

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners  
Philip Morley, County Administrator

**FROM:** Tracie Bick

**DATE:** September 21, 2011

**RE:** Interlocal Agreement for District Court Services and  
The City of Port Townsend

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**STATEMENT OF ISSUE:** - The purpose of this agreement is to provide the City of Port Townsend with Municipal Court services in the Jefferson County District Court, and establish fees to be paid by the City of Port Townsend for infractions and for criminal actions filed in the Jefferson County District Court for violations of state or local law, which are not felonies

**ANALYSIS:** The ILA is similar to ones Clallam County has with the City of Port Angeles and Sequim, and has been modified with input by the City, District Court and the County Administrator, including the opportunity for District Court to monitor pre-trial diversion for City cases and collect associated fees. The proposed ILA covers years 2012 – 2014, and may be extended by mutual written agreement. Under the agreement, budget estimates will be provided to the City by July 31 prior to each year, but actual fees would be calculated the following June. The date for the first two quarter payments will be June 30, and subsequent payments will be quarterly thereafter.

**FISCAL IMPACT:** Revenue of \$138,977 estimated for 2012. This may vary slightly depending on actual 2011 case loads, and the final adopted 2012 budget

**RECOMMENDATION:** Execute the agreement as presented.

**DEPARTMENT CONTACT:** Tracie Bick

**REVIEWED BY:**

  
Philip Morley, County Administrator

9/21/11  
Date

INTERLOCAL AGREEMENT ESTABLISHING  
DISTRICT COURT SERVICES AND COMPENSATION  
BETWEEN JEFFERSON COUNTY AND THE CITY OF PORT TOWNSEND  
2012-2014

THIS AGREEMENT, is made and entered into by and between JEFFERSON COUNTY, hereinafter referred to as the COUNTY, and the CITY OF PORT TOWNSEND, hereinafter referred to as the CITY.

WHEREAS, COUNTY and CITY desire to provide Municipal Court services through District Court and set the level of compensation pursuant to an interlocal agreement between the CITY and the COUNTY as provided for in Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous of establishing compensation for this service at a mutually acceptable fee;

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 provide the CITY with Municipal Court services in the COUNTY'S District Court, and establish fees to be paid by the CITY for infractions and for criminal actions filed in the Jefferson 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 Municipal Court services in Jefferson County District Court. For purposes of contract administration, the 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.

Under this Agreement, the CITY contracts with the COUNTY for certain services, and as such, 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, as mutually agreed, to discuss operational issues.

1.6 Indemnity.

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 concerning the enforceability and/or validity of any such CITY ordinance, rule, or regulation 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.

Each party agrees to defend, indemnify, and to hold the other party harmless from any claims directly resulting from such party's sole negligence and from actions or omissions that are solely attributable to any employee, official, agent of such party. To the extent there is joint negligence, the parties shall be jointly responsible as determined by a court of competent jurisdiction.

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

2. FEES

2.1 Annual Fee.

The CITY agrees to pay annual fees to cover their pro-rata share of the direct costs of running District Court ("court"), as follows:

The annual fee shall be determined by calculating two distinct but related three (3) year rolling totals and applying the formula described herein to those rolling totals. Firstly, the COUNTY will calculate the 3-year, rolling total number of total cases filed with the court in each of the 3 most recent, full years. The County will also calculate the 3-year rolling total number of those "cases filed by the CITY" as that term is defined elsewhere in this Section. The CITY's percentage of the total number of cases filed shall be computed by dividing the number of cases filed by the CITY over the last three years (numerator) by the number of cases filed by all entities in District Court over the last three years (denominator). The CITY's percentage shall be applied against the next year's "budgeted District Court direct expenditures," as shown in Exhibit 1. For example, the annual fee for 2012 would be based on the 2012 budgeted District Court direct expenditures and the CITY's percentage of cases filed in 2009, 2010 and 2011, as illustrated in Exhibit 2.

The annual fee shall be paid in three installments the first of fifty percent (50%) and the remaining 2 of twenty-five percent (25%), 1<sup>st</sup> payment paid by the end of the second quarter no later than June 30. Remaining two payments paid no later than September 30, and December 31 of each year.

"Cases filed" means all cases filed in the court, including, civil, harassment, small claims, criminal and infractions.

"Cases filed" shall be based on the published caseload statistics that are published yearly from Administrative Office of the Courts (AOC).

"Cases filed by the City" means all infractions written by the City Police Department and all misdemeanor or gross misdemeanor charges filed against a suspect or suspects by any attorney employed by or acting as an agent of the City.

"Cases filed by the City" shall be based on the published caseload statistics that are published yearly from Administrative Office of the Courts (AOC).

"Budgeted District Court direct expenditures" means total program costs, less state and federal grants and remittances as shown on Exhibit 1. The "Budgeted District Court direct expenditures" is prepared in a manner similar to Clallam County's court budget, and does not include facilities and information services cost, administrative overhead or similar costs.

In the event that actual costs are higher or lower by more than 2% from the "budgeted District Court direct expenditures," the parties agree to equitably adjust the cost for the year, pursuant to Paragraph 2.3, below.

Costs recovered pursuant to RCW 10.01.160 shall be remitted to the jurisdiction based on the filing that resulted in the costs being ordered, except as provided in Paragraph 2.2 (i.e. court-ordered probation costs shall be used to fund probation services and shall be in addition to those funds provided in RCW 3.62.050).

All fines and forfeitures generated by CITY-filed cases shall be deposited with the CITY.

2.2 Probation and Probation Fees.

Probation fees levied and collected by the court shall be retained by the COUNTY. The CITY shall actively seek court-ordered imposition of probation fees paid by the defendant 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.

The City agrees it will not perform any supervision of pre-trial agreements or contract for that service. The City may supervise or contract for supervision of pre-filing agreements.

2.3 Annual Fee Calculation and Schedule.

Fees shall be calculated annually based on the formula described in 2.1 and pursuant to the procedure below:

On or before July 31 of each year preceding a contract year, the COUNTY shall provide a written notice to the CITY of projected budgeted District Court direct expenditures for the next year, and the projected number of "Filings" in District Court for the third calendar year of the three-year average, including the percentage of those Filings projected to be "cases filed by the CITY", and said estimates will be entered into the annual fee and quarterly payment computation described in Section 2.1 in order to estimate for budgeting purposes what the CITY will likely pay in the next calendar year. No payments will be made by the CITY based on this estimate.

On or before June 1 of each contract year, the COUNTY will compile and send to the CITY actual statistics on Filings and "cases filed by the CITY" for the prior calendar year (the third year of the three-year rolling average), and said actual statistics will be entered into the annual fee and quarterly payment computation described in Section 2.1 as the CITY'S actual annual fee, said fee to be paid by the CITY to the COUNTY in quarterly payments pursuant to Paragraph 2.1

On or before June 1 of each contract year, the COUNTY will compile and send to the CITY information on the actual District Court costs for the prior year. Starting in 2013, if actual District Court costs in the prior year varied by more than 2% from the budgeted District Court direct expenditures for that prior year, then, on or before June 1 of the current contract year, the annual fee amount for the prior year will be recalculated using the actual District Court

costs for the prior year, and the difference (defined as what had been calculated as the annual fee amount for the prior year versus the corrected annual fee amount for the prior year) will be added or subtracted to the current year's annual fee. Unless otherwise mutually agreed, any correction for actual costs in 2014 will be paid by one jurisdiction to the other, no later than June 31, 2015. In no event shall the City be liable for a correction greater than 10% of the estimated fee except to the degree the increase is because of City cases, nor shall the City be liable for any increase because of County cases.

To the degree an increase above 10% is because of an unanticipated increase in the cost of one or more line items within budgeted District Court direct expenditures (for example, labor costs from settlement of a collective bargaining agreement, extra labor costs due to illness, etc.), the County shall inform the City of the increased costs, and the parties shall negotiate a reasonable adjustment to the fee.

2.4 Other Costs.

The fees set forth in Paragraphs 2.1 and 2.3 of this agreement shall include all COUNTY services for District Court proceedings except for the following additional costs to be paid by the CITY for cases filed by the CITY:

- a. In the event the CITY separately contracts for and directly pays for indigent defense, CITY shall give COUNTY at least 120 days written notice prior to the effective date of such contract, and for all portions of the contract year that the COUNTY will not be providing indigent defense for CITY cases, attorney costs for indigent representation shall not be included in the annual fee computation;
- 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.

Unless amended by mutual agreement, this agreement shall be in effect for a term commencing January 1, 2012 and ending at the conclusion of December 31, 2014, except Section 1.6 which shall survive the termination or expiration of this agreement, and the cost correction provisions in Section 2.3 for 2014 actual costs, which shall remain in effect and end at the conclusion of June 30, 2015

3.2 Termination.

If neither party terminates this agreement, then this agreement shall continue for an additional three 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.

After the delivery of the notice described in Section 2.3 above, both parties shall negotiate in good faith any dispute regarding the proper calculation of the annual fee as prescribed in this Agreement. If the parties are not able to reach agreement regarding the annual fee, then either party may invoke binding arbitration consistent with the requirement of RCW 3.62.070 on the fee issue or RCW 39.34.180 on levels of compensation. 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 the annual fee 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 or RCW 39.34.180.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF PORT TOWNSEND

JEFFERSON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
David Timmons, City Manager

\_\_\_\_\_  
John Austin, Chairman

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
John Watts, City Attorney

*David Alvarez* 9/27/2011  
\_\_\_\_\_  
David Alvarez, Deputy Prosecuting Attorney

ATTEST:

ATTEST:

\_\_\_\_\_  
Pam Kolacy, City Clerk

\_\_\_\_\_  
Raina Randall, Deputy Clerk of the Board

**DISTRICT COURT - CITY SHARE OF COSTS**  
 (template revised 6-30-11(3))

**EXHIBIT 1 – Sample**

<u>Description</u>	Contract Year Budget 20
District Court Budget Allocated Salary & Benefits for Security Public Defender Total Expenditures	
Less transfer from trial court fund (State Funding) Less Costs paid directly by County and & City in Section 2.4b Total Budgeted District Court Expenditures	-
Percent District Court new contract (see calc's below) City Annual Fee	-
	-

<u>DISTRICT COURT FILING STATISTICS-CONTRACT WITH CITY</u>			
Contract Year	<u>20 Budget</u>		
Year of statistics:	3 yr prev stats	2 yr prev stats	prev yr stats
<u>Infractions</u>			
County			
City	-	-	-
<u>Criminal Violations</u>			
County			
City	-	-	-
<u>Domestic Violence, Harassment</u>			
County			
City	-	-	-
<u>Civil and Small Claims</u>			
County			
City	-	-	-
<u>TOTALS</u>			
3 yr totals			
County	-	-	-
City	-	-	-
	-	-	-
<u>TOTAL</u>			
<u>Percent</u>			
3 yr percent			
County			
City			

**DISTRICT COURT - CITY SHARE OF COSTS**  
(template revised 6-30-11 (3) )

EXHIBIT 2 – Sample Filled Out

<u>Description</u>	2012 Preliminary Budget
District Court Budget	677,386
Allocated Salary & Benefits for Security	48,811
Public Defender	252,926
Total Expenditures	979,123
Less transfer from trial court fund (State Funding)	(3,000)
Less Costs paid directly by County and & City in Section 2.4b	(11,000)
Total Budgeted District Court Expenditures	965,123
Percent District Court new contract (see calc's below)	14.4%
City Annual Fee	138,977

<u>DISTRICT COURT FILING STATISTICS-CONTRACT WITH CITY</u>			
Contract Year	<u>2012 Budget</u>		
Year of statistics:	2009 stats	2010 stats	2011 stats
<u>Infractions</u>			
County	6,330	6,351	6,176
City	1,203	1,190	788
	<u>7,533</u>	<u>7,541</u>	<u>6,964</u>
<u>Criminal Violations</u>			
County	1,438	1,371	1,419
City	330	323	344
	<u>1,768</u>	<u>1,694</u>	<u>1,763</u>
<u>Domestic Violence, Harassment</u>			
County	165	138	89
City			
	<u>165</u>	<u>138</u>	<u>89</u>
<u>Civil and Small Claims</u>			
County	480	380	424
City			
	<u>480</u>	<u>380</u>	<u>424</u>
<u>TOTALS</u>			
3 yr totals			
County	8,413	8,240	8,108
24,761			
City	1,533	1,513	1,132
4,178			
	<u>9,946</u>	<u>9,753</u>	<u>9,240</u>
28,939			
TOTAL			
<u>Percent</u>			
3 yr percent			
County	85.56%		
City	14.44%		