

RESOLUTION R 3148

A RESOLUTION OF THE KIRKLAND CITY COUNCIL RELATING TO FILING FEES TO BE PAID BY THE CITY OF KIRKLAND FOR FILING CERTAIN CRIMINAL OR TRAFFIC INFRACTION ACTIONS IN THE NORTHEAST DISTRICT COURT PURSUANT TO RCW 3.62.070 AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THAT CERTAIN AGREEMENT WITH KING COUNTY ESTABLISHING THE AMOUNT OF THE FILING FEE.

Whereas, RCW 3.62.070 requires King County and the City of Kirkland to enter into an agreement establishing a filing fee to be paid in certain criminal or traffic infraction actions filed by the City of Kirkland in Northeast District Court for Kirkland ordinance violations; and

Whereas, King County and the City of Kirkland are desirous of establishing a filing fee in such cases in the amount of \$27.50 for each criminal or traffic infraction filed during the calendar year 1985; now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland that certain Interlocal Governmental Agreement with King County entered into pursuant to RCW 3.62.070 and establishing Northeast District Court filing fees for certain criminal and traffic infraction actions to be filed in said district court by the City of Kirkland. Said contract, a copy of which is attached to the original of this resolution and by this reference incorporated herein, establishes a filing fee of \$27.50 for each criminal or traffic infraction filed by the City of Kirkland in Northeast District Court for violation of any City ordinance during the calendar year, 1985.

Section 2. The Director of Administration and Finance (ex officio City Clerk) for the City of Kirkland is directed to deliver to the office of the King County Executive, the original and three copies of said Interlocal Governmental Agreement, each bearing the signature of the Mayor.

Section 3. The City Manager is directed to have prepared and to then transmit to the City Council, a report concerning possible alternative courts available to the City pursuant to the 1984 Court Improvement Act, including cost and benefit analysis for such alternatives.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 19th day of February, 1985.

Signed in authentication thereof this 19th day of February, 1985.

*Loris Cooper*  
MAYOR

ATTEST:

*Jamie Perry* <sup>DEPUTY</sup> <sup>CLERK</sup> *for*  
Director of Administration & Finance  
(ex officio City Clerk)

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

1                   WHEREAS, RCW 3.62.070, as amended by Chapter 129, Laws of 1979, 1st Ex.  
2 Sess., by Chapter 128, Laws of 1980, 1st Reg. Sess., and by Chapter 258, Laws  
3 of 1984, 1st Reg. Sess., requires King County and the City of Kirkland to  
4 enter into an agreement establishing a filing fee to be paid in certain crimi-  
5 nal or traffic infraction actions filed in district court for ordinance viola-  
6 tions, and,

7                   WHEREAS, King County and the City of Kirkland are desirous of estab-  
8 lishing a filing fee in such cases at a mutually acceptable rate, therefore;

9                   BY THIS AGREEMENT, the County of King, hereinafter called the County, and  
10 the City of Kirkland, hereinafter called the City, mutually agree to the  
11 establishment of certain filing fees as follows:

SECTION 1: GENERAL

12  
13                   1.1 Purpose. The explicit purpose of this Interlocal Agreement is to  
14 establish a filing fee to be paid by the City in certain criminal or traffic  
15 infraction actions filed in Northeast District Court for the City ordinance  
16 violations.

17                   1.2 Administration. The administration of the terms of this Interlocal  
18 Agreement shall be done in the same manner and by the same agencies and agents  
19 as now administer filing fees in district courts.

20                   1.3 Property. This Interlocal Agreement does not provide for the  
21 acquisition, holding or disposal of real or personal property.

22                   1.4 Financing. There shall be no financing of any joint or cooperative  
23 undertaking pursuant to this Interlocal Agreement. There shall be no budget  
24 maintained for any joint or cooperative undertaking pursuant to this  
25 Interlocal Agreement.

SECTION 2: FILING FEES

26  
27                   2.1 Filing Fee. The City agrees to pay a filing fee of twenty-seven  
28 dollars and fifty cents (\$27.50) for each criminal or traffic infraction filed  
29 in Northeast District Court for violation of any City ordinance, except as  
30 provided in Section 2.2 of this Interlocal Agreement. Provided, in traffic  
31 and parking cases wherein bail or penalty is forfeited, the filing fee shall  
32 be reduced to three dollars (\$3.00).

33                   2.2 Exceptions. This Interlocal Agreement, however, does not apply in

1 traffic cases wherein bail or penalty is forfeited to a violations bureau, in  
2 cases filed in municipal departments established pursuant to Chapter 3.46 RCW,  
3 or in cases where a city has contracted with another city for such services  
4 pursuant to Chapter 39.34 RCW.

5 SECTION 3: DURATION AND TERMINATION

6 3.1 Duration. This Interlocal Agreement shall remain in full force and  
7 effect from January 1, 1985 to December 31, 1985 and shall be renewed automa-  
8 tically for one-year periods commencing January 1 and ending December 31  
9 unless either the County or City notify the other party in writing of its  
10 intent to terminate as provided in Section 3.2 of this Interlocal Agreement.

11 3.2 Termination Notice. Any notification of intent to terminate this  
12 Interlocal Agreement must be received by the other party no later than July 1  
13 preceding the date of termination.

14 3.3 Renegotiation and Arbitration. In the event of termination of this  
15 Interlocal Agreement, the County and the City agree to renegotiate the filing  
16 fee which is the subject of this Interlocal Agreement. In the event the  
17 County and City are unable to agree upon a new filing fee by September 1 pre-  
18 ceding the date of termination, the County and City agree to submit the issue  
19 to arbitration pursuant to Chapter 7.04 RCW and the County and City shall be  
20 entitled to the same rights and subject to the same duties as other parties  
21 who have agreed to submit to arbitration pursuant to Chapter 7.04 RCW. In the  
22 event that such issue is submitted to arbitration, the arbitrator or arbitra-  
23 tors shall only consider those additional costs borne by the County in pro-  
24 viding district court services to the City.

25 3.4 Interim Filing Fee. If, in the event of termination, a new filing  
26 fee is not established by negotiation or arbitration prior to the date of ter-  
27 mination, the fee established in Section 2.1 of this Interlocal Agreement  
28 shall remain in full force and effect until a new fee is determined by nego-  
29 tiation or arbitration. Once the new filing fee is established, it shall be  
30 applied retroactively only to those cases filed after the date of termination  
31 in which a decision on the merits is still pending.

32 SECTION 4: NOTICE

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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 Kirkland  
123 Firth Avenue  
Kirkland, WA 98033

SECTION 5: SUCCESSORS

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

ACCEPTED AND APPROVED:

KING COUNTY:

CITY OF KIRKLAND:

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

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

This \_\_\_\_ day of \_\_\_\_\_,  
19\_\_.

This \_\_\_\_ day of \_\_\_\_\_,  
19\_\_.

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney  
This \_\_\_\_ day of \_\_\_\_\_,  
19\_\_.