

INTERLOCAL AGREEMENT
Between
City of Olympia & Thurston County
For
Jury Resource List

THIS AGREEMENT is made and entered into by and between Thurston County (Thurston County) and the City of Olympia (City) (pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT).

1. **PURPOSE:** The purpose of this agreement is to enable the Thurston County Superior Court (Superior Court) to provide a jury resource list to the City of Olympia Municipal Court (Municipal Court). RCW 2.36.050 provides in relevant part, "... courts of limited jurisdiction shall use the master jury list developed by the superior court to select a jury panel."
2. **TERM OF AGREEMENT:** The term of this Agreement shall be from the date of the last authorizing signature affixed hereto and shall automatically renew on January 1 of each year thereafter, unless otherwise amended or terminated in the manner provided herein.
3. **RESPONSIBILITIES:**
 The Superior Court shall:
 - 3.1. Provide the initial jury list upon ratification of the contract.
 - 3.2. Provide a jury source list for the Municipal Court each year thereafter subsequent to the State of Washington release of jury source list for Thurston County zip codes.
 - 3.3. Notify the Municipal Court when the State of Washington has released the annual jury source list along with anticipated date that list will be available to the Municipal Court.
 - 3.4. The source list will include the following zip codes: 98501, 98502, 98506, 98507, 98508, 98512, and 98516; and will consist of at least 10,000 names per year.
 - 3.5. Provide quarterly updated jury source lists, when requested by the Municipal Court, within 45 days of request.
4. **COMPENSATION AND BILLING:**
 - 4.1. The Superior Court shall provide jury source list and submit an invoice to the Municipal Court for services rendered.
 - 4.2. The Superior Court shall charge \$500 for the annual jury source list and \$100 for updated quarterly source lists.
 - 4.3. The Municipal Court shall remit payment no more than 30 days after jury source list and invoice are received.
5. **ADMINISTRATION:** This Agreement shall be administered by the Superior Court Administrative Services Manager on behalf of Thurston County, and the Court Administrator on behalf of the City of Olympia. The representatives shall be responsible for administration of this Agreement, and for monitoring performance under this Agreement.

6. CONTACT INFORMATION. For the purpose of administering this Agreement, the parties' representatives contact information is as follows:

THURSTON COUNTY SUPERIOR COURT	+	CITY OF OLYMPIA MUNICIPAL COURT
Elsa Anderson Administrative Services Manager Thurston County Superior Court 2000 Lakeridge Dr SW Olympia WA 98502 (360) 754-4544 anderse@co.thurston.wa.us		Maryam Olson Court Administrator Olympia Municipal Court 900 Plum St SE Olympia WA 98502 (360) 709-2783 Molson@ci.olympia.wa.us

Each party may update or change the contact information for its representative by providing written notice to the other party.

7. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal property will be jointly or cooperatively acquired, held, used or disposed of pursuant to this Agreement.
8. TERMINATION: Either party hereto may terminate this Agreement upon sixty days written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Although the terms of the Agreement may be negotiated or this Agreement terminated, RCW 2.36.050 requires that courts of limited jurisdiction select juries from the master jury list developed by the Superior Court.
9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
12. COUNTERPARTS: Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original.

- 13. RECORDING: This Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.
- 14. RATIFICATION: Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.
- 15. AUTHORITY TO SIGN: Pursuant to RCW 39.34.030, appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force. We, the undersigned, hereby declare that we are authorized to bind our respective parties, and agree to the terms of the foregoing Agreement.

Thurston County:

Pam Hartman Beyer
Signature

Pam Hartman Beyer
Printed Name

Court Administrator
Title

December 20, 2016
Date

APPROVED AS TO FORM:

[Signature]
Thurston County Prosecutor

City of Olympia:

Cheryl Selby
Signature

Mayor Cheryl Selby

December 16, 2016
Date

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney