

INTERLOCAL AGREEMENT ESTABLISHING SUPERIOR COURT FEES FOR
JURY TRIALS FOR THE CITY OF OLYMPIA
2009

FILED

FEB 11 2009

City of Olympia
Municipal Court

15807

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 "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 are desirous of establishing 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.

1.2 Administration.

The administration of the terms of this agreement shall be done by the Judicial Administrative Officer of the COUNTY.

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 trial 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 is included in the daily fee for jury trials and that these services are a requirement for the use of the COUNTY'S trial services.

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 costs 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 as 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.
- c. Prosecution costs including prosecution costs associated with any appeal in CITY cases.

3. DURATION AND TERMINATION

3.1 Duration.

This agreement shall be in effect for one year commencing January 1, 2009 and ending December 31, 2009. Thereafter, the agreement shall be effective for such additional term or terms and with such fees for jury trials as shall be agreed upon between the parties pursuant to Section 3.2 and properly approved as set forth in Section 4 of this agreement.

Either party may terminate this agreement upon giving the other party 90 days' notice.

3.2 Extension or Termination.

On or before October 1, 2009 the COUNTY shall provide written notice to the CITY specifying the length of a proposed additional term for this agreement and the rate of fees for jury trials proposed to be applicable to such term. After the delivery of such notice, both parties shall negotiate in good faith the length of such additional term and the fees for jury trials to be paid during such additional term. If the parties have not reached agreement on both subjects by November 15, 2009, the CITY shall decide whether or not it wishes to continue using the Thurston County Superior Court services after the expiration of the current term.

4. AMENDMENT

4.1 Amendments

Provisions within this Agreement may be amended with the mutual consent of the parties hereto. 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.

5. RATIFICATION

5.1 Ratification

Any act in 2009 consistent with the terms of this Agreement but prior to full execution of the Agreement is hereby ratified and confirmed.

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

SIGNATURES APPEAR ON PAGE 4

CITY OF OLYMPIA

By: _____
(Signature)

MAYOR
(Title)

APPROVED AS TO FORM

City Attorney *AC*

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Chairman

Commissioner

Commissioner

Superior Court Administrative Officer

ATTEST:

Clerk of the Board