

INTERLOCAL AGREEMENT ESTABLISHING
DISTRICT COURT FILING AND JURY TRIAL FEES
FOR THE CITY OF RAINIER

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

WHEREAS, the CITY and COUNTY desire to ensure that court services, case processing 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 are limited and the COUNTY can provide court services in an efficient and comprehensive manner; 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 fees at a mutually acceptable rate.

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 code enforcement violations. 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 and customer services as detailed in Exhibit A attached hereto.

In consideration of the Court Services to be performed by COUNTY, this Agreement shall establish filing fees to be paid by the CITY for infractions and

code violations filed in Thurston County District Court for CITY ordinance violations.

1.2 Administration

The administration of Court Services shall be done in the same manner and by the same agency and agents as now administer court services 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, 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.

2. FILING FEES

2.1 Filing fee

The CITY agrees to pay a rate of \$6000 per year, billed at a rate of \$1500 per quarter for the years 2020 through 2022, inclusive, except as provided otherwise herein.

2.2 Exceptions

This Agreement does not apply in traffic cases in which bail or penalty is forfeited to an established violation bureau pursuant to RCW 3.30.090.

2.3 Jury Trial Fees

No additional fees will be charged for summoning of a jury or for jury confirmation. This does not preclude the ability for a Rainier violation case to proceed to trial.

2.5 Other Costs

The fees set forth in Section 2.1 of this Agreement shall include all Court 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, interpreter costs and mental health evaluation costs, which costs shall be paid directly by the CITY;
- b. Prosecution costs including prosecution costs associated with any appeal in CITY cases.

3. TERM AND EXTENSION

3.1 Term

This Agreement shall be in effect upon the later of the approval by the governing body of each party, and the posting upon the websites of the parties as provided by RCW 39.34.040. The term of the Agreement shall be from July 1, 2020 to and including December 31, 2022.

3.2 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 July 1, 2022. 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.

3.3 Termination

As provided in RCW 3.50.810

- a. The CITY must provide written notice of the intent to terminate the agreement to the COUNTY legislative authority at least one year prior to February 1st of the year in which all district court judges are subject to election. The termination will be effective at the end of the next four-year district court judicial term.
- b. The COUNTY must provide written notice of the intent to terminate the agreement to the city legislative authority not less than one year prior to the expiration of the agreement.

4. INDEMNIFICATION

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this

paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event that any of the Parties incurs any judgment, award and/or cost arising therefrom, including attorney fees, to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the responsible Party to the extent of the Party's culpability. This indemnification shall survive the expiration or termination of this Agreement.

5. NO THIRD PARTY RIGHTS

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as third party beneficiary or otherwise) on account of any nonperformance hereunder.

6. CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder, however, any change or addition must be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

7. 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 Administrator, 2000 Lakeridge Dr SW,
Bldg. 3, Olympia, WA 98502

To the CITY: City Mayor, P.O. Box 258 Rainier, Washington 98576

8. 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.

9. SEVERABILITY

If, for any reason, any part, term or provision of his 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.

10. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and supersedes any oral representations or understandings not incorporated herein. 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 non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 14 day of January, ~~2019~~ 2020

CITY OF RAINIER

THURSTON COUNTY, WASHINGTON

BY: Robert Shaw
Robert Shaw, Mayor

BY: Ramiro Chavez
Ramiro Chavez, County Manager

ATTEST:

ATTEST:

Charmayne Garrison Rosemarie J. Boyman
City Clerk Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: [Signature]
City Attorney

By: [Signature]

Exhibit A

Scope of Services

The COUNTY shall provide all necessary personnel, equipment and facilities 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. Such services shall include but not be limited to: issuance of search warrants; the conduct of arraignments, pre-trial hearings, motions and other evidentiary hearings; discovery matters; notifications and subpoenaing of witnesses; the conduct of bench and jury trials; sentencing; post-trial motions; the duties to courts of limited jurisdiction regarding appeals; and any and all other court functions as they relate to municipal cases filed by the CITY.

B. Probation and Other Services. The COUNTY shall provide probation services for CITY cases. The COUNTY may at its discretion provide additional services such as but not limited to veterans court, or mental health court. The COUNTY shall provide access to additional services on the same terms as those services are offered to the COUNTY.

C. File Management and Retention. The COUNTY shall manage and retain cases filed by the CITY in the same manner as other cases filed 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 the services described herein, the COUNTY shall give the CITY a minimum of sixty (60) days' notice.