

Motion No. 9323

A MOTION authorizing the King County Executive to enter into an interlocal agreement with certain suburban cities to establish filing fees to be paid in certain criminal or traffic infraction actions for ordinance violations filed in District Court.

WHEREAS, the suburban cities listed on Attachment A hereto are desirous of entering into an agreement with King County to establish a filing fee to be paid in certain criminal or traffic infraction actions filed in district court for ordinance violations, and

WHEREAS, the county has agreed to provide municipal court services through the district court and to accept filings for violations of any suburban city ordinance as detailed in the proposed Interlocal Agreement, and the agreement sets fees for said filings, and

WHEREAS, the suburban cities have requested that the county perform these duties, and

WHEREAS, the proposed Interlocal Agreement provides an efficient and effective method for providing court services to the suburban cities, and

WHEREAS, King County and the suburban cities have agreed to a cost sharing formula which is incorporated into the attached agreement, and

WHEREAS, the cost sharing formula cannot be altered without further negotiation between the parties, and

WHEREAS, based upon the understanding and agreements reached during this negotiation process, King County does not intend to seek modifications to state law regarding cost recovery for district court service or local options to establish municipal courts pending the outcome of the required comprehensive review of local/regional services. Furthermore, King County desires that any changes to state law regarding the district court system be developed in a collaborative manner;

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

2 The King County executive is authorized to enter into an interlocal agreement,
3 substantially in the form of Attachment B, with the suburban cities listed in Attachment A to
4 establish filing fees to be paid in certain criminal or traffic interaction actions filed in district court
5 for ordinance violations.

6 PASSED this 27th day of June, 1994.

7 Passed by a vote of 8-1.

8 KING COUNTY COUNCIL
9 KING COUNTY, WASHINGTON

10 Kent Pullen
11 Chair

12 ATTEST:

13 Gerald A. Peterson
14 Clerk of the Council

15 Attachments:

- 16 A. List of Cities
- 17 B. Sample of Interlocal Agreement

KING COUNTY DISTRICT COURT
District Court Division & Contract Cities

BELLEVUE

Bellevue
Clyde Hill
Hunts Point
Medina
Mercer Island
Yarrow Point

FEDERAL WAY

Federal Way

ISSAQUAH

North Bend
Snoqualmie

NORTHEAST

Carnation
Duvall
Kirkland
Redmond
Skykomish
Woodinville

SOUTHWEST

Burien
Normandy Park

**INTERLOCAL AGREEMENT ESTABLISHING
FILING FEES FOR MUNICIPAL CASES FILED IN KING
COUNTY DISTRICT COURT**

Whereas, RCW 3.62.070, as amended, provides that cities shall be charged a filing fee for every criminal or traffic infraction action filed by cities in county district courts for municipal ordinance violations, and

Whereas, RCW 3.62.070, as amended, provides that such fees be established pursuant to an agreement as provided for in chapter 39.34 RCW, the Interlocal Cooperation Act, and

Whereas, King County, hereafter referred to as the "County" and the « 3 », hereafter referred to as the "City", desire to enter into such an agreement to, among other things, describe the municipal court services to be provided by the County, establish filing fees for municipal cases filed in District Court at a mutually acceptable rate, and provide for a mechanism to adjust the filing fees on an annual basis;

BY THIS AGREEMENT, the County and the City mutually agree as follows:

1. General

- A. Purpose. The purpose of this Interlocal Agreement is to define the process for establishing filing fees to be paid by the City to the County for processing municipal cases filed by the City in District Court, a mechanism to adjust fees, and the court services to be provided by the County to the City.
- B. Municipal Cases and Municipal Court Services. The County shall provide court services for all municipal cases filed by the City in King County District Court. The County shall provide court services to the City at the same level as the County provides for the same type of cases originating in unincorporated King County.
1. Municipal Cases. Municipal cases shall include all civil or traffic infraction actions, civil drug forfeiture actions and criminal citations/complaints filed by the City in District Court.
 2. Municipal Court Services. Municipal court services include all court services imposed by state statute, court rule, City ordinance, or other regulation as now existing or as hereafter amended, except that the County and City agree to review the filing fees in the event that changes in state statute, court rule, City ordinance, or other regulation require new municipal court services not included in the filing fee formula established under this agreement or result in reductions or deletions in

municipal court services provided by the County to the City. The filing fees provided in this agreement shall constitute full compensation for municipal court services currently provided by the County to the City.

Municipal court services currently provided by the County to the City are: the filing, processing, adjudication, and penalty enforcement of all municipal cases filed, or to be filed, by the City in District Court, including but not limited to issuance of search and arrest warrants, procedures for establishing bail arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, presentence investigations, sentencing, post-trial motions, the duties of courts of limited jurisdiction regarding appeals, and any and all other court functions as they relate to municipal cases filed by the City in District Court. The County shall provide all necessary judicial clerical personnel to perform such services in a timely manner as required by law and court rule.

- C. Property. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.
- D. 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.
- E. 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 fee 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. 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. A copy of the marginal cost formula applied to filings and cost data for 1994 is attached to this agreement.
 - (1) Clerical costs are defined as the actual expenditures for any and all clerical (court clerk and clerical supervisory) positions, both permanent and temporary, full time or part time, employed at and by the District Court division in which the municipal cases are filed.

- (2) Extra judicial costs are defined as a division's actual expenditure for traffic magistrates employed at or by the district court division in which the municipal cases are filed. Traffic magistrates shall be used solely to hear mitigation hearings, provided that to the extent a division may choose to utilize traffic magistrates for other purposes, the actual expenditures charged to the City shall be limited to the use of the traffic magistrate for mitigation hearing purposes only.
- (3) Space costs are a division's actual expenditures for leased space. No additional charges are included in this contract for County owned buildings.
- (4) General operation and maintenance costs are defined as only those divisional expenditures for supplies and services which are affected by municipal filings, including office, copy machine and data processing supplies; banking services; postage; utilities; equipment repair; copy machine repair; other equipment rental such as postage meter rental; and printing.

F. Contract Administration and Services Monitoring Committee.

- (1) This agreement shall be administered by the King County Executive or his/her designee, and the Chief Executive Officer of the City or his/her designee.
- (2) A contract services monitoring committee, composed of a representative of the Chief Executive Officer of the City and a representative of the District Court Division Administration, will meet quarterly to review day to day operations, service provision and to resolve operational conflicts. The City and County shall notify the other in writing of its designated representative. Either party is authorized to convene a meeting with a minimum of ten (10) working days written notice to the other.
- (3) Any operational conflict that is not resolved by the contract services monitoring committee shall be referred to the Chief Executive Officer of the City and the Presiding Judge of the District Court.

2. Filing Fees

- A. **1994 Filing Fees.** The City agrees to pay a filing fee of \$ « 6 » for each traffic infraction action and to pay a filing fee of \$ « 7 » for all other actions filed in King County District Court, except as provided in Section 2.B. 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 the City terminates an existing Traffic Violations Bureau or otherwise causes cases to be sent to the District Court instead of to its existing Traffic Violations Bureau, the entire basis on which this agreement is based may be affected. Therefore, any City which intends to terminate an existing Traffic Violations Bureau must notify the County of their intent no later than July 15 of the year preceding the termination of the Traffic Violations Bureau. Failure to notify by the time specified will result in immediate recalculation of the filing fees paid by the City. Any city which intends to implement a new Traffic Violations Bureau must notify the County of their intent no later than July 15 of the year preceding the year of the Traffic Violations Bureau change.
- B. **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.
- C. **Future Filing Fees.** The future filing fees will be calculated by the Office of the King County Executive on or about May 1 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 on or about May 1st. Said calculated fees shall become the filing fee for the next year, except as otherwise limited by paragraph 2.D.
- D. **Future Filing Fee Limits.** If the new per case filing fees calculated under Section 2.C. of this Interlocal Agreement fluctuate from the previous year's fees for their Infractions or Citations/Complaints by plus or minus 10% or greater in the District Court division 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 July 15, the parties agree to submit the fees to arbitration as provided by Section 3.C. 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.

- E. **Renegotiation** In the event renegotiation is triggered for Cities whose new fees fluctuated by 10% or more under Section 2.D., 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**

- A. **Duration**. This Interlocal Agreement shall remain in full force and effect from September 1, 1994 to December 31, 1994 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.B. of this Interlocal Agreement.
- B. **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, except that in 1994 notification of intent to terminate this Interlocal Agreement must be received by the other party no later than September 1, 1994. The date of termination is the end of the last day of the calendar year in which a Termination Notice is properly tendered.
- C. **Renegotiation and Arbitration**.
- (1) If the parties are unable to renegotiate filing fees prior to July 15, and neither party desires to terminate pursuant to Section 3.B. 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, as currently existing or as hereafter amended.
 - (2) The renegotiation of the filing fees may also be triggered in the event of a material change in the type, level, or method of delivery of services provided by the County under this agreement. Material change is defined for the purposes of this section to mean a variation of more than ten (10) percent from the prior year in the cost categories as described in Section 1.F. The County shall notify cities of its intent to implement a material change no later than September 1 of any year in order for the

material change to be effective for the next year. Such renegotiation may take place once per year only, and must occur during the period of from September 1 through October 31 and conclude no later than October 31 for the year following. Should either party wish to terminate the contract subsequent to the renegotiation period for these purposes, such notification of termination must be provided no later than December 1 for withdrawal no earlier than July 1 of the year following.

- D. 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.

- A. 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 regulation, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which 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 judgment 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.
- B. The City shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the City's acts, errors or omissions with respect to the subject matter of this agreement, provided, however, that
- (1) the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the County, its officers, agents or employees; and

- (2) the City's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the City and the County shall apply only to the extent that the City's actions or negligence caused or contributed thereto.
- C. The County shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the County), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the County's acts, errors or omissions with respect to the subject matter of this agreement, provided, however, that
- (1) the County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the City, its officers, agents or employees; and
 - (2) the County's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the County and the City shall apply only to the extent that the County's actions or negligence caused or contributed thereto.
- D. Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County employees by virtue of their employment. Nothing in this agreement shall make any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

- 5. Survival. The provisions of Sections 3.D and 4 shall survive the expiration and termination of this agreement with respect to any event occurring prior to such expiration or termination.
- 6. 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
 516 Third Avenue
 Seattle, Washington 98104

To City: Mayor, « 3»
 « 4»
 « 5»

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

« 3»

King County Executive

Chief Executive Officer

Date
Approved as to Form

Date
Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Date

Date

District Court Filing Fees Agreement: «3»

Presiding Judge of the District Court

Date

Attachment: Application of Marginal Cost Formula for 1994

		Aukeen	Bellevue	Fed Way	Issaquah	Northeast	Southwest
FTEs							
	Expenses	\$658,913	\$596,749	\$452,152	\$331,196	\$715,555	\$477,426
	FTEs	26.16	23.50	19.00	13.00	29.00	20.00
	Avg \$/FTE	25,188	25,394	23,797	25,477	24,674	23,871
	Bodies	30	25	21	13	31	23
Benefits							
	Health 3,780	113,400	94,500	79,380	49,140	117,180	86,940
	Insurance 110	3,300	2,750	2,310	1,430	3,410	2,530
	Soc. Sec 7.65%	50,407	45,652	34,589	25,337	54,739	36,523
	Retirmnt 7.94%	52,318	47,383	35,900	26,297	56,814	37,907
	TOTAL	219,425	190,285	152,179	102,204	232,144	163,900
	Average per FTE	8,388	8,097	8,009	7,862	8,005	8,195
1	Total Avg per FTE	\$33,576	\$33,491	\$31,806	\$33,339	\$32,679	\$32,066
MUNICIPAL CLERICAL							
2	Infraction	1.80	6.69	2.13	0.15	3.22	0.08
3	Citation	6.43	8.61	5.35	0.58	9.20	0.28
FILINGS - MUNICIPAL							
	Total Infractions	6,967	20,365	9,062	619	9,641	354
	Less Forfeit.	919	856	2,949	101	596	106
	Net Infractions	6,048	19,509	6,113	518	9,045	248
4	% of Net Total	30.59%	61.56%	32.66%	3.59%	29.24%	0.98%
	Total Citations	3,383	4,524	3,281	364	5,063	163
	Less Forfeit.	216	426	162	17	239	10
	Net Citations	3,167	4,098	3,119	347	4,824	153
5	% of Net Total	16.02%	12.93%	16.66%	2.41%	15.59%	0.60%
FILINGS - TOTAL							
	Total	26,254	33,553	28,012	22,653	40,294	36,661
	Less Forfeiture	6,480	1,860	9,295	8,242	9,361	11,336
	Net Total Filings	19,774	31,693	18,717	14,411	30,933	25,325
MISCELLANEOUS							
	Mag. & Traffic	17,750	14,182	11,195	4,360	23,760	7,378
	Op. & Maint.	105,965	98,674	75,961	45,359	96,956	93,166
	Extra Help	5,091	16,662	17,089	13,777	23,651	16,016
	Space	0	28,907	0	122,822	0	0
6	Total Misc.	128,806	158,425	104,245	186,318	144,367	116,560
SUMMARY COSTS							
INFRACTIONS							
4 x 6	Miscellaneous	39,396	97,520	34,047	6,697	42,214	1,141
1 x 2	Clerical	60,437	224,055	67,747	5,001	105,226	2,565
	TOTAL	\$99,833	\$321,575	\$101,794	\$11,698	\$147,440	\$3,706
	# of Infractions	6,048	19,509	6,113	518	9,045	248
	Infraction Fee	\$16.51	\$16.48	\$16.65	\$22.58	\$16.30	\$14.94
CITATIONS							
5 x 6	Miscellaneous	20,630	20,485	17,371	4,486	22,514	704
1 x 3	Clerical	215,894	288,358	170,162	19,337	300,647	8,978
	TOTAL	\$236,524	\$308,843	\$187,533	\$23,823	\$323,161	\$9,682
	# of Citations	3,167	4,098	3,119	347	4,824	153
	Citation Fee	\$74.68	\$75.36	\$60.13	\$68.65	\$66.99	\$63.28