

January 21, 1999
Motion012199

Introduced By:

ROB MCKENNA
JANE HAGUE

Proposed No.:

99 - 049

MOTION NO. **10626**

1
2 A MOTION authorizing the county executive to enter into
3 interlocal agreements with various cities relating to the provision
4 by King County district court of court services for municipal
5 cases.
6

7 WHEREAS, RCW 3.62.070 authorizes the county to charge filing fees to cities that
8 file cases in district courts, under an agreement as provided for in chapter 39.34 RCW, the
9 Interlocal Cooperation Act, and

10 WHEREAS, the cities of Beaux Arts, Bellevue, Burien, Carnation, Clyde Hill,
11 Covington, Duvall, Federal Way, Hunts Point, Kenmore, Medina, Mercer Island, Newcastle,
12 Normandy Park, North Bend, Redmond, Shoreline, Skykomish, Snoqualmie, Woodinville and
13 Yarrow Point, referred to in this motion as "the cities," desire to secure the services of King
14 County district court for the filing, processing, adjudication and penalty enforcement of cases
15 filed by the cities for violations of city ordinances, referred to in this motion as "district court
16 services," and

17 WHEREAS, the county and the cities worked cooperatively in the courts commission
18 of the regional finance and governance process to identify a mutually beneficial resolution of
19 the issues regarding financing of district court services, and

20 WHEREAS, the cities have jointly met with representatives of the county executive
21 and have agreed on the terms of a proposed new contract for district court services, to be

1 effective January 1, 2000, which is modeled on the recommendations of the courts
2 commission, and

3 WHEREAS, the proposed interlocal agreement provides a more efficient, effective and
4 equitable method for providing district court services to the cities;

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


6 The county executive is hereby authorized to execute an interlocal agreement,
7 substantially in the form attached, with each of the cities for the county to provide district
8 court services.

9 PASSED by a vote of 13 to 0 this 8th day of Feb Ruary, 1999.

10 KING COUNTY COUNCIL
11 KING COUNTY, WASHINGTON

12 
13 Annie Miller
Chair

14 ATTEST:

15 
16 Clerk of the Council

17 Attachments: Form of interlocal agreement, with exhibits A, B and C

**Interlocal Agreement for Provision of District Court Services
between King County and the City of _____**

Whereas, the City of _____, Washington, (hereinafter, the "City) and King County (hereinafter, the "County") have reached agreement on the terms and conditions on which the City will purchase and the County will provide district court services; and

Whereas, the City and the County wish to provide for a contractual arrangement with respect to provision of such district court services which provides certainty to both parties over time as to costs incurred and services provided and received; and

Whereas, RCW 3.62.070, as amended, provides for the charging of a filing fee for every criminal or traffic infraction action filed by cities in county district courts for municipal ordinance violations; and

Whereas, RCW 3.62.070, as amended, further provides that such filing fees be established pursuant to an agreement as provided for in chapter 39.34 RCW, the Interlocal Cooperation Act; and

Whereas, consistent with these statutes, the parties have negotiated the terms of this interlocal agreement which includes the establishment of individual infraction and citation filing fees and provides for the payment of certain prescribed amounts by the City in lieu of such filing fees; and

Whereas, the parties agree that it is in their best interest to ensure the continued responsive, effective and efficient delivery of district court services by the County to the City, in the manner described herein;

NOW, THEREFORE, in consideration of the mutual benefits described herein, the undersigned parties agree as follows:

Section 1. Term. This Agreement shall be effective as of January 1, 2000, and shall remain in effect for an initial term of five years ending on December 31, 2004, provided that unless terminated pursuant to Section 1.1 or alternately extended pursuant to Section 1.2, this Agreement shall automatically be extended upon the same terms and conditions for an additional five year term commencing January 1, 2005, and ending on December 31, 2009. In addition, this Agreement shall automatically extend upon the same terms and conditions for a second additional five-year term thereafter (commencing January 1, 2010, and expiring on December 31, 2014), unless terminated or alternately extended as provided herein.

1.1 Termination. This Agreement is terminable by either party without cause and in its sole discretion if such party provides written notice to the other no later than 18 months prior to the expiration of the five year term then running. For the initial five year term, this notification date is June 30, 2003. The termination notice date may be changed as

provided in Section 1.2.

1.2 Alternate Extension. Notwithstanding the foregoing, the term of this Agreement may be extended as described below:

1.2.1 Shorter Term Extension Upon Notice of Alternative Court Arrangements. If, on or before the date which is 18 months prior to the final anniversary date of any five-year contract period, the City certifies to the County that it intends to create or join a municipal court, or create or participate in a new court facility with the County at some time after January 1, 2005, and the City provides an estimate of the date on which such new court or facility arrangement will commence, then this Agreement shall remain in effect until such time as the City actually initiates such municipal court operations or the new County/City court facility is opened. The parties agree to negotiate a transition plan to address issues relating to such change in court and/or facility status. The purpose of this section is to facilitate a shorter extension of the Agreement if necessary to accommodate change in court or facilities, and to provide for an orderly transition in status of court arrangements for the City.

1.2.2 Extension pending conclusion of negotiations with respect to amending Agreement or Capital Project Financing Contract(s). So long as the parties are negotiating in good faith for changes in this Agreement or a separate Capital Project Contract or Contracts (defined in Section 4.2), then the term of this Agreement shall be automatically extended on the same terms and conditions such that termination occurs not less than 18 months after the end of such good faith negotiations. The end of good faith negotiations may be declared in writing by either party. Following such declaration, there shall be a 30 day period in which either party may provide written notice to the other party of its intent to terminate this Agreement at the end of the extended Agreement term. The purpose of this section is to ensure that neither party is forced to arbitrarily conclude negotiations for lack of time to address budgetary or operational concerns and to provide an opportunity for provision of timely termination notice after negotiations are concluded.

1.3 (Special provision for Cities of Medina, Clyde Hill, Hunts Point, Yarrow Point, Beaux Arts and Federal Way). Early Termination Option. The City has the option to terminate this Agreement for any reason effective January 1, 2003, provided that the City gives written notice to the County of such termination not later than June 30, 2001, which notice shall certify that the City will be filing its cases in a municipal court as of January 1, 2003. If the City fails to provide such notice, then the term of this Agreement shall be automatically extended through December 31, 2004, and all other provisions regarding extension of this Agreement shall apply.

Section 2. District Court Services. The County shall provide District Court Services for all City cases filed by the City in King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, City ordinance, or other regulation as now existing or as hereafter amended, except that this Agreement is subject to re-opener as described in Section 5.

District Court Services include all local court services currently provided by the County to the City including: filing, processing, adjudication, and penalty enforcement of all City cases filed, or to be filed, by the City in District Court, including but not limited to issuance of search and arrest warrants, motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, presentence investigations, sentencing, post-trial motions, the duties of the courts of limited jurisdiction regarding appeals, and any and all other court functions as they relate to municipal cases filed by the City in District Court. District Court Services shall also include probation services unless the City notifies the County in writing that it does not wish the County to provide probation service at least six months prior to January 1 of the year in which probation services shall not be provided. The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.1 Level of Service. District Court Services shall be provided at a level essentially equivalent to those provided to the City in 1998. The parties intend by this provision to maintain the overall level and type of service as was provided in 1998, including scheduling of court calendars, but to permit the County to make minor service modifications over time if necessary.

2.2 (special provision for Bellevue) Probation Services. Consistent with the definition of District Court Services, although the City (Bellevue) does not, as of the effective date of this Agreement, receive probation services from the County, the City may at any time request such services be provided by the County for no additional cost to the City. Such request shall be made at least six months prior to January 1 of the year that Bellevue wants to have the County provide probation services. Additionally, the City may request the County provide collection services for the City's probation department under comparable terms as received by the County probation department from the County Finance Office.

Section 3. Filing Fees Established; City Payment In Lieu of Filing Fees; Local Court Revenues Defined.

3.1 Filing Fees Established. A filing fee is set for every criminal citation or infraction filed with the District Court. The filing fee is \$175 for a criminal citation and \$19 for an infraction. (The basis for this filing fee is shown in Exhibit A, attached). Filing fees will increase at the rate of an additional \$5 per year for criminal citations and \$.50 per year for infractions.

3.1.1 Compensation For Court Costs. Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain 75% of Local Court Revenues (defined below) as full payment for all City court costs, including those filing fees established in 3.1. The Cities shall receive 25% of Local Court Revenues. The County retention of 75% of Local Court Revenues is in lieu of direct City payment for filing fees and it is agreed by the Cities and County to be payment in full for District Court Services and costs provided by the County to the

City under this Agreement, including but not limited to per-case filing fees.

3.2.1. In entering into this Agreement for District Court Services, the City and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

3.3 Local Court Revenues Defined. Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from city-filed cases after payment of any and all assessments required by state law thereon. Local Court revenues include all revenues defined above received by the court as of opening of business January 1, 2000. Local Court Revenues exclude:

1. Payments to a traffic school or traffic violation bureau operated by a City, provided that, if the City did not operate a traffic school or traffic violations bureau as of January 1, 1999, the City will not start such a program during the term of this Agreement.
2. Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Probation revenues.
4. Any reimbursement received by the County for interpreter fees.
5. Reimbursement for home detention and home monitoring, public defender, jail costs, witnesses and jury fees on City-filed cases.

100% of these revenues excluded from "Local Court Revenues" shall be retained by the party to whom they are awarded by the court or who operates or contracts for the program involved, as appropriate.

3.4 Monthly Reporting and Weekly Payment to City. The County will provide to the City a weekly remittance report and a check or wire transfer to the City from the County for the City's 25% share of Local Court Revenues (less appropriate amounts for jury fees) no later than three business days after the end of the normal business week. On a monthly basis, the County will provide to the City reports listing City cases filed and revenues received for all City cases on which the 75/25 allocation of Local Court Revenues is calculated in a format consistent with the requirements described in Exhibit B. Unless modified by mutual agreement, Exhibit B shall set out the process and content for financial reporting to the City from the County. In order to facilitate smooth implementation of this contract the agreed monthly report format will be used by the County in parallel with reporting in place prior to this agreement as of September 1999 through December 1999. Any weekly reporting would run in parallel beginning November 1, 1999 through December 31, 1999.

3.5 Payment of Other Court-related costs. Consistent with the definition of Local Court Revenues, the City will be responsible for payment of all witness fees on City-filed cases and one-half of the jury fees on City-filed cases. The County is responsible for paying all interpreter fees and one half of the jury fees on City-filed cases. To facilitate

the timely payment of these amounts, the County will pay the City-share of City jury fees to the third parties to whom such amounts are due, and will deduct these amounts from the City share of Local Court Revenues monthly. Such deductions will be detailed on the monthly financial report consistent with Exhibit B. The County assumes responsibility for making such payment of City jury fees on a timely and accurate basis.

3.6 Payment of State Assessments. The County will pay on behalf of the City all amounts due and owing the State relating to City cases filed at the District Court out of the gross court revenues received by the District Court on City-filed cases. The County assumes responsibility for making such payments to the state as agent for the City on a timely and accurate basis. As full compensation for providing this service to the City, the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

Section 4. Capital Projects

4.1. Capital Projects Defined. Capital Projects are those projects which do not constitute major maintenance or ordinary maintenance items in the customary practice of the County, have a useful life of not less than five years (unless otherwise agreed for a particular project, or constitute a significant technology system improvement), or are part of a Capital Improvement Program for the District Courts approved by the County Council. Without limitation, examples of Capital Projects include construction of a new courtroom with a useful life of five years or more or acquisition of a system-wide records management system. Capital Projects do not include the cost of operating or maintaining such projects.

4.2. Capital Project Contracts. A Capital Project Contract, as used herein, is a separate contract between the County and the City or cities that includes the terms and conditions under which a Capital Project will be acquired. Notwithstanding anything in this Agreement to the contrary, a Capital Project Contract may include any terms and conditions to which the parties may agree. Failure to reach agreement on a Capital Project Contract shall in no event constitute a breach of this Agreement.

4.3 No Capital Projects Currently Scheduled. As of the date of this Agreement, the County has no Capital Projects scheduled for the District Court in the County Council approved 1998-2003 Capital Improvement Program, with the exception of the new Issaquah Division Courthouse, which Capital Project is not subject to the terms of this Agreement.

4.4 Scheduled Discussion of Proposed Capital Projects. Not later than the end of year three of the initial Agreement term (December 31, 2002), the County will present in writing to the City a proposal describing any proposed Capital Projects the County wishes to acquire for the District Court Division or System in the next occurring five year period (e.g., Years 4 and 5 of the initial Agreement term, and years 1 through 3 of the next occurring Agreement term, should the Agreement be extended consistent with Section 1). Such proposal shall at the same time be presented to all other cities in the

Division/System with Comparable Agreements (defined in Section 4.5.1 below). The City and the County shall work with the other affected cities with Comparable Agreements to negotiate the terms of any Capital Project Contract.

4.4.1 The parties agree to negotiate in good faith with regard to such proposed Capital Projects to determine whether it is in the mutual interest of the parties to provide for the acquisition of such Capital Project(s) under a separate Capital Project Contract, and what the terms of such separate Contract will be.

4.4.2 It is the goal of the parties that, with respect to Proposed Capital Project Contracts, negotiations be concluded within 6 months (by June 30, 2003), in order to permit either party to give timely notice of termination of this Agreement consistent with Section 1.1. If good faith negotiations are continuing as of such notice date (June 30, 2003), the term of this Agreement shall extend as provided under Section 1.2.

4.4.3 If this Agreement is extended for an additional term of years as provided in Section 1, then the County will again provide a set of proposed Capital Projects for consideration by the City at the end of year 8 (December 31, 2007) and the same process for discussion and/or negotiation of separate capital agreements shall proceed as provided above.

4.5 Capital Cost Sharing Proposal. The parties agree that the cost of a Capital Project will be shared on the following basis unless the parties agree otherwise for a particular project. For the purpose of Sections 4.5 and Sections 4.6 caseload is defined as the total number of all cases including infractions and parking, regardless of how filed, in the entire District Court or the relevant Division. The caseload for the City is defined as all cases filed as City cases including infractions and parking in the District Court.

4.5.1 Division Improvements. Division Improvements are Capital Projects that benefit the cities in a single District Court Division. Unless otherwise agreed, the costs for a division improvement shall be shared on the following basis: the City will pay a cost share equivalent to the City's percentage caseload in the Division; provided that where more than one city contracts with the County for District Court Services in the same Division under an agreement with this same capital cost sharing provision ("Comparable Agreements"), and the City and such other cities collectively contribute over one-half the caseload to the Division, the City shall pay its pro-rata share of the Division Improvements costs based on its caseload where all city contributions shall together equal 50 % of the cost of the project. The County shall pay any additional share of costs not attributable to City cases, but not less than 50% of the total.

4.5.2 System Improvements. System Improvements are defined as Capital Projects that benefit all Divisions of the District Court. Unless otherwise agreed, the costs for a system improvement shall be shared on the following basis: the City will pay a share equivalent to its percentage caseload of the System caseload, provided that the cost contribution of all cities in the System shall not exceed 50%. The County shall pay any additional share of costs not attributable to City cases, but not less than 50% of the total.

4.6 Unscheduled Capital Proposals Not In the County's CIP And Not Approved In Section 4.4 In addition to the Scheduled Capital Proposals described in Section 4.4, the County may at any time present a capital proposal to the City regarding an emergency need of the District Court or other need not anticipated in the CIP process. County shall submit such Unscheduled Proposals to all cities with Comparable Agreements as appropriate to the Proposal (e.g., Division Improvements shall be presented to all cities with Comparable Agreements in a Division). The County and the City shall work together with such other cities to determine whether a sufficient number of cities as defined below agree to the Capital Proposal.

4.6.1 Division Improvements. In the case of Division Improvements (defined in Section 4.5.1) if cities comprising at least 60% of the city caseload in a Division and not less than 40% of the number of cities signatory to this Agreement and Comparable Agreements in such Division reach agreement with the County on a Capital Project Contract, then such Contract shall be entered into and shall be effective for only those parties signatory to such Capital Sharing Contract. City caseload is defined as all cases filed by any city in a division. However, if there are only two cities in a Division, then both cities must agree to a Capital Project Contract for it to be executed between the City and the County.

4.6.2 System Improvements. In the case of System Improvements (defined in Section 4.4.2), if Cities comprising at least 60% of the city caseload in the System and not less than 40% of the number of cities signatory to this Agreement and Comparable Agreements reach agreement with the County on a capital sharing contract, then such contract shall be entered into and shall be effective for all parties signatory to such capital sharing contract.

4.6.3 County Option to Terminate. If the City is in a Division with more than two cities purchasing District Court Services and the necessary number of other cities have reached final agreement with the County as described in Section 4.6.1 to proceed with a Capital Project Contract for a Division Improvement but the City does not agree to sign such Contract, then the County in its sole discretion may terminate this Agreement effective as of the next occurring January 1 which is not less than 18 months from the date on which the County provides written notice to the City of the County's intent to terminate the Agreement based on the refusal of the City to sign the Capital Sharing Contract. If the County and the necessary number of cities have reached final agreement with the County as described in Section 4.6.2 to proceed with a Capital Project Contract for a System Improvement but the City does not agree to sign such Contract, then the County in its sole discretion may terminate this Agreement effective as of the next occurring January 1 which is not less than 18 months from the date on which the County gives written notice to the City of the County's intent to terminate this Agreement based on the City's refusal to sign the Capital Sharing Contract. It is the intent of the parties that this option to terminate may be exercised by the County only when Capital Project Contracts for Unscheduled Capital Proposals are entered into by the required number of

Cities described in Sections 4.6.1 and 4.6.2.

4.7 Eastside Cities Jail Facility. The County agrees to explore in good faith with Cities in the Northeast and Bellevue Divisions the possibility of co-locating court facilities, funded under the capital funding provisions in this Agreement, or leasing court space in an Eastside jail facility, if one is developed by the cities. The parties do not intend by this provision to limit their consideration of options for proceeding with such a facility.

4.8 Other Agreements Not Prohibited. Nothing in this Agreement shall be construed to prohibit separate agreements between the County and a City to purchase or lease facilities.

Section 5. Re-opener. In the event of:

- (i) changes in state statute, court rule, City ordinance, or other regulation requiring the County to provide new court services not included in District Court Services as provided by the County during 1998, or resulting in reductions or deletions in District Court Services provided during 1998. Provided such new services or reduction of services are reasonably deemed to substantially impact the cost of providing such services; or
- (ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this agreement; or
- iii) changes in state statute, court rule, City ordinance, or other regulation which substantially alter the revenues retained or received by either the County or Cities related to City case filings;

Then, the parties agree to enter into re-negotiation of the terms of this Agreement. The Agreement shall remain in full force and effect during such negotiations.

Section 6. Performance Measures. The parties agree that the performance measures described in Exhibit C will be periodically reported not less frequently than quarterly on a Division or System-wide basis, as indicated. These measures are for continuous discussion and review by the Management Review Committee, and are not the basis for non-payment by either party. The performance measures may be altered from time to time as agreed by the Management Review Committee.

Section 7. Management Review Committee. For the purpose of reviewing and resolving Division operation and coordination issues between the County and City and other cities within the Division, there shall be established a Division Management Review Committee. The Management Review Committee members shall include:

- (i) The judge representing the Division on the District Court Executive Committee or his/her designee;
- (ii) A representative from the King County Department of Adult Detention;
- (iii) A representative from the King County Probation Office;
- (iv) A representative for each city at the city's discretion

- (v) Such additional representatives from the City Police Department, City legal department and City prosecutorial staff or other staff as the City may designate.
- (vi) At his/her option, a representative from the County Executive's office.
- (vii) The administrator of the appropriate court division.

The Management Review Committee shall meet monthly, unless the parties mutually agree to a different schedule. Any city within the Division, or the representative of the County Executive or the District Court is authorized to convene a meeting of the Management Review Committee upon a minimum of ten (10) working days written notice to the other. The Management Review Committee shall develop an agreed upon monthly reporting protocol, which will involve case tracking by the Courts, performance measure tracking, and additional statistical tracking by cities as the parties may agree. The Management Review Committee shall also develop and track additional performance benchmarks for Division operation issues as the parties may agree.

7.1 Unresolved Issues. Unresolved issues arising at the Management Review Committee shall be referred to the Dispute Resolution procedure defined for Division issues described in Section 8.

7.2 State Audit. The County will make available to the City the report of the State Auditor on any audit conducted regarding the court division providing services to the City.

Section 8. Dispute Resolution. Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of both parties through the Management Review Committee. Depending on the nature of the issue, there are two different dispute resolution processes, described as follows:

8.1 Division Disputes. Disputes arising out of Division operation and management practices which are not resolved by the Management Review Committee will be referred to the Presiding Judge of the District Court (or his/her designee) and the Chief Executive Officer of the City (or his/her designee); provided that where the dispute involves several cities with Comparable Agreements, the City agrees to work with other cities to select a single representative. If these two persons are unable to reach agreement within 60 days of referral, then the dispute shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the City(s) and the County may agree to select a mediator through a mediation service mutually acceptable to both parties.

8.2 System Disputes. Disputes arising out of District Court System operations or management, or involving the interpretation of this Agreement in a way that could impact the entire System and other Cities with Comparable Agreements, shall be referred to a committee consisting of City representative from each Division selected by the cities with Comparable Agreements in each Division, and a team of representatives appointed by the

County Executive and Presiding District Court judge. Failure to reach an agreed upon solution within 45 days shall result in referral of the dispute to a panel consisting of: (1) the presiding district court judge or his/her designee; (2) the County Executive or his/her designee; (3) two City representatives (appointed by the Cities). Failure of this group to reach agreement within 30 days shall result in referral of the issue to non-binding mediation, conducted in the manner described in Section 8.1.

Section 9. Legislative Advocacy. The County and City agree to jointly advocate for changes in state law to secure a larger share of retained revenues from District and Municipal Court filings. In addition, County and Cities will jointly agree to advocate for a state financed upgrade to the DISCIS system. The parties shall annually review whether there are additional opportunities for legislative changes of mutual interest.

Section 10. Indemnification.

10.1 City Ordinances, Rules and Regulations. 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 which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and 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 attorneys' fees.

10.2 City Indemnification of County. The City shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the City's acts, errors or omissions with respect to the subject matter of this agreement, provided, however,

- (i) that the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the County, its officers, agents or employees; and
- (ii) The City's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the City and the County shall apply only to the extent that the City's actions or negligence caused or contributed thereto.

10.3 County Indemnification of City. The County shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever,

including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the County), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the County's acts, errors or omissions with respect to the subject matter of this agreement, provided, however that

The County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the city, its officers, agents or employees; and

The County's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the County and the City shall apply only to the extent that the County's actions or negligence caused or contributed thereto.

10.4 Indemnification for Events Occurring Prior to Termination Of Court Services

The obligation to indemnify, defend and hold harmless for those injuries provided for in Sections 10.2 and 10.3 extends to those events occurring prior to the termination of court services under this Agreement as provided in Section 1.1. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement as provided in Section 1.1.

10.5 Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; (ii) The legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

Section 11. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County employees by virtue of their employment. Nothing in this agreement shall make any employee of the County a City employee for any purpose, including but not limited to for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

Section 12. 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 designated by the addressee by written notice to the other party:

To the County: King County Executive, Room 400, King County Courthouse, 516 Third Avenue, Seattle, Washington 98104

To the City: (Insert title of Mayor, City Manager or City Administrator and address)

Section 13. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this agreement shall be subject to re-negotiation as provided in Section 5.

Section 14. Assignability. The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section 15. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 16. Entire Agreement. This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

Section 17. Amendment or Waiver. This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by the Chief Executive or Administrative Officer of the City and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

Section 18. Right of Cities If Agreement Modified Any executed amendment to this Agreement with any City with a comparable agreement shall be made available on the same terms and conditions to any other city that contracts with the County for district court services, subject to unique and unusual circumstances specific to individual cities and approval of the management review committee for the division.

Section 19. No Different Agreement With City

The County agrees that it will not enter into an Agreement for court services with any city not an original party to this agreement on terms and conditions other than set forth in this agreement or as subsequently amended.

Section 20. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 21. Counterparts. This Agreement may be executed in two counterparts, and each such counterpart shall be deemed to be an original instrument. Both such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the City and the County have executed this Agreement this _____ day of _____, 1999.

King County

City of _____

King County Executive

Chief Executive or
Administrative Officer

Date:

Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney

City Attorney

10626

EXHIBIT A

CALCULATION OF FILING FEES (Section 3.1)
 BASED ON
 DISTRICT COURT COSTS PER CASE FILED

	1998 est. totals
District Court total budget*	\$19,469,888
less Probation	(\$2,775,993)
less State case costs	(\$178,464)
less Court Administration costs	(\$495,787)
less Office of Presiding Judge	(\$367,830)
Net Costs	\$15,651,815

	Infraction	Citation	Civil	Total
Judicial Workload by Type of Filing	20.1%	50.7%	29.2%	100%
Allocated Costs by Type of Filing	\$3,146,015	\$7,935,470		
Number of Total Filings	161,190	35,040		
Cost per Filing (estimated filing fee)	\$19.52	\$226.47	n.a.	

* total budget includes all Current Expense Fund, Criminal Justice Fund, overhead and security costs

Exhibit B**Interlocal Agreement for Provision of District Court Services
Reporting Requirements and Procedures**

This exhibit identifies and describes reporting procedures for the County. These reports will enable cities to:

- Ensure that the revenue from City cases is appropriately credited to the City, enabling the City to reconcile the remittance to detail information.
- Monitor revenue collection trends by filing year, case type, and disposition.
- Have revenue reported in a way that matches the BARS account codes on remittances.
- Provide historical comparisons to current activity for forecasting purposes.

It is the intention to provide all reports in an efficient manner, through DISCIS or some other electronic method.

1. Reporting Development Committee to be established. A Reporting Development Committee (Committee) consisting of representatives from the County, and Cities party to the contract, shall be established to develop the form, content, and reporting mechanism (e.g., paper or electronic) for the reports outlined in sections below. The Committee shall develop these report formats no later than June 30, 1999. The Committee shall terminate effective December 31, 1999.

2. Reporting Test Period. The agreed monthly report format will be used by the County in parallel with current reporting as of September 1, 1999. Any weekly reporting would run in parallel beginning November 1, 1999. During the test period all reports shall be provided to Cities for evaluation. Proposed changes to reports during this period shall be referred to the Reporting Development Committee.

3. Modifications to reports after January 1, 2000. Any new reports or changes to the form, content, or timing of reporting requirements after January 1, 2000 will be recommended to and processed through the Management Review Committee (contract section 7), or a sub-committee established by that Committee, temporarily formed for the purpose of report evaluation.

4. Reporting requirements:

a. Weekly Remittance Reporting

Remittance Summary Report- To summarize revenue remitted to the City. Supplement the current format to show:

- The calculation of the City's 25% portion;
- The number of cases (related to the payment amount); and
- recoupment/reimbursements and victims assistance at 100%.

b. Monthly Filing Reporting

Jurisdiction Billing Report (DR7000PX) - To show listing of all City filings with the Court.

Remittance Reconciliation Report- to reconcile the total due the City.

Remittance & Disposition Detail - to show remittance and disposition detail.

c. Management Reporting

Infraction Revenue Summary Report- To show summary and detail of Parking, Traffic, and Non-traffic infraction revenue in total and by type

Criminal Citation Revenue – To show summary and detail of DWI, Criminal traffic misdemeanor, Non-Traffic misdemeanor revenue in total and by type

Annual Reporting. The December report should summarize the results of the full year for all monthly reports where such YTD information is not provided on a monthly basis.

EXHIBIT C

PERFORMANCE AND WORKLOAD INDICATORS

The following items will be reported by the County on a quarterly basis unless otherwise agreed, when available electronically.

1. Percentage of filings by case type which fail to appear or have a warrant issued
2. DISCIS caseload report, which includes items such as filings by case type, dismissals and number of hearings.
3. Number of guilty/committed by broad case type
4. Time from filing to disposition by broad case type
5. Number of continuances requested/granted by broad case type
6. Number of probation violation review hearings
7. Citation re-offenders by broad case type
8. Percentage completing probation by broad case type.