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SNOHOMISH COUNTY, WASHINGTON

INTERLOCAL AGREEMENT FOR DISTRICT COURT SERVICES

THIS AGREEMENT entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the COUNTY) and CITY of MUKILTEO (hereinafter referred to as the CITY), a municipal corporation of the State of Washington.

WHEREAS, the COUNTY presently operates a district court with four divisions in Snohomish County pursuant to the Justice Courts and Other Inferior Courts Act of 1961 and Chapters 3.30 through 3.38 RCW, and

WHEREAS, the CITY uses this District Court for prosecution of crimes and civil infractions committed within its jurisdiction, and

WHEREAS, RCW 3.62.070 authorizes the COUNTY and the CITY to enter into an agreement establishing the filing fee to be paid by the CITY to the COUNTY in criminal cases and civil infraction cases filed by the CITY in the COUNTY's District Court, in an amount agreed to between the parties pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act. Civil infractions are to be distinguished from other civil cases; and

WHEREAS, the COUNTY and the CITY previously entered into an interlocal agreement for District Court filing fees dated November 29, 1989. This AGREEMENT is intended to terminate and supercede that prior agreement.

NOW, THEREFORE, the CITY and the COUNTY mutually agree as follows:

Section 1. General.

1.1 Purpose. The explicit purpose of this Interlocal Agreement is to establish filing fees to be paid by the CITY to the COUNTY for the filing of both criminal and civil infraction cases by the CITY in the COUNTY's District Court either under city ordinances or state law. The Interlocal Agreement between the CITY and the COUNTY addressing District Court filing fees dated November 29, 1989 is hereby terminated and superceded by this AGREEMENT.

1.2 Costs Excluded from Agreement. The sum designated as the “filing fee” in criminal violation and civil infraction cases does not encompass and is not intended to encompass any costs and/or fees incurred in attendance of witnesses, interpreters, indigent defense or of impaneled jurors to hear the cases(s). All such costs/fees shall be billed to, and paid by the CITY as separate and apart from the sum designated in the “filing fees”.

Further, in criminal actions, the cost of providing services necessary for prosecution or for the preparation and presentation of a defense at public expense are paid as a separate charge apart from the sum designated as the filing fee.

1.3 Modification. The terms of this agreement shall not be altered or modified unless agreed to in writing by the COUNTY and the CITY and such writing shall be executed with the same formalities as are required for the execution of this document.

1.4 Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this interlocal agreement must be brought in Snohomish County, Washington.

1.5 Waiver. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Interlocal Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.

1.6 Entire Agreement. This Interlocal Agreement documents and constitutes the entire agreement between the CITY and the COUNTY.

Section 2. Filing Fees.

2.1 Fee Schedule. The undersigned CITY agrees to pay, and the COUNTY agrees to accept, a filing fee for each case according to the schedules set forth in subsections (a) and (b) below, except as provided in Section 2.2 herein, for all cases of the described nature actually filed with the District Court by the CITY.

a) Infractions

(i) Effective January 1, 2004 \$31.00

(ii) Effective January 1, 2005 and on January 1 of each successive year, the filing fee for civil infractions will be the prior year’s fee increased by the amount of the increase in the B.L.S. Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area for the period from June of the previous calendar year to June of the calendar year just concluded or the cost of living adjustment granted to the Washington State Council of County and City Employees, AFSCME, District Court Unit (Local 1811 – CA) for the next year, whichever is lower. However, the percent increase in the fee shall in no event exceed 3.5% per year.

In the event the AFSCME contract is not executed prior to December 1 of the calendar year just concluded, the filing fee for the next calendar year will be increased by the amount of the increase in the B.L.S. Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area for the period from June of the previous calendar year to June of the calendar year just concluded, not to exceed 3.5% per year.

b) Misdemeanors

(i) Effective January 1, 2004 \$57.00

(ii) Effective January 1, 2005 and on January 1 of each successive year through 2010, the filing fee for criminal misdemeanors will be the prior year's fee increased by a cost of living adjustment (COLA), calculated as described in subsection (iv), and further increased by six dollars (\$6.00).

(iii) Effective January 1, 2011 and on January 1 of each successive year thereafter, the filing fee for criminal misdemeanors will be the prior year's fee increased by a cost of living adjustment (COLA), calculated as described in subsection (iv).

(iv) The COLA adjustment applied in the rate calculation described in subsections (ii) and (iii) shall be the amount of the increase in the B.L.S. Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area for the period from June of the previous calendar year to June of the calendar year just concluded or the cost of living adjustment granted to the Washington State Council of County and City Employees, AFSCME, District Court Unit (Local 1811 – CA) for the next year, whichever is lower. However, the COLA adjustment shall in no event exceed 3.5% per year.

In the event the AFSCME contract is not executed prior to December 1 of the calendar year just concluded, the COLA adjustment will be the amount of the increase in the B.L.S. Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area for the period from June for the previous calendar year to June of the calendar year just concluded, not to exceed 3.5% per year.

2.2 Amendments to Fee Schedule. At the conclusion of 2006, and at the conclusion of every three years thereafter, the COUNTY shall conduct an analysis of the actual cost of processing CITY filings in the District Court. If the analysis shows that the COUNTY's cost per filing exceeds or is less than the fee schedule established in Section 2.1, the COUNTY or the CITY may request an amendment to the filing fee schedule by written notice to the other party as provided in Section 1.3, Section 4.1, and Section 4.2. If agreement on a revised filing fee schedule has not been reached at least 120 days prior to the end of a contract year, either party may invoke binding arbitration on the fee schedule by delivering written notice to the other party as authorized by RCW 3.62.070.

2.3 Exceptions. This Interlocal Agreement shall not apply in the following situations:

a) Cases in which bail is forfeited to a violations bureau;

- b) Cases filed in municipal departments established pursuant to Chapter 3.46 RCW;
- c) Cases of a CITY which has contracted with another city for municipal court services pursuant to Chapter 39.34 RCW.

2.4 Collection. The COUNTY shall receive and account for all fines, forfeitures, and costs imposed in cases filed in District Court and shall forward them to the CITY on a monthly basis for municipal filings only, PROVIDED THAT, the costs are awarded by the Court and recovered from the defendant. The implementation of this section shall only be applicable for cases filed after the execution of this agreement.

2.5 Billing. The CITY will be billed monthly for the number of cases it filed in District Court for that month multiplied by the applicable filing fee. The CITY will also be billed for the fees/costs for witnesses, interpreter attendance, indigent defense, and/or impaneled jurors.

2.6 Payment. The CITY shall make payment to the COUNTY for costs billed under Section 2.5 herein no more than thirty (30) days following issuance of the billing.

Section 3. Duration.

3.1 This agreement shall be in effect from January 1, 2004. The terms of this agreement shall extend to December 31, 2010, and shall automatically renew from year to year thereafter unless terminated pursuant to Section 5.1, PROVIDED that the COUNTY's obligations after December 31, 2003 are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

Section 4. Notice.

4.1 All notices required by this agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by registered mail to the Executive of the COUNTY.

4.2 All notices required by this agreement to be given to the CITY shall be made in writing and personally delivered or sent by registered mail to the ~~City Manager~~ of the CITY.

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Section 5. Termination.

5.1 Either party of this agreement may terminate this agreement by providing 120-days written notice to the other party as provided in Section 4 of this agreement.

Section 6. Severability.

6.1 If any provision of this agreement is found invalid or contrary to law, the remainder of this agreement shall not be affected thereby.

IN WITNESS THEREOF, the COUNTY and the CITY have executed this Interlocal Agreement on the 12 day of FEBRUARY, 2004.

SNOHOMISH COUNTY

Robert J. Drewel 12/18/03
ROBERT J. DREWEL Date
COUNTY EXECUTIVE

ATTEST:

Christina A. Ruppel 12/18/03
Date

APPROVED AS TO FORM ONLY:

Good w. [Signature] 12/18/03
DEPUTY PROSECUTING ATTORNEY Date

CITY OF MUKILTEO

Don L. Doran
DON DORAN Date
MAYOR 2.12.04

ATTEST:

Christina J. Boughman 2.12.04
CHRISTINA J. BOUGHMAN Date
CITY CLERK