acting City Manager

Leonard X. Hernandez, County Manager

Date _____

Date _____

ATTEST:

ATTEST:

City Clerk

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Mark Barber

Mark Barber, City Attorney

Jon Tunheim, Prosecuting Attorney

EXHIBIT A

Scope of Services

The COUNTY shall provide all necessary personnel, equipment, furniture, supplies, facilities, and tenant improvements 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 in Thurston County District Court. Such services shall include but not be limited to (1) issuance of search warrants; (2) the conduct of arraignments; (3) pre-trial hearings, motions, and other evidentiary hearings; (4) discovery matters; (5) notifications and subpoenaing of witnesses; (6) arranging for interpreter services as needed; (7) providing to CITY prosecutors complete court calendars, and other documentation necessary to efficient caseload management prior to a scheduled CITY court calendar; (8) the conduct of bench and jury trials; (9) sentencing; (10) post-trial motions; (11) the duties of courts of limited jurisdiction regarding appeals; (12) and any and all other court functions as they relate to municipal cases filed by the CITY in Thurston County District Court.
- B. **Progressive Alternatives and Supervised Probation and Other Services.** The COUNTY shall provide progressive alternatives and supervised probation services for CITY cases filed in Thurston County District Court. The COUNTY will provide additional services such as, but not limited to, Veterans' Court, Mental Health Court, or other therapeutic courts. COUNTY shall 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 Veterans' and Mental Health or other offered court programs or probation services.
- C. **File Management and Retention.** The COUNTY shall manage, maintain, and retain cases filed by the CITY in the same manner as other cases filed in Thurston County District Court 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' advance notice in writing.
- E. **The COUNTY shall report annually to the CITY detailing the services provided to the CITY by the COUNTY, specifically, but not limited to, the enrollment by CITY defendants in Veterans' and Mental Health Court or other offered court, pre-trial, or probation services. At a minimum, the CITY and the COUNTY will meet annually to discuss goals and collaborate to identify strategies on how to move forward with progressive alternative programs and services and to advance the CITY's Reimagining Public Safety goals.**

EXHIBIT B

Staffing, Building Lease, Tenant Improvement Costs, and Other One-time Start-up Costs

Costs start in September 2025			
	Description	2025*	2026
Staffing	17 FTE	843,000	2,495,000
Staffing one-time costs	furniture, computers, etc.	96,000	4,000
Facility lease	50%	66,000	203,000
Tenant Improvements	one-time	640,000	-
		1,645,000	2,702,000
		2025	2026
estimated monthly cost		411,000	225,000

Exhibit B is an estimated pro-rated level of anticipated true-cost expenses for four months commencing September 1, 2025. This estimate reflects approximately \$843,000 for staffing to include 17 FTE. A pro-rated level of expense will be applied to staffing, building lease, tenant improvement costs, and other one-time start-up costs are dependent on when court services are assumed by the COUNTY.

Key one-time cost estimates

\$96,000 for estimated one-time staffing costs which include furniture, computers and supplies

\$203,000 for estimated portion of facility lease costs to house court room space and court-related staff space

\$640,000 for estimated tenant improvements to renovate existing space into a functional court room

These numbers will be updated once the COUNTY receives bids for the work associated with tenant improvements and/or facility lease costs. The CITY will only be charged for costs that are related to the CITY's operations and space needs. The COUNTY will share new cost estimates with the CITY as they are obtained.

Cost of Living Adjustments (COLAs) for all staff in 2026 and again thereafter will follow similar suit to collective bargaining agreements and/or adjustments applied to those employed by the Management Technical Pay Plan (MTP) or Appointed positions.