

MOTION NO. 9025

A MOTION authorizing the county executive to enter into interlocal agreements with the city of Woodinville relating to municipal services.

WHEREAS, the city of Woodinville will incorporate on March 31, 1993 at 12:01 a.m.,  
and

WHEREAS, the city desires to secure certain municipal services from the county for their residents, and

WHEREAS, the county is able and willing to provide the requested municipal services,

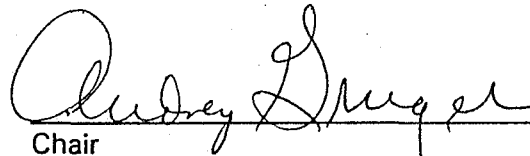
NOW, THEREFORE BE IT MOVED by the Council of King County:

The county executive is authorized to execute interlocal agreements, substantially in the forms attached, with the city of Woodinville for the county to provide the following services:

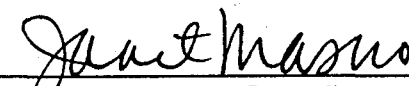
1. District Court Services
2. Interim Roads Services (Public Works)
3. Contract Monitoring Services (OFM)

PASSED this 1<sup>st</sup> day of June, 19 93

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Deputy Clerk of the Council

Attachments: Agreements:  
Interlocal Agreement Establishing District Court Filing Fees  
Interim Interlocal Agreement for Roads Maintenance Services  
Interlocal Agreement Relating to the Monitoring of Contracts

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**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., authorizes King County (hereafter called the "County"), and the City of Woodinville (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;

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

**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 is 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 attached fee schedule which supports the filing fees agreed to in this contract. 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.

## 2. Filing Fees

- 2.1 1993 Filing Fees. The City agrees to pay a filing fee of \$15.28 for each traffic infraction and to pay a filing fee of \$52.27 for each citation/complaint 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 will 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, or where the City establishes a municipal court pursuant to Chapter 3.50 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 1. Said calculated fees shall become the filing fee for the next year, except as otherwise limited by Section 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 re-opening 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.

## 3. Duration and Termination

- 3.1 Duration. This Interlocal Agreement shall remain in full force and effect from March 31, 1993 to December 31, 1993 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.
- 3.2 Termination Notice. Any notification of intent to terminate this Interlocal Agreement must be received by the other party no later than July 15 preceding the date of termination. The date of termination is the end of the last day of the calendar year in which a Termination Notice is properly tendered.
- 3.3 Renegotiation and Arbitration. If the parties are unable to renegotiate filing fees prior to July 15, and neither party desires to terminate pursuant to Section 3.2 above, the County and City agree to submit the issue to arbitration pursuant to Chapter 7.04 RCW and the County and City shall be entitled to the same rights and subject to the same duties as other parties who have agreed to submit to arbitration pursuant to Chapter 7.04 RCW. 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.
4. Indemnification.
- 4.1 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the city from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause claim, suit, action or administrative proceeding is commenced in the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgement is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- 4.2 Each party shall indemnify and hold harmless the other and its officers, agents and employees or any of them from any and all claims, actions, suits, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent acts or omissions of or the violation of any persons's civil rights by the party, its officers, agents and employees or any of them. For the purposes of this section, any District Court Judge when presiding over or acting in a criminal or traffic infraction action filed in District Court for violation of a City ordinance shall be deemed a City officer, otherwise the judge shall be deemed a County officer. For the purposes of this section, any other District Court personnel, when acting pursuant to a City policy, procedure or practice which is different from a District Court policy, procedure or practice shall be deemed a City officer, otherwise they shall be deemed a County officer.

- 4.3 In the event that any suit based upon a claim, action, loss or damage, as described in section 4.2, is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgement be rendered against the County, its officers, agents and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.
- 4.4 In the event that any suit based upon a claim, action, loss or damage, as described in section 4.2, is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgement be rendered against the City, its officers, agents and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the County shall satisfy the same.
5. Notice. Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee or if sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To County: King County Executive  
Room 400, King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

To City: Mayor, City of Woodinville  
13209 Northeast 175th Street  
Woodinville, WA 98072

6. **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 Woodinville:

By: \_\_\_\_\_  
County Executive

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

This \_\_\_\_\_ day of \_\_\_\_\_  
199\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_  
199\_\_\_\_.

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

King County District Court:

\_\_\_\_\_  
Presiding Judge

\_\_\_\_\_  
Date

**AN INTERIM INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF WOODINVILLE**

for Provision of Roads Maintenance Services

This Agreement is made and entered into this day by and between the City of Woodinville, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the residents of the unincorporated King County area known as Woodinville have voted to become an incorporated city, and

WHEREAS, the Revised Code of Washington, Chapter 35.02.220, states in part that the County shall continue to provide roads maintenance services to the City at the preincorporation level for sixty days from the official date of the incorporation, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services, and

WHEREAS, PURSUANT TO RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative actions;

NOW, THEREFORE, the County and City hereby agree:

1. Transition Period

- 1.1 The County agrees to provide road and traffic maintenance services to the City at the preincorporation level as required by RCW 35.02.220.
- 1.2 Such services will continue for sixty days from the official date of incorporation or until forty percent of the anticipated annual tax distribution from the road district tax levy is made to the newly incorporated city, whichever is shorter.
- 1.3 The City agrees that any change in service level will be initiated after the sixty-day period has expired.
- 1.4 The County and City shall each designate a liaison to coordinate service requests and other administrative tasks during the transition period.
- 1.5 The County and City liaisons shall outline and agree to a standard procedure for coordination of activities during the transition period.
- 1.6 The City hereby authorizes King County to provide road maintenance services on city road rights-of-way for the duration of the transition period.

Woodinville Interlocal Agreement: Interim Road Maintenance

1.7 The parties agree that the intent of this agreement is to clarify roles during the 60 day transition period provided for in RCW 35.02.220., and that this agreement is an interim agreement only. The parties intend to enter into a more detailed interlocal agreement prior to the expiration of the 60 day transition period.

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Woodinville

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**Interlocal Agreement Between  
King County and the City of Woodinville**  
Relating to Monitoring of Contracts for Services  
and Cost Differentials of Certain Contracts

This is an agreement between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Woodinville, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS the City will incorporate and commence operation on March 31, 1993; and

WHEREAS beginning March 31, 1993, the County will provide certain municipal services to the City through contracts; and

WHEREAS the County has estimated the costs of these services and the City has relied upon these estimates in developing its 1993 budget; and

WHEREAS the City and County desire to monitor service provision and the actual costs thereof;

NOW THEREFORE, the County and City hereby agree:

1. Contract Monitoring. A contract monitoring committee, composed of the City Manager, a representative of the County Executive, a representative of the County Council, and a representative of the City Council, will meet quarterly for the first year and then as necessary thereafter to review service provision and costs for the following interlocal agreements:

- Public Health
- Jail Booking and Maintenance
- Law Enforcement Services
- Surface Water Management
- Solid Waste
- Animal Control
- For Hire Vehicle Licensing
- Building Permits
- Parks
- District Court
- Real Property Permits
- Regulatory and Business License

This contract monitoring is in addition to the routine contract administration activities provided for in the particular agreements. The committee will be available to elected officials to report on significant performance and costs issues. For information on particular agreements, the County representatives will consult with and, as appropriate,

secure assistance from the County agencies providing the service.

2. Cost Differentials. For any contract where the City will be billed for actual cost and usage of the service, should the amount billed for calendar year 1993 exceed one hundred and fifteen percent (115%) of the amount estimated by the County, the City may elect to extend the payment period, paying the amount above the 115% over a two-year period. The City shall present the County with a payment schedule by January 31, 1994. Interest at the rate the County could have earned on overnight investments shall be assessed monthly on any unpaid balance in 1994. At any time, the City may make full or additional partial payments on the amount due, with no prepayment penalty.
3. Agreement in Principle. Both parties recognize that the transition of authorities and responsibilities from the County to the City involves not only decisions and agreements on provision of major municipal services but also numerous other matters. Many of the latter require study that could not be accomplished satisfactorily within the time available prior to incorporation.

Therefore, the parties have noted the following subjects for further discussion and, if necessary, agreements:

- 3.1 Transfer of utility franchise fees, and road or other mitigation fees collected and/or conditioned as part of land use application approval.
4. Duration. This Agreement is effective upon authorization and signature by both parties. The agreement shall renew automatically from year-to-year so long as any other agreements referenced in Section 1 above are in effect, unless either party provides sixty days written notice to terminate the agreement, provided that during 1993 the County may not terminate the agreement, and provided further than once the City elects an extended payment schedule that schedule may continue beyond the term of this Agreement unless amended by the City.
5. Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

Woodinville Interlocal Agreement: Umbrella Agreement

IN WITNESS WHEREOF, the parties have executed this agreement.

King County

City of Woodinville

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

OFM March 29, 1993  
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