

March 11, 1992  
EP/lk P:302J.2

Introduced by: KENT PULLEN

Proposed No.: 92-171

**8616**

MOTION NO. \_\_\_\_\_

A MOTION authorizing the executive to enter into an interlocal agreement with the City of Duvall, establishing filing fees to be paid by the city for court services.

WHEREAS, the City of Duvall would like to file infraction and citation cases at the Northeast Division of the King County district court, and

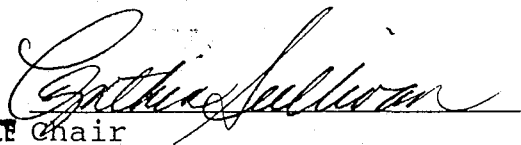
WHEREAS, King County can provide these services;

NOW, THEREFORE BE IT MOVED by the Council of King County:

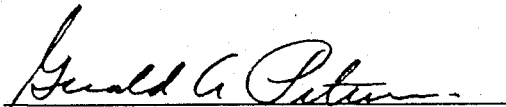
The county executive is hereby authorized to enter into an interlocal agreement with the City of Duvall to establish the fee to be paid to the county for cases filed by Duvall.

PASSED this 27<sup>th</sup> day of April, 1992

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
VICE Chair

ATTEST:

  
Clerk of the Council

INTERLOCAL AGREEMENT ESTABLISHING  
DISTRICT COURT FILING FEES FOR CERTAIN  
CRIMINAL AND TRAFFIC INFRACTION ACTIONS

WHEREAS, RCW 3.62.070, as amended by Chapter 129, Laws of 1979, 1st EX. Sess., by Chapter 128, Laws of 1980, 1st Reg. Sess., and by Chapter 258, Laws of 1984, 1st Reg. Sess., requires King County, hereafter called the "County" and the City of Duvall, hereafter called "City", to enter into an agreement establishing a filing fee to be paid in certain criminal or traffic infraction actions filed in district court for ordinance violations, and,

WHEREAS, King County and the City are desirous of establishing a filing fee in such cases at a mutually acceptable rate, therefore;

BY THIS AGREEMENT, the County and City mutually agree to the establishment of certain filing fees as follows:

SECTION 1: GENERAL

1.1 Purpose. The purpose of this Interlocal Agreement is to define a process for establishing filing fees to be paid by the City to the County for processing the City ordinance violation cases in District Court.

1.2 Administration. This Interlocal Agreement shall be administered by King County.

1.3 Property. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.

1.4 Financing. There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

1.5 Marginal Cost Formula. The filing fees are based on the application of filings and cost data into a marginal cost formula. The marginal cost formula determines the filing from four cost categories: 1) clerical, 2) extra judicial, 3) space, and 4) general operations and maintenance costs. The city's share of extra judicial, space and operations/maintenance costs are allocated on the percentage of municipal cases out of the total caseload. The clerical costs are allocated based on statistics collected by the District Courts which quantify time spent processing city cases. The precise application of the marginal cost formula is documented on the fee schedule (Attachment A) which support the filing fees agreed to in this contract. The time standards used to estimate the number of clerk minutes necessary to process filing through the Court

system, will be reviewed annually. There will be no changes to the marginal cost formula or to the method of quantifying clerical time statistics without the approval of the City.

## SECTION 2: FILING FEES

2.1 1992 Filing Fees. The City agrees to pay a filing fee of \$15.28 for each traffic infraction and to pay a filing fee of \$52.57 for each citation/complaint as reported during 1992 on the monthly District Court Caseload Report for violation of any City ordinance, except as provided in Section 2.2 of this Interlocal Agreement Provided, in cases where the bail or penalty is paid or forfeited as reported on the monthly District Court Caseload Report, the filing fee shall be reduced to three dollars (\$3.00). If this or any other city terminates an existing Traffic Violations Bureau or otherwise causes cases to be sent to the District Court instead of to their existing Traffic Violations Bureau, the entire basis on which this agreement is based may be adversely affected. Such a change will be considered to be a material violation and constitute a termination of this Agreement. A Termination Notice, as provided in Section 3.2, must be made by the City in order that the entire question of the Bail Forfeiture Fee can be considered in a renegotiation with all of the cities participating in this Interlocal Agreement.

2.2 Exceptions. This Interlocal Agreement, however, does not apply in traffic cases wherein bail or penalty is forfeited to a violations bureau, in cases filed in municipal departments established pursuant to Chapter 3.46 RCW, or in cases where a city has contracted with another city for such services pursuant to Chapter 39.34 RCW.

2.3 Future Filing Fees. The future filing fees will be calculated by the Office of the King County Executive during May of each year. The previous calendar year's actual filings and actual costs will be applied to the "Marginal Cost Formula" to determine fees to be charged by each District Court for the coming year. The County will notify the City of the calculated fees by June 1st. Said calculated fees shall become the filing fee for the next year, except as otherwise limited by paragraph 2.4.

2.4 Future Filing Fee Limits. If the new per case filing fees calculated under Section 2.3. of this Interlocal Agreement fluctuate from the previous year's fees for their Infractions or Citations/Complaints by plus or minus 10% in the District Court used by the City, the new fees must be studied and justified through renegotiation with all the Cities being served by that Court. If the parties are unable to renegotiate a new fee level by September 30, the parties agree to submit the fees to arbitration as provided by Section 3.3 of this contract. If the new fees fluctuate less than 10%, the increase or decrease in fees will be capped at plus or minus 6% without reopening

negotiations. No attempt will be made to recapture a possible fluctuation difference between 5% and 10% of the per case filing fees whether high or low.

2.5 Renegotiation. In the event renegotiation is triggered for Cities whose new fees fluctuated by 10% or more under Section 2.4, all Cities will be notified and kept informed of the progress of the renegotiation process with the affected cities. Any change in the methodology for computing one city's filing fees will be available to all cities where appropriate.

### SECTION 3: DURATION AND TERMINATION

3.1 Duration. This Interlocal Agreement shall remain in full force and effect from March 1, 1992 to December 31, 1992 and shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the County or City notify the other party in writing of its intent to terminate as provided in Section 3.2 of this Interlocal Agreement.

Termination Notice. Any notification of intent to terminate this Interlocal Agreement must be received by the other party no later than July 15th preceding the date of termination. The date of termination is end of the last day of the calendar year in which a Termination Notice is properly tendered.

3.3 Renegotiation and Arbitration. In the event of termination of this Interlocal Agreement, the County and City agree to renegotiate the filing fees which are the subject of the Interlocal Agreement. In the event that such issue 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.

3.4 Interim Filing Fee. If, in the event of termination or renegotiation, a new filing fee is not established by negotiation or arbitration prior to the start of the new calendar year, the most recent fee established under the terms of this Interlocal Agreement shall remain in full force and effect until a new fee is determined by negotiation or arbitration.

### SECTION 4: NOTICE

Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee; or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designed by the addressee by written notice to the other party:

To County: King County Executive  
Room 400, King County Courthouse  
Seattle, Washington 98104

To City Mayor, City of Duvall  
P.O. Box 1300  
Duvall, Washington 98019

SECTION 5: SUCCESSORS

This Interlocal Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successor and assigns.

ACCEPTED AND APPROVED:

KING COUNTY:

CITY OF DUVALL

By: \_\_\_\_\_

By: [Signature]

Title: \_\_\_\_\_

Title: Mayor

This \_\_\_ day of \_\_\_ 1992.

This 25<sup>th</sup> day of FEB 1992.

Approved as to form

[Signature: Ken. Raymond]  
Deputy Prosecuting Attorney

This 28 day of FEB 1992.