

January 17, 1991  
TC/GN/CASESHAR.2

Introduced by: Nickels

Proposed No.: 91 - 91

MOTION NO. 8155

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

A MOTION authorizing the executive to enter into a new interlocal agreement to continue King County District Court and Seattle Municipal Court case-sharing.

WHEREAS, in 1990 King County and the City of Seattle entered into an interlocal agreement to have Seattle District Court assist Seattle Municipal Court in lessening the Municipal Court caseload by hearing certain criminal cases in District Court, and

WHEREAS, that interlocal agreement expired on December 31, 1990, and

WHEREAS, all parties to that agreement concur in the mutual benefit of continuing the terms of the agreement for 90 days while negotiations take place on a new interlocal agreement to continue King County District Court and Seattle Municipal Court case-sharing;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute a new interlocal agreement, substantially in the form attached, with the City of Seattle, the King County District Courts, Seattle District Court, and the Seattle Municipal Court to provide for a continuation of case-sharing and that the interlocal agreement shall have a duration of 90 days from the date of final execution.

PASSED this 22<sup>nd</sup> day of January, 1991.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Lois North  
Chairman

ATTEST:

Gerald A. Peterson  
Clerk of the Council

**INTERLOCAL AGREEMENT AMONG  
KING COUNTY, THE CITY OF SEATTLE, KING COUNTY DISTRICT COURT,  
SEATTLE DISTRICT COURT, AND SEATTLE MUNICIPAL COURT**  
Case-Sharing Between Seattle Municipal and King County District Court

THIS IS AN INTERLOCAL AGREEMENT among King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the "City", the King County District Court, a district court established pursuant to RCW 3.34, the Seattle District Court, a district court established pursuant to RCW 3.34, and the Seattle Municipal Court, a municipal court established pursuant to RCW 35.20.

WHEREAS King County and the City of Seattle firmly believe in encouraging cooperative ventures when those efforts may improve the quality of service to citizens, and;

WHEREAS the Seattle District Court has expressed willingness to assist the Seattle Municipal Court in lessening the Municipal Court caseload, provided this can be done without compromising their ability to meet the workload of the entire district court system and without compromising the quality of justice in any of the district courts, and;

WHEREAS the Seattle Municipal Court has expressed willingness to use the weekend calendar to hear King County District Court cases;

NOW THEREFORE, pursuant to RCW 39.34, the County and City hereby agree:

1. SERVICES

- A. The Seattle District Court will provide a judge, courtroom and jury assistance with the goal of conducting four jury trials each week for certain criminal cases filed in the Seattle Municipal Court. All other personnel and support services and facilities, including clerks, prosecutors, defense services, jurors, interpreters, witness fees, jail fees, filing and court paperwork and recordkeeping, case review, and probation services, shall be provided by the City.

Pro Tem Judges. The City, through its mayor, agrees to appoint all judges of the King County District Court to serve as pro tem judges and/or magistrates of the Seattle Municipal Court to perform the service set forth in this agreement. The presiding judge of the King County District Court agrees to appoint all Seattle Municipal Court Judges to serve as pro tem judges of the respective courts to perform the services set forth in this agreement. The judges agree to serve in these appointed capacities.

- B. The County and City agree in principle that the City will provide judges to hear on weekends King County District Court cases of person in custody at the King County jail. The details of this service will be worked out in a timely manner.

2. PROCEDURES

- A. Jury Trials. The court procedures attendant to having the jury trials heard in Seattle District Court will be in a protocol document developed and agreed to by the District Court and the Seattle Municipal Court.
- B. Saturday and Sunday Calendars: The procedures attendant to having in custody cases heard by Seattle Municipal Court will be in a protocol developed and agreed to by the District Court, Municipal Court, Department of Adult Detention, Prosecuting Attorney, Seattle City Attorney, and King County Office of Public Defense.

3. COMPENSATION

This Agreement assumes the Seattle Municipal Court will assign cases most likely to go to trial and likely to require no longer than one court day; such assignments will result in one day per case. In consideration for the District Court services, the City shall pay the County One Hundred Dollars (\$100.00) per case. The County shall bill the City monthly; payment shall be made by the City within forty-five (45) days.

The City shall collect all fees and fines associated with the cases heard by the District Court.

4. DURATION

This Agreement is effective \_\_\_\_\_ and shall remain in effect until \_\_\_\_\_, unless terminated earlier by sixty (60) days written notice by any of the parties, provided that termination by either the King County District Court or the Seattle District Court will require the signature of the presiding judge of both of these Courts, respectively.

5. INDEMNIFICATION

The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason for or arising out of any act or omission of the City, its officers, agents, and employees, or any of them, relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgement be rendered against the County, and its officers, agents, and employees, or

any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them, relating to or arising out of the performance of this contract. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgement be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

6. NON-DISCRIMINATION

The County and the City certify that they are equal opportunity employers and have developed and implemented affirmative action programs in accordance with the guidelines in revised order 4 of the United State Department of Labor.

7. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and three (3) years after termination.

8. EVALUATION/PROBLEM SOLVING

The parties agree to designate representatives to meet as needed, to review performance and resolve problems that may arise under this Agreement. The representatives shall meet on or about February 1 and on or about April 1 to review the services described in 1a above and secure any adjustments necessary to the applicable protocol. The representatives shall review the protocol applicable to services agreed to in 1b above. Protocols shall be subject to review by the parties respective fiscal offices.

9. AMENDMENTS

This agreement may be amended at any time by mutual agreement of the parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed.

King County

City of Seattle

\_\_\_\_\_  
King County Executive      Date

\_\_\_\_\_  
Mayor of Seattle      Date

King County District Court

Seattle Municipal Court

\_\_\_\_\_  
Presiding Judge      Date

\_\_\_\_\_  
Presiding Judge      Date

Seattle District Court

\_\_\_\_\_  
Presiding Judge      Date

Approved as to form:

Norm Maleng  
King County Prosecuting Attorney

Mark Sidran  
City Attorney

By:

By:

\_\_\_\_\_  
JBC:jwr  
JBC7:muni.sea