

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

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

WHEREAS, filing fees for jury trials are to be determined pursuant to an agreement between the CITY and the COUNTY as provided for in RCW 3.62.070 and 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; and WHEREAS the CITY and the COUNTY desire to enhance the relationship established through the Agreement by providing Mental Health and Veterans' Court services to the CITY; and

WHEREAS, the Treatment Sales Tax which funds the Thurston County District Court Mental Health and Veterans' Court programs is collected throughout Thurston County, including the incorporated area of the City of Yelm;

NOW, THEREFORE, in consideration of the terms, covenants, and performance, contained herein, the parties hereto agree as follows:

1. GENERAL

1.1 Purpose

The purpose of this Agreement is to establish filing fees to be paid by the CITY in criminal or traffic infractions filed in Thurston County District Court for CITY ordinance violations.

1.2 Administration

The administration of the terms of this Agreement shall be done in the same manner and by the same agency and agents as now administer filing fees in Thurston County District Court.

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 Jury Trial Fees

A fee shall be paid by the CITY to the COUNTY to cover the cost of summoning a jury. This fee is called the Jury Trial Confirmation Selection Fee and shall be applicable to each case wherein a jury trial is confirmed by the CITY at the confirmation hearing. This fee shall be \$170.00 in 2020.

An additional fee called the Jury Trial Daily Fee shall be paid by the CITY to the COUNTY for each case which is terminated or otherwise concluded after the actual commencement of a jury trial. This fee shall be \$413.00 per day or partial day of trial in 2020.

For the purposes of this Agreement, a jury trial is deemed commenced when the jury is impaneled.

For the purposes of this Agreement, "case" shall include a charge filed against a named individual or multiple charges filed against an individual, which are consolidated for the purposes of trial.

2.2 Adjustments for Inflation

The fees set forth above are for the duration of this Agreement, until or unless the fees are adjusted for inflation as set forth herein. Pursuant to Section 3.2 herein, these shall be increased effectively each January 1st for inflation based on the previous year's June to June Seattle CPI -W index. However, the annual increase shall not be greater than five percent (5%). (For example, a rate increase effective January 1, 2020 will be based on June 2018 to June 2019 Seattle CPI-W index)

2.3 Other Costs Related to Jury Trials

The fees set forth in Section 2.1 of 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 which costs shall be paid directly by the CITY through a contract for such services;
- b. Witness costs and juror costs, including meals as required, together with the applicable mileage allowance, shall be paid by the CITY;
- c. Mental health evaluation costs and the cost of interpreter service, which costs shall be paid directly by the CITY; and
- d. Prosecution costs including prosecution costs associated with any appeal in CITY cases, which shall be paid directly by the CITY.

3. MENTAL HEALTH AND VETERANS' COURT CASES

3.1 Program Placement

At its discretion, the CITY may request an evaluation of a Yelm Municipal Court defendant for placement in the COUNTY's Mental Health or Veterans' Court program. The CITY and COUNTY will follow procedures defined by the County's Mental Health/Veterans' Court program to refer the defendant and, if accepted, enter the defendant into the Mental Health or Veterans' Court program.

3.2 Fees for Mental Health and Veterans Court

As the Mental Health and Veterans Court program is fully funded by Treatment Sales Tax, there are no fees as set forth in Section 2.1 of this Agreement associated with the acceptance of a Yelm Municipal Court defendant into either Mental Health Court or Veterans' Court, except that the CITY is responsible for any costs not covered by Treatment Sales Tax funds, including but not limited to the costs listed in Section 2.3(a)-(d) of this Agreement to the extent such costs are not covered by Treatment Sales Tax funds.

For defendants sanctioned to jail during the course of the program, the CITY is responsible for the transport of defendants between the courtroom and the City's jail facility.

4. TERM AND EXTENSION

4.1 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 January 1, 2020 to and including December 31, 2022.

4.2 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 October 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.

5. CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition shall be made unless in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

6. 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.

7. 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.

8. SEVERABILITY

If, for any reason, any part, term or provision of his Agreement is held by a court of the United States 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.

9. 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. Further, 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 non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

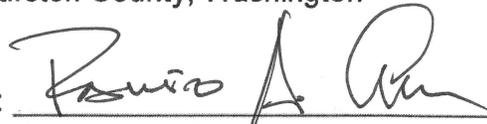
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 12th day of November, 2019.

CITY OF YELM

By: 

JW Foster, Mayor

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

By: 

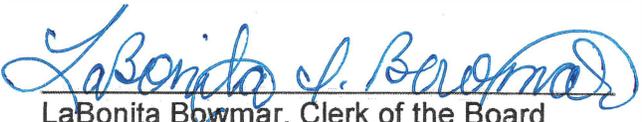
Ramiro Chavez, County Manager

ATTEST:



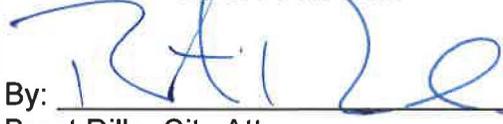
Lori Lucas, City Clerk

ATTEST:



LaBonita Bowmar, Clerk of the Board

APPROVED AS TO FORM
BRENT DILLE, CITY ATTORNEY

By: 

Brent Dille, City Attorney

APPROVED AS TO FORM
JON TUNHEIM, PROSECUTING ATTORNEY

By: 

Elizabeth Petrich, Chief Civil Deputy