

RESOLUTION R - 3332

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATING TO FILING FEES TO BE PAID BY THE CITY OF KIRKLAND FOR FILING CERTAIN ORDINANCE VIOLATION 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 FEES FOR THE YEAR 1987.

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

Whereas, King County and the City of Kirkland are desirous of establishing filing fees for such cases filed during the calendar year 1987; 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 Kirkland Ordinance violation 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 \$15.50 for each traffic infraction and \$50.50 for each ordinance violation action filed by the City of Kirkland in Northeast District Court for violation of any City ordinance during the calendar year, 1987; provided in cases where bail or penalty is paid or forfeited as reported on the monthly District Court case load report, the filing fee shall be reduced to \$3.

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.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 8th day of December, 1986.

Signed in authentication thereof this 8th day of December, 1986.

Doris Cooper
MAYOR

ATTEST:

Janice J. Perry DEPUTY
CLERK
Director of Administration & Finance
(ex officio City Clerk)



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., requires King County, hereafter called the "County" and the City of Kirkland, 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, therefore;

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

SECTION 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 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. The precise application of the marginal cost formula is documented on the fee schedule (Attachment A) which support the filing fees agreed to in this contract. The time standards used to estimate the number of clerk minutes necessary to process a filing through the Court system, will be reviewed annually. 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.

SECTION 2: FILING FEES

2.1 1987 Filing Fees. The City agrees to pay a filing fee of \$15.50 for each traffic infraction and to pay a filing fee of \$50.50 for each citation/complaint as reported during 1987 on the monthly District Court Caseload Report 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 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.

SECTION 3: DURATION AND TERMINATION

3.1 Duration. This Interlocal Agreement shall remain in full force and effect from January 1, 1987 to December 31, 1987 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 15th preceeding the date of termination. The date of termination is end of the last day of the calendar year in which a Termination Notice is properly tendered.

3.3 Renegotiation and Arbitration. In the event of termination of this Interlocal Agreement, the County and City agree to renegotiate the filing fees which are the subject of this Interlocal Agreement. In the event the County and City are unable to agree upon a new filing fee by September 30th preceeding the date of termination, 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.

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 1st. Said calculated fees shall become the filing fee for the next year, except as otherwise limited by paragraph 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 either 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 reopening negotiations. No attempt will be made to recapture a possible fluctuation difference between 6% 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.

SECTION 4: 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
Seattle, Washington 98104

To City: Mayor, City of Kirkland
123 5th Ave
Kirkland, Wa 98033

SECTION 5: 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 _____:

By: _____ By: _____

Title: _____ Title: _____

This ___ day of _____, 19__ . This ___ day of _____, 19__ .

Approved as to form:

Approved per King County
Prosecuting Attorney Memo of 11-17-86.

This ___ day of _____, 19__ .

1986 District Court Filing Fee Projections
 Infractions & Citations

 For 1987 Fee Payments

 Northeast District Court

Infraction Fee \$15.34
 Citation Fee \$50.62 Y% = % of Municipal Filings

Filing Fee = Clerical + (Y% x Clerical + Ex. Judicial + O&M)

 Net City Filings

1. Clerical = Avg. Clerk Salary x # of "City" Clerks

\$ 57,757 = \$24,696 x 2.338702 Infraction

=====

\$207,927 = \$24,696 x 8.419471 Citation

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Avg. Base Salary

Clerk

1	\$21,959	6	\$20,872	11	\$20,913	16	\$18,998
2	20,913	7	20,913	12	17,225	17	16,389
3	20,913	8	20,913	13	17,207	18	16,389
4	21,959	9	14,880	14	15,624	19	31,243
5	20,914	10	21,959	15	16,935		

 \$377,118 / 19 Clerks

= \$ 19,848

Avg. Benefits = \$ 4,848

 Avg. Clerk Salary = \$ 24,696

Benefits = Social Security (.0700) x \$19,848 = \$1,389

Retirement (.0731) x \$19,848 = \$1,450

Medical Fixed = \$2,009

 Benefits = \$4,848

of "City" Clerks = Annual Clerical Hours Used

 Standard # of Hours Worked

Infractions = 2.338702 = 1,711.93 Hours

 732 Hours

Citations = 8.419471 = 6,163.053 Hours

 732 Hours

Northeast District Court
Page Two

2. EXTRA JUDICIAL = \$35,603

Traffic Magistrate	\$30,159
Traffic Control Clerk	\$ 5,444
	<u>= \$35,603</u>

3. SPACE = 0

4. O&M = Operations & Maintenance Costs

\$83,075

-- Operations & Maintenance Costs

	<u>1986 Budget</u>
Office Supplies	\$ 8,500
Other Contracts/Professional Services	2,200
Telephone & Telegraph	14,494
Postage	9,000
Maintenance/Buildings	14,000
Repair/Maintenance-Equipment	2,400
Repair/Maintenance-Other	1,000
Rent-Copy Machine	6,000
Rent-Other Equip & Mach	500
Printing & Binding	-
Misc Services & Charges	7,290
Electricity	16,482
Water & Related	964
Waste Disposal	1,245
	<u>\$83,075</u>

1986 District Court Filing Fee Projections
Infractions & Citations

Northeast -----

5. Y% = % Municipal Filings (Infractions) & (Citations)

Projections:	1985	1986	% Change
Total All Filings (6 Mo.)	15,423	16,186	4.95%
Total All Filings (Y/E)	29,944	30,687	2.48%
Total City Infract. (6 Mo.)	3,265	3,265	0.0%
Total City Citat. (6 Mo.)	1,844	1,764	<4.33>%
Total City Infract. (Y/E)	6,251	6,251	0.0%
Total City Citat. (Y/E)	3,989	3,203	<2.16>%

	Infractions	Citations & Other
Total Municipal Filings	6,251	3,989
Total Municipal Forfeitures	1,420	180
Net Municipal Filings	4,831	3,809
*Net City	0.0% 4,831	<2.16>% 3,727
Total All Filings	29,944 = 18,439	11,505
Total All Forfeit	8,608 = 8,197	411
Net All Filings	21,336 = 10,242	11,094
*Net All	2.48% 21,865	

	Infractions	Citations & Other
Y% = Net City Filings	4,831	3,727
-----	----- = 22.09%	----- = 17.05%
Net All Filings	21,865	21,865

Northeast Filing Fee

	\$	Y%	Infractions	Y%	Citations
Clerical			57,757		207,927
Less Clerk Subsidy			<9,878>		<39,514>
Ex. Judicial	35,603	x 22.09	= 7,864	x 17.05	= 6,070
Space	0	x 22.09	= 0	x 17.05	= 0
O & M	83,075	x 22.09	= 18,351	x 17.05	= 14,164
Total Cost			74,094		188,647
/Net Filings			4,831		3,727
Filing Fee \$			= \$15.34		= \$50.62