

August 18, 1998

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blkdiamo

Introduced By:

KENT PULLEN

Proposed No.:

98 - 510

MOTION NO. **10549**

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A MOTION authorizing the County Executive to enter into an interlocal agreement with the City of Black Diamond relating to the County's provision of municipal court services.

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WHEREAS, the city of Black Diamond (the "City") desires to secure municipal court services from the county for its residents, and

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WHEREAS, the county has agreed to provide municipal court services through the district court and to accept filings for violations of any city ordinances as detailed in the proposed interlocal agreement, and

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WHEREAS, the proposed interlocal agreement provides an efficient and effective method for providing court services to the City;

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

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The county executive is hereby authorized to execute an interlocal agreement, substantially in the form attached, with the city of Black Diamond for the county to provide municipal court services.

PASSED by a vote of 10 to 0 this 14th day of September, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

Z. [Signature]
Clerk of the Council

Attachments: Interlocal agreement

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BLACK DIAMOND AND KING COUNTY
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 City of Black Diamond, 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:

I. 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,

District Court Filing Fees Agreement: City of Black Diamond

presentence investigations, sentencings, 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 1997 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.

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- 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. 1998 Filing Fees. The City agrees to pay a filing fee of \$19.38 for each traffic infraction action and to pay a filing fee of \$79.00 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.

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- 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 upon signature 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. 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.E. 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

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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: City Manager
City of Black Diamond
25510 Lawson Street
P. O. Box 599
Black Diamond, Washington 98010

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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

City of Black Diamond

King County Executive

City Manager

Date

Date

Approved as to Form

Approved as to Form

King County Deputy Prosecuting Attorney

City Attorney

Date

Date

Presiding Judge of the District Court

Date

Attachment: Application of Marginal Cost Formula for 1998

August 11, 1998
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Final 1998 District Court Municipal Fees

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	Aukeen 1998
Clerical Costs	
Total FTE's	19.00
Total Salary & Benefits	805,252
Average \$/FTE	42,382
Bodies	19.00
Total Salary	613,114
Total Benefits	192,138
Infraction-Actual	0.28
Citation-Actual	1.00
Miscellaneous Costs	
Mag. & Traffic	8,630
Extra Help	0
Space	0
Operations & Maintenance	57,535
Central Printing Costs	8,349
County O&M	86,060
Total Miscellaneous	160,574
Total Municipal and State/Co. filings	12,581
less Forfeitures	3,929
NET Municipal and State/Co. Filings	8,652
Total Municipal Filings	
Total Infraction Filings	1,292
Less Bail Forfeitures	164
Net Infractions	1,129
Percentage of Net Total	13.04%
Total Citation Filings	540
Less Bail Forfeitures	31
Net Citations	509
Percentage of Net Total	5.88%

Summary Costs	
Infractions	
Clerical Costs	11,867
Miscellaneous	20,944
Total	32,811
Total Municipal Infractions	1,129
Infraction Fee	29.07
Citations	
Clerical Costs	42,382
Miscellaneous	9,443
Total	51,824
Total Municipal Citations	509
Citation Fee	101.86

Compared to Previous Year Rates	Aukeen 1998
Infraction Fee 1997	18.28
Infraction Fee 1998	29.07
Percent Change	59.03%
Citation Fee 1997	74.53
Citation Fee 1998	101.86
Percent Change	36.67%

Final Fees	
With Six Percent Cap	Aukeen 1998
Infraction Fee 1998	19.38
Percent Change	6.00%
Citation Fee 1998	79.00
Percent Change	6.00%