

AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT ESTABLISHING DISTRICT COURT FILING,
JURY TRIAL FEES, PROBATION SERVICES, AND OTHER COSTS FOR THE
CITY OF OLYMPIA

THIS AMENDMENT NO. 1 to the Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia is made between the **CITY OF OLYMPIA**, a Washington municipal corporation (“CITY”), and COUNTY OF THURSTON (“COUNTY”), jointly referred to as “the Parties,” and is effective as of the date of the last authorizing signature affixed hereto.

RECITALS

WHEREAS, on July 29, 2025, the Parties entered into an Interlocal Agreement Establishing District Court Filing, Jury Trial Fees, Probation Services, and Other Costs for the City of Olympia (“AGREEMENT”); and

WHEREAS, pursuant to paragraph 7 of the AGREEMENT the parties may modify or amend the AGREEMENT in writing which must be signed by both parties; and

WHEREAS, the CITY has decided not to establish a violations bureau and instead to rely upon the Thurston County District Court to manage the full citation/infracton process for the CITY; and

WHEREAS, the Thurston County District Court and COUNTY have determined that additional fee costs are required to include a one-time equipment cost of \$6,000 and an ongoing annual cost of \$110,937 for an additional FTE for salary and benefits to manage all of the CITY’s citation/infracton responses, fines, hearings, payments, and related tasks; and

WHEREAS, the parties have determined the County needs two additional FTEs to provide security for operations of Thurston County District Court and the salary and benefits to provide such court security is \$380,000, which sum will be apportioned with other jurisdictions in future years; and

WHEREAS, the Parties mutually wish to modify and amend the AGREEMENT as set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Pursuant to paragraph 7 of the AGREEMENT, the Parties hereby modify and amend the AGREEMENT as follows:

1. EXHIBIT A – Scope of Services is modified and amended as follows:
 - 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 jurisdictions regarding appeals; (12) to manage all of the CITY'S citations/infractions for parking, including responses, fines, hearings, payments, and related tasks;; (13) and any and all other court functions as they relate to municipal cases or parking citations/infractions filed by the CITY in Thurston County District Court.

2. EXHIBIT B – Staffing, Building Lease, Tenant Improvement Costs, and Other One-time Start-up Costs is modified and amended to add a paragraph as follows:

Staffing is amended to add three additional FTEs for a total of 20 FTEs. One additional FTE is to manage the CITY'S parking citation/infraction responses, fines, hearings, payments and related tasks at an ongoing annual cost of \$110,937 for salary and benefits, and two additional FTEs to provide court security at a cost of \$380,000 for salary and benefits. After 2026, the cost of providing additional court security shall be apportioned among jurisdictions using Thurston County District Court's judicial services.

3. All remaining terms and conditions of the AGREEMENT dated July 29, 2025, and not herein modified or amended, shall remain as written in said AGREEMENT and shall continue in full force and effect.

IN WITNESS WHEREOF, the CITY and COUNTY hereby execute this **Amendment No. 1** of the AGREEMENT as of the date of the last signature affixed hereto.

CITY OF OLYMPIA, WASHINGTON

THURSTON COUNTY, WASHINGTON

Debbie Sullivan, Assistant City Manager

Leonard X. Hernandez, County Manager

Date of Signature:_____

Date of Signature:_____

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 (for)