

INTERLOCAL AGREEMENT ESTABLISHING
DISTRICT COURT FILING FEES
FOR THE CITY OF SEQUIM
2011

THIS AGREEMENT, is made and entered into by and between the COUNTY OF CLALLAM, hereinafter referred to as the COUNTY, and the CITY OF SEQUIM, hereinafter referred to as the CITY.

WHEREAS, filing fees are to be determined pursuant to an agreement between the CITY and the COUNTY as provided for in Chapter 39.34 RCW, the Interlocal Cooperation Act.

WHEREAS, the COUNTY and the CITY are desirous of establishing filing fees at a mutually acceptable rate.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto agree as follows:

1. GENERAL

1.1 Purpose.

The purpose of this agreement is to establish filing fees to be paid by the CITY for infractions and for criminal actions filed in Clallam County District Court for violations of state or local law, which are not felonies.

1.2 Administration.

The administration of the terms of this agreement shall be done in the same manner and by the same agency and agents as now administer filing fees in Clallam County District Court. For purposes of contract administration, agent for the County shall be the County Administrator and the agent for the City shall be the City Manager.

1.3 Property.

This agreement does not provide for the acquisition, holding, or disposal of real personal property.

1.4 Financing.

There shall be no financing or any joint or cooperative undertaking pursuant to this agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this agreement.

1.5 Contract Review.

The CITY and COUNTY may schedule meetings including court, prosecution, probation, and support staff, quarterly in February, May, August, and November to discuss operational issues.

1.6 Indemnity.

Clallam County agrees to defend, indemnify, and hold the CITY harmless from and against any claim, demand, action, or suit arising from the COUNTY'S negligent supervision of misdemeanor defendants or probationers under this agreement except where the COUNTY and CITY are jointly negligent or the CITY is exclusively negligent.

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 arising in whole or in part from the existence or effect of CITY ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, or regulation is at issue, the CITY shall defend such ordinance, rule, or regulation at its sole expense. 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 attorney's fees.

The terms of Section 1.6 "Indemnity" shall survive the termination or expiration of this agreement.

2. FILING FEES

2.1 Flat Filing Fee.

The CITY agrees to pay filing fees to cover their pro-rata share of the direct costs of running District Court I, as follows:

The 2011 cost shall be determined by calculating the 3-year, rolling average number of total cases filed with the court in each of the 3 most recent, full years (2007, 2008, and 2009), as well as the 3-year rolling average number of those cases filed only by the CITY. The CITY's average percentage of the average total number of cases filed shall be applied against the 2011 budgeted District Court 1 direct expenditures, 1/12th of which shall be paid monthly. For example:

2009 total cases = 11,352	Sequim cases = 1004
2008 total cases = 13,291	Sequim cases = 1734
2007 total cases = 13,799	Sequim cases = 1738
3-year average = 12,814	3-year average = 1,492 (11.64 percent)

2011 budget for District Court I = \$765,000 (approx) (less \$40,000 for/from probation) = \$725,000 x 11.64% = \$84,390 (approx)

2011 (approx) cost = \$84,390/12 = \$7,032.50 per month

2.2 Probation Fees.

Probation fees levied and collected by the court shall be retained by the County Probation Department. The CITY shall actively seek probation fees when probation services are ordered. Revenues raised under this section shall be used to fund probation services and shall be in addition to those funds provided in RCW 3.62.050.

2.3 Adjustments for Inflation.

The fees set forth above are for 2011. Fees shall be changed annually thereafter based on recalculation of the formula described in 2.1 above.

2.4 Other Costs.

The fees set forth in Sections 2.1 and 2.2 of this agreement shall include all COUNTY services for District Court proceedings except for the following additional costs to be paid by the CITY:

- a. Attorney costs for indigent representation which costs shall be paid directly by the CITY through a contract for such services;
- b. Witness costs, juror costs, including required meals, together with the applicable mileage allowances, and the cost of interpreter services for court proceedings, which costs and allowance(s) shall be paid by the CITY;
- c. Prosecution costs including prosecution costs associated with any appeal in CITY cases.
- d. COUNTY agrees to actively pursue, by reasonable and necessary means as allowed by law, the collection of witness, jury, filing, and other appropriate fees from the convicted defendants against whom they have been assessed.

3. DURATION, TERMINATION, AND ARBITRATION AS TO FEES

3.1 Duration.

This agreement shall be in effect for a term commencing January 1, 2011 and ending on December 31, 2011.

3.2 Termination.

If neither party terminates this agreement, then this agreement shall continue for an additional four calendar years with any disputes as to filing fees being resolved consistent with the requirements set forth in RCW 3.62.070 and Section 3.3 below

3.3 Arbitration If No Agreement Regarding Fees.

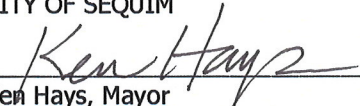
In the event either party does not terminate this agreement, then on or before July 31 each year, the COUNTY shall provide written notice to the CITY specifying the estimated rate of filing fees proposed to be applicable to the next calendar year.

After the delivery of such notice, both parties shall negotiate in good faith the rate of filing fees. If the parties are not able to reach agreement regarding the rate of filing fees, then either party may invoke binding arbitration consistent with the requirement of RCW 3.62.070 on the fee issue. However, nothing contained herein shall prohibit the parties from mutually agreeing to extend the period of good faith negotiations or to submit the matter to mediation for resolution of the outstanding fee issues.

In the event the issue of filing fees 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 as provided for by RCW 3.62.070.

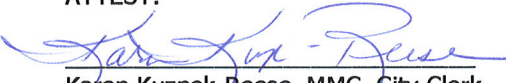
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 21st day of ~~November~~, 2010.
December

CITY OF SEQUIM



Ken Hays, Mayor

ATTEST:



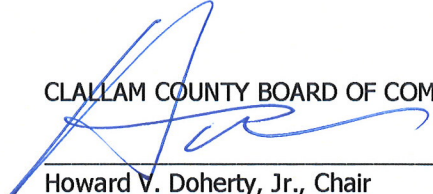
Karen Kuznek-Reese, MMC, City Clerk

APPROVED AS TO FORM:



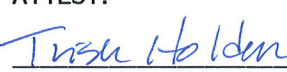
City Attorney

CLALLAM COUNTY BOARD OF COMMISSIONERS



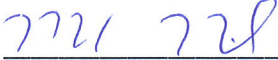
Howard V. Doherty, Jr., Chair

ATTEST:



Trish Holden, CMC, Clerk of the Board

APPROVED AS TO FORM:



Deputy Prosecuting Attorney