

AMENDED  
INTERLOCAL AGREEMENT FOR  
DISTRICT COURT SERVICES  
FOR THE CITY OF TUMWATER

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

WHEREAS, the CITY and COUNTY entered into an Interlocal Agreement Establishing District Court Filing and Jury Trial Fees for the City of Tumwater on June 4, 2013 (Agreement); and

WHEREAS, the pursuant to RCW 3.50.060 and CITY Ordinance O2013-014, the CITY is terminating its municipal court effective July 31, 2013; and

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 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 criminal cases and all infractions requiring a hearing. 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, probation 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 fees to be paid by the CITY in criminal cases or infractions 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.

Issues related to the transition of Court Services to the County and on-going Court Services provided pursuant to this Agreement will be monitored and addressed through a Court Management and Oversight Committee. The Committee shall consist of the District Court Administrator, the COUNTY Manager, the CITY Administrator, and the CITY Finance Director or their designees. The Committee shall meet at least monthly during 2013 and then annually thereafter unless otherwise agreed. The Committee shall ensure a smooth transition of Court Services to the County, shall provide recommendations regarding the implementation of Court Services under this Agreement, and shall ensure that a cost and fee reconciliation is completed at least annually.

## 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.

## 1.5 Revenue Collection

Pursuant to RCW 3.50.100, all fees, costs, fines, forfeitures and other money imposed by the court for the violation of any City ordinance shall be collected by the court clerk and, together with any other noninterest revenues received by the clerk, shall be deposited with the city treasurer.

## 2. FEES

### 2.1 Fees

The CITY agrees to pay fees in accordance with the schedule attached as Exhibit B for each criminal case or infraction filed in Thurston County District Court for violation of any CITY ordinance for the years 2013 - 2018, except as provided otherwise herein.

The CITY shall not incur filing fees for cases originally filed in Tumwater Municipal Court prior to August 1, 2013.

### 2.2 Exceptions

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

### 2.3 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.

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.

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.

The fees shall be as provided in Exhibit B attached hereto.

#### 2.4 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. The fees shall be increased effective 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, 2013 will be based on June 2011 to June 2012 Seattle CPI -W index.) Any adjustment for inflation shall be automatic and not require an amendment to this Agreement.

#### 2.5 Other Costs

The fees set forth in Section 2.1 and 2.3 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 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;
- d. Costs associated with the operation of the City of Tumwater Violations Bureau.

The CITY shall be liable for all the acts or omissions of the City of Tumwater Violations Bureau.

### 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, 2013 to and including December 31, 2018.

### 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, 2018. 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

This Agreement shall be terminated as provided in RCW 39.34.180 and RCW 3.50.810.

## 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 Administrator, 555 Israel Rd SW, Tumwater, WA 98501

#### 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 this 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 1<sup>st</sup> day of August, 2013.

CITY OF TUMWATER

By: Pete Kmet  
Pete Kmet, Mayor

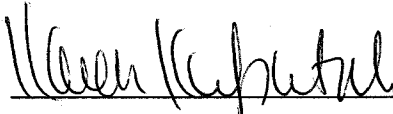
THURSTON COUNTY, WASHINGTON

By: Donald D. Krupp  
Donald D. Krupp, County Manager

ATTEST:

  
City Clerk

APPROVED AS TO FORM:


By:   
Karen Kirkpatrick, City Attorney

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

By:   
Jane Futterman, Civil Division Chief



## **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; providing to the CITY prosecutor complete court calendars, and other documentation necessary to efficient caseload management prior to a scheduled CITY court calendar; 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 drug 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, and COUNTY shall provide a report annually to CITY detailing the other services provided to CITY by COUNTY, specifically enrollment by CITY defendants in drug and mental health court programs.

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 and refer the matter to the Court Management and Oversight Committee.

## **Exhibit B**

### **2013 Thurston County District Court Rate Summary**

<b>Service</b>	<b>2013 Rate</b>		
Traffic	\$ 47		
Non-Traffic	\$ 39		
Parking	\$ 39		
DUI	\$ 294		
Criminal Traffic	\$ 154		
Criminal Non-Traffic	\$ 218		
Jury Trial Daily Fee	\$ 256		
Jury Trial Confirmed Selection Fee	\$ 76		

The fees set forth above are for 2013. In subsequent years, the fees will be adjusted as set forth in Section 2.4 of the Agreement.

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

THIS AGREEMENT, made and entered into by and between the COUNTY OF THURSTON, hereinafter referred to as COUNTY, and the CITY OF TUMWATER, 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 criminal cases and all infractions requiring a hearing. 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, probation 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 in criminal or traffic

infractions 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.

Issues related to the transition of Court Services to the County and on-going Court Services provided pursuant to this Agreement will be monitored and addressed through a Court Management and Oversight Committee. The Committee shall consist of the District Court Administrator, the COUNTY Manager, the CITY Administrator, and the CITY Finance Director or their designees. The Committee shall meet at least monthly during 2013 and then annually thereafter unless otherwise agreed. The Committee shall ensure a smooth transition of Court Services to the County, shall provide recommendations regarding the implementation of Court Services under this Agreement, and shall ensure that a cost and fee reconciliation is completed at least annually.

## 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.

## 1.5 Revenue Collection

Pursuant to RCW 3.50.100, all fees, costs, fines, forfeitures and other money imposed by the court for the violation of any City ordinance shall be collected by the court clerk and, together with any other noninterest revenues received by the clerk, shall be deposited with the city treasurer.

## 2. FILING FEES

### 2.1 Filing fee

The CITY agrees to pay filing fees in accordance with the schedule attached as Exhibit B for each criminal or traffic infraction filed in Thurston County District Court for violation of any CITY ordinance for the years 2013 - 2018, except as provided otherwise herein.

The CITY shall not incur filing fees for cases originally filed in Tumwater Municipal Court prior to August 1, 2013.

### 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

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.

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.

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.

The fees shall be as provided in Exhibit B attached hereto.

#### 2.4 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 effective 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, 2013 will be based on June 2011 to June 2012 Seattle CPI -W index.)

#### 2.5 Other Costs

The fees set forth in Section 2.1 and 2.3 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 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;
- d. Costs associated with the operation of the City of Tumwater Violations Bureau.

The CITY shall be liable for all the acts or omissions of the City of Tumwater Violations Bureau.

### 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, 2013 to and including December 31, 2018.

### 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, 2018. 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

This Agreement may be terminated by either party without cause and in its sole discretion upon twelve months prior written notice to the other party.

## 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 Administrator, 555 Israel Rd SW, Tumwater, WA 98501

#### 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 this 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 4<sup>th</sup> day of June, 2013.

CITY OF TUMWATER

By: Pete Kmet  
Pete Kmet, Mayor

THURSTON COUNTY, WASHINGTON

By: Donald D. Krupp  
Donald D. Krupp, County Manager

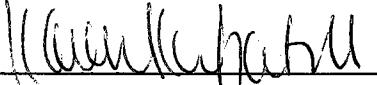
ATTEST:

Mely Valiente  
City Clerk

ATTEST:

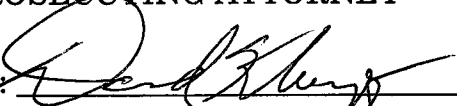
LaBrenda L. Bowman  
Clerk of the Board

APPROVED AS TO FORM:

By:   
Karen Kirkpatrick, City Attorney

APPROVED AS TO FORM:

JON TUNHEIM  
PROSECUTING ATTORNEY

By:   
David Klumpp, Civil Division Chief

## **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; providing to the CITY prosecutor complete court calendars, and other documentation necessary to efficient caseload management prior to a scheduled CITY court calendar; 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 drug 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, and COUNTY shall provide a report annually to CITY detailing the other services provided to CITY by COUNTY, specifically enrollment by CITY defendants in drug and mental health court programs.

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 and refer the matter to the Court Management and Oversight Committee.

## **Exhibit B**

### **2013 Thurston County District Court Rate Summary**

<b>Service</b>	<b>2013 Rate</b>		
Traffic	\$ 47		
Parking	\$ 39		
DUI	\$ 294		
Criminal Traffic	\$ 154		
Criminal Non-Traffic	\$ 218		
Jury Trial Daily Fee	\$ 256		
Jury Trial Confirmed Selection Fee	\$ 76		

The fees set forth above are for the 2013 – 2018 term until or unless the fees are adjusted for inflation as set forth in the Agreement.

SECOND AMENDED  
INTERLOCAL AGREEMENT FOR  
DISTRICT COURT SERVICES  
FOR THE CITY OF TUMWATER

THIS SECOND AMENDED INTERLOCAL AGREEMENT, is made and entered into by and between the COUNTY OF THURSTON, hereinafter referred to as COUNTY, and the CITY OF TUMWATER, hereinafter referred to as CITY;

WHEREAS, the CITY and COUNTY entered into an Interlocal Agreement Establishing District Court Filing and Jury Trial Fees for the City of Tumwater on June 4, 2013, amended by the Amended Interlocal Agreement for District Court Services for the City of Tumwater dated August 1, 2013 (collectively, the Agreement); and

WHEREAS, the CITY and COUNTY seek to continue the relationship established through the Agreement by extending the term of the Agreement and clarifying additional costs by City will pay; and

WHEREAS, Section 6 of the Agreement provides that the Agreement may only be amended by written agreement signed by the parties; and

WHEREAS, the CITY and COUNTY desire to ensure that court services, case processing and court operations continue to be delivered as consistently and efficiently as possible and to work together to provide an accessible forum for the fair, efficient, and consistent resolution of cases; and

WHEREAS, the parties also seek to amend the Agreement to include certain other costs;

NOW, THEREFORE, the parties agree to the following amendments:

1. GENERAL.

Section 1.1 of the Agreement, Purpose, is amended to provide for the services as described and detailed in Exhibit "A-2," attached hereto and incorporated herein.

2. FEES.

Section 2.5 of the Agreement, Other Costs, is amended to include the following:

- e. Costs associated with interpreter services.

3. TERM AND EXTENSION.

Section 3.1 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 28<sup>th</sup> day of FEBRUARY, 2017.

CITY OF TUMWATER

THURSTON COUNTY, WASHINGTON

By: Pete Kmet  
Pete Kmet, Mayor

By: Ramiro Chavez  
Ramiro Chavez, County Manager

ATTEST:

Melody Valiant  
Melody Valiant, City Clerk

ATTEST:

LaBonita L. Bowmar  
LaBonita Bowmar, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Karen Kirkpatrick  
Karen Kirkpatrick, City Attorney

JON TUNHEIM  
PROSECUTING ATTORNEY

By: Elizabeth Petrich  
Elizabeth Petrich

## **Exhibit A-2**

### **Amended 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; arranging for interpreter services as needed, providing to the prosecutor complete court calendars, and other documentation necessary to efficient caseload management prior to a scheduled CITY court calendar; 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 use its best efforts to afford CITY cases access to these additional services on the same terms as those services are offered to the COUNTY, and COUNTY shall provide a report annually to CITY detailing the other services provided to CITY by COUNTY, specifically enrollment by CITY defendants in veterans and mental health court programs.

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 and refer the matter to the Court Management and Oversight Committee.