

April 10, 1995

Introduced By:

JANE HAGUE

CM:kk

Proposed No.:

95-280

MOTION NO. **9555**

A MOTION authorizing the King County Executive to sign an addendum to an existing interlocal agreement with certain suburban cities regarding District Court filing fees.

WHEREAS, certain suburban cities have entered into an interlocal agreement with King County for court services and 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 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 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 interlocal agreement, and

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

WHEREAS, 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, and

WHEREAS, certain suburban cities have expressed a desire to enter into an addendum to modify the existing district court filing fee interlocal agreement to provide greater local flexibility to establish and pay for improved or additional district court services, and

WHEREAS, the addendum does not alter the marginal cost formula for calculating the basic filing fees established in the existing interlocal agreement, and

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WHEREAS, King County is willing to offer an optional approach to providing district court services to those suburban cities who so desire;

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

The King County executive is authorized to execute an addendum to the existing district court interlocal agreement, substantially in the form of Attachment A, with certain suburban cities to establish greater local flexibility and price certainty for district court services.

PASSED by a vote of 11 to 0 this 8th day of May, 1995.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Janet Masuo
Deputy Clerk of the Council

Attachments:

District Court interlocal agreement with suburban cities

ADDENDUM

TO

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

Whereas, King County, ("County"), and the City of Bellevue, ("City"), desire to enter into an interlocal agreement establishing filing fees for municipal cases filed in King County District Court; and

Whereas, the County and the City have negotiated an interlocal agreement entitled Interlocal Agreement Establishing Filing Fees for Municipal Cases Filed in King County District Court ("Agreement"); and

Whereas, the County and the City desire to execute an Addendum to the Agreement for the purpose of making certain modification to the Agreement; and

Whereas, execution of the Agreement is subject to the execution of this Addendum; now, therefore,

BY THIS ADDENDUM, the County and the City agree as follows:

1. General.
 - A. Purpose. The purpose of this Addendum is to make certain additions to and to modify certain provisions of the Agreement.
 - B. Conflict. In the event of any conflict between the provisions of the Agreement and the provisions of this Addendum, the provisions of this Addendum shall control.
2. Changes in Law. Notwithstanding anything in Section 1.B.2 of the Agreement to the contrary, the City and the County agree that in the event of any changes in state statute, court rule, City ordinance, or other regulation requiring new municipal court services not included in the filing fee formula established under the Agreement, any changes in filing fees negotiated as a result of the review in filing fees directed in Section 1.B.2 of the Agreement will become effective as of January 1 of the immediately following year.
3. Memorandum of Understanding Regarding Service Level Issues. In the event that the City and the District Court execute a Memorandum of Understanding regarding court services, it shall be incorporated into and become a part of the Agreement, and the Agreement shall be deemed by the parties to be executed in consideration of such Memorandum of Understanding and such other mutual consideration as is described in the Agreement. The parties agree that the Memorandum, and its implementation where

appropriate, will be reviewed and monitored by the Contract Services Monitoring Committee established in the Agreement.

4. **Full Costs Accounting.** The County agrees to provide to the City annually, at the same time the future filing fees notification is provided pursuant to Section 2.C of the Agreement, a detailed accounting of the basis for such future filing fees. This accounting shall set forth all expenses of operating the Division of the District Court in which the City is located, including but not limited to any general King County District Court expenses allocated to the Division, the basis for cost allocations to the Division, the amounts allocated to each cost category in the marginal cost formula, and the reasons for any changes from the preceding year. The accounting shall contain sufficient detail to allow the City to confirm that the filing fees proposed are consistent with the marginal cost formula in the Agreement and that the costs included are directly related to operation of the Division. The County agrees to promptly respond to any inquiries from the City regarding the cost accounting so provided.

By execution to this Addendum, the parties agree that the City's share of extra judicial, space and operations/maintenance costs in the marginal cost formula set forth in the Agreement are allocated on the percentage of municipal cases out of the total caseload of the division in which the City is located.

5. **Contract Administration.** Notwithstanding anything to the contrary in the Agreement, the parties agree that the Agreement, and this Addendum, shall be administered as to King County's obligations by the King County Executive or his/her designee, and shall be administered as to the City's obligations by the Chief Executive Officer of the City or his/her designee.
6. **Contract Services Monitoring Committee.** Notwithstanding anything in the Agreement to the contrary, the parties agree as follows:

The parties agree to expand the membership of the Contract Services Monitoring Committee to include, in addition to those persons identified in paragraph 1.F (2) of the Agreement, the judge representing the division on the District Court Executive Committee and any additional City representatives that the Chief Executive Officer of the City may select from time to time. The parties further agree that the Contract Services Monitoring Committee shall meet monthly, unless the parties mutually agree to meet on a different schedule. The purpose of the Contract Services Monitoring Committee is to review and monitor all service and operational issues, including items set forth in any Memorandum of Understanding between the City and the District Court, and to seek to resolve any operational and/or service level conflicts. Any operational or service level conflicts 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.

The Contract Services Monitoring Committee shall develop benchmarks for District Court service levels, specific to the Division and the City. Such benchmarks are intended to cover both operational and service issues, including issues identified in any Memorandum

of Understanding between the City and the District Court, and to establish a reasonable standard of performance to be met by the District Court and the Division in providing District Court services. The Committee shall make all reasonable efforts to reach agreement on these benchmarks within six months of the date of this Agreement. The benchmarks may be changed from time to time by agreement of the parties.

7. Mediation of Unresolved Service Level and Operations Conflicts. In the event that the Chief Executive Officer of the City and the Presiding Judge of the District Court are unable to resolve any operational or service level conflict within 60 days of the date such conflict is referred to them pursuant to Section 1.F.(3) of the Agreement, then the dispute shall be referred to non-binding mediation. Non-binding mediation may also be instituted by either party pursuant to Section 3.C.(2) of the Agreement, as amended by this Addendum, in the event of a perceived or desired material change in type, level, or method of service delivery. The mediator shall be selected in the following manner: the City shall propose a mediator and the County shall propose a mediator; in the event the mediators identified are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City and the County may agree to select a mediator through a mediation service mutually acceptable to both parties.

A material change in the type, level or method of service delivery shall be defined to mean a substantial variation from the level of service then applicable under the terms of the Agreement, such that either party reasonable believes the value of the Agreement to it has been diminished.

Nothing herein shall be construed to limit the requirement that unresolved filing fee disputes be submitted to arbitration as provided in Sections 2 and 3 of the Agreement; provided, however, that the parties may agree to institute a change in filing fees in order to resolve a service level or operational concern and such decision need not be referred to arbitration.

8. Future Filing Fees. Section 2.C of the Agreement shall be amended to read as follows:

Future Filing Fees. The future filing fees will be calculated by the Office of the King County Executive on May 1 or the next occurring business day 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 May 1 or the next occurring business day. Said calculated fees shall become the filing fee for the next year, except as otherwise limited by paragraph 2.D. Failure to notify the City of the future filing fees by May 15 of any year shall prohibit the County from imposing higher filing fees in the subsequent year.

9. Future Filing Fee Limits. Section 2.D of the Agreement is amended to read as follows:

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 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 serviced 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 Agreement. 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; provided, however, that costs or savings that result directly from requests by the City that are agreed to by the County for increased or decreased service are not subject to this 6% cap and may be directly incorporated into the revised filing fees. Fee increases or decreases may be imposed only to the extent that they are justified under the marginal cost formula, as confirmed by the full cost accounting information provided by the County at the time of the proposed fee increase.

10. **Fee Cap During Initial Term of Interlocal Agreement.** A new Section 2.F shall be added to the Agreement to read as follows:

Fee Cap During Initial Term of Interlocal Agreement. Notwithstanding anything in this Interlocal Agreement to the contrary, during the initial three year term of this Interlocal Agreement, the County agrees that filing fees will not be increased by over 6% per year, except as and to the extent that such fee increases are: (1) a direct result of costs imposed on the County as a result of changes in state or federal case law or statute, City ordinance, or court rules (excluding local court rules); or are (2) a direct result of complying with a formal request from the City, to which the County has agreed, for additional court services over and above those court services to be provided by the County under the terms of the Agreement. Costs incurred under clause (1) above will be shared with all entities served by the affected Divisions of the District Court (e.g., the County and participating cities) in accordance with the marginal cost formula; provided, however, that such costs shall be counted after all other costs for purposes of determining whether the 6% cap may be exceeded. Costs incurred under clause (2) above will be passed on directly to the City or cities receiving the additional service.

Any filing fee increases over the 6% cap incurred in the initial term of the Agreement in accordance with the preceding paragraph must be studied and justified as consistent with the marginal cost formula before being imposed, and must be renegotiated with all the Cities who have executed an Addendum with this fee cap provision and which are affected by the proposed fee increase. If the parties are unable to renegotiate a new fee level by July 15, the parties agree to submit the fee to arbitration as provided by Section 3.C of the Agreement. In the event of such

renegotiation, all Cities will be notified and kept informed of the progress of the renegotiation. Any change in the methodology for computing one City's filing fees will be available to all Cities where appropriate.

11. Duration. Section 3.A of the Agreement shall be revised to read as follows:

Duration. This Interlocal Agreement shall remain in full force and effect from September 1, 1994, to December 31, 1997, and shall thereafter be renewed automatically for one-year periods commencing January 1, and ending December 31, unless either the County or City notifies the other party in writing of its intent to terminate as provided in Section 3.B of the Agreement.

12. Termination Notice. Section 3.B of the Agreement shall be amended to read as follows:

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.

Notwithstanding the foregoing, the County agrees not to terminate this Interlocal Agreement at any time during the initial three year term hereof.

In addition to being able to terminate this agreement no later than July 15 of any year, the City may also terminate this Agreement under the following conditions:

The City may terminate this agreement at any time if it gives written notice that such termination is necessary, in the City's sole judgement, reasonably exercised, to avoid impacts of state legislation that would alter the cost recovery basis for District Court services, or would limit the City's ability to establish its own municipal court. The date of termination shall be that date identified by the City in its notice of termination, provided that the City may not by notice of termination avoid responsibility for paying filing fees owing to the County for services provided.

13. Renegotiation and Arbitration. Section 3.C (2) of the Agreement shall be amended to read as follows:

Renegotiation and Arbitration.

a. The renegotiation of the filing fees may also be initiated by either the County or the City in the event of a perceived or desired material change in the type, level, or method of delivery of services provided by the County under this agreement, as defined in Section 7 of this Addendum. 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.

b. In the event either party perceives there to have occurred, or wishes to institute a material change in the type, level or method of delivery of services provided by the County under this agreement, and such issue arises separately from a filing fee change, that party shall first notify the other party in writing. If the change so requested has not been agreed upon through negotiation within 45 days, then the issue shall be referred to the Chief Executive Officer of the City and the County Executive. Failure of the Chief Executive Officer of the City and County Executive to resolve the issue within 30 days shall entitle either party to submit the issue to non-binding mediation as described in Section 7 of this Addendum.

14. Interim Filing Fee. Section 3.D of the Agreement shall be amended to read as follows:

Interim Filing Fee. If, in the event of termination or renegotiation, a new filing fee is not established by negotiation, mediation 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, mediation or arbitration.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement.

King County

City of Bellevue

King County Executive
Date:

City Manager
Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting Attorney

City Attorney

later than September 1 of any year in order for the material change to be effective for the next year.

b. In the event either party perceives there to have occurred, or wishes to institute a material change in the type, level or method of delivery of services provided by the County under this agreement, and such issue arises separately from a filing fee change, that party shall first notify the other party in writing. If the change so requested has not been agreed upon through negotiation within 45 days, then the issue shall be referred to the Chief Executive Officer of the City and the County Executive. Failure of the Chief Executive Officer of the City and County Executive to resolve the issue within 30 days shall entitle either party to submit the issue to non-binding mediation as described in Section 7 of this Addendum.

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IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement.

King County

City of

King County Executive
Date:

Chief Executive Officer
Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting Attorney

City Attorney