

15659.

ATTACHMENT A

2006-585

**INTERLOCAL AGREEMENT FOR PROVISION OF  
LIMITED IN-CUSTODY DISTRICT COURT SERVICES BETWEEN  
KING COUNTY AND THE CITY OF LAKE FOREST PARK**

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF LIMITED IN-CUSTODY DISTRICT COURT SERVICES BETWEEN KING COUNTY ("County") AND THE CITY OF LAKE FOREST PARK ("City") is entered on this \_\_\_\_ day of \_\_\_\_\_, 2006. Collectively, the County and the City are referred to as the "Parties."

Whereas, the City wishes to enter into an agreement with the County for provision of limited in-custody District Court services, specifically Saturday and holiday in-custody hearings for new bookings into the King County Jail; and,

Whereas, the County is willing and able to provide the City with the limited in-custody District Court services set forth in this Agreement if the County's costs of such services are paid by the City; and

Whereas, the Parties negotiated this Agreement to set out the terms of the services to be provided by the County and the costs to be paid by the City; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 Term**

**1.1** This Agreement shall be effective as of \_\_\_\_\_ and shall remain in effect for an initial term of one year. The Agreement may be extended for a second term of two years if agreed to in writing by the Parties at least three months prior to the termination of the first term. The Agreement may be extended for a third term of two years, if agreed to in writing by the Parties at least three months prior to the termination of the second term. The length of all terms is subject to the termination provisions provided in Section 1.2.

**1.2 Termination and Notice of Termination.** This Agreement is terminable by either party without cause and in its sole discretion if such party provides written notice to the other party no later than three months prior to the termination date.

**2.0 Services**

**2.1 In-Custody District Court Services Defined.** The County and District Court shall provide in-custody hearings and the related services set forth below in subsection 2.1.1 to the City for new City bookings in the King County Jail that are to be heard on the Saturday and holiday jail calendars. The District Court will also hear those matters for which the City requests that the District Court make a probable cause finding during the Saturday or holiday jail calendar without the defendant present. Provision of services

under this Agreement to the City will be contingent on the City's fulfillment of its responsibilities set forth subsection 2.1.2 below. The specific procedures for completing the services and responsibilities under this Agreement will be agreed to by the Parties in writing prior to the commencement of services under this Agreement.

**2.1.1** The County and District Court shall be responsible for:

- (i) Reviewing the King County Jail booking sheets for the City's new bookings to be heard on the Saturday and holiday jail calendars and for arranging for the defendant's presence at the calendar;
- (ii) Notifying the City's public defender and prosecutor of the City's cases that are on the Saturday and holiday jail calendars;
- (iii) Providing interpreters as needed for the City's cases that are on the Saturday and holiday jail calendars;
- (iv) Keeping records of the City's Saturday and holiday jail calendar court hearings;
- (v) Transmitting the records of the City's court hearings to the City;
- (vi) Transmitting all paperwork regarding the City's cases and hearings to the City;
- (vii) Assigning dates certain for future court appearances in accordance with the hearing dates provided by the City as needed; and
- (viii) Providing security within the jail courtroom at the King County Correctional Facility and providing escort services to the jail courtroom when defendant's presence is required. However, certain categories of inmates may not be transported or made available if medical, psychiatric, or other housing restrictions exist that pose a security concern.

**2.1.2** The City shall be responsible for:

- (i) Providing a public defender and prosecutor for each calendar where District Court in-custody services are to be provided for the City;
- (ii) Providing a list of hearing dates that will allow the District Court to set dates certain for future court appearances;
- (iii) Providing the name and phone number of a contact person or persons who may be reached during the Saturday and holiday jail calendars for any issues that may arise; and
- (iv) Providing a probable cause declaration or sworn statement as needed.

**2.2** The Parties recognize that GR 29 requires that the ultimate decision making authority regarding the management and administration of the Court rests with the Presiding Judge and/or the Division Presiding Judge, and the Parties recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The services provided by the County and District Court pursuant to this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge and/or the Division Presiding Judge contained therein.

**2.3** The District Court Presiding Judge shall assign judicial officers to hear the City's cases. These assignments are made at the discretion of the District Court Presiding Judge and are not subject to City consent or approval.

**3.0 Compensation for Court Costs.**

**3.1** The Parties agree that the County is entitled to sufficient revenue to compensate it for all costs incurred as a result of the services provided to the City pursuant to this Agreement. For purposes of this Agreement, those costs are calculated on a per case basis as detailed in Exhibit A.

**3.2** The per case cost detailed in Exhibit A shall be revised annually and submitted to the City by July 1<sup>st</sup> of each year. The revised cost detailed in Exhibit A will go into effect on January 1<sup>st</sup> of the following year.

**3.3** At the end of each quarter, the County will send the City an invoice for all costs as provided in Exhibit A that were incurred in that quarter. The City shall pay the amount due within 75 days of receipt of the written invoice from the County.

**4.0 Re-opener.** The County and the City may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

**5.0 Waiver of Binding Arbitration.** The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

**6.0 Indemnification.**

**6.1 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 attorney fees.

**6.2 County Held Harmless.** The City shall defend, indemnify, and hold harmless the County and its officers, employees, and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason arising out of the acts or omissions of the City, its officers, employees, and agents, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action,

loss or damages is brought against the County, its officers, employees, agents, or any of them, the City shall defend the same at its sole cost and expense; provided that the County, in its sole discretion, reserves the right to participate in said suit; and if final judgment be rendered against the County, and its officers, employees, agents or any of them, or jointly against the County and the City and their respective officers, agents, or any of them, the City shall satisfy the same. This indemnification shall survive the expiration or termination of this Agreement.

**6.3 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; or (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.

## **7.0 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, 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.

## **8.0 Notice.**

Unless otherwise provided herein, 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, 701 Fifth Avenue, Suite 3210, Seattle, Washington 98104

To the City: (insert title of mayor, city manager, or city administrator and address)

## **9.0 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, unenforceable, 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 4.0.

**10.0 Assignability.**

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

**11.0 Mediation/Arbitration.**

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree and will endeavor first to attempt to settle the dispute in an amicable manner by mediation. The mediator will be selected by agreement of the Parties. All fees and expenses for mediation will be borne by the Parties equally. Each party shall, however, bear the expense of its own, counsel, experts, witnesses, and preparation and presentation of evidence.

**12.0 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.

**13.0 Force Majeure.**

The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a party's reasonable control, causing the inability to perform its obligations under this Agreement. If the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the City, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. For purposes of this Agreement, "force majeure" shall not include reductions or modifications in District Court Services caused by or attributable to reductions or modifications to the budget of the King County District Court as adopted or amended by the Metropolitan King County Council.

## **14.0 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.

## **15.0 Governing Law.**

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

## **16.0 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.

## **17.0 Counterparts.**

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

## **18.0 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 its chief executive officer 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.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

King County

City of Lake Forest Park

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

\_\_\_\_\_  
Title:

Date:

Date:

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
King County Deputy Prosecuting  
Attorney

\_\_\_\_\_  
City Attorney

## EXHIBIT A

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### Cost Model for Weekend and Holiday Jail Calendar Contract Hearing with Defendant Present in Court

8 Minutes of Judge time in court per case  
8 Minutes of Clerk time in court  
15 Minutes of Clerk time out of court  
8 Minutes of Department of Adult and Juvenile Detention (DAJD) Court Security time

#### Cost of Judge Time Per Case

\$12.08 Cost of Judge Time in court per case  
\$0.90 Judicial Overhead cost per case  
\$12.98 Total Judicial Cost per Case

#### Cost of Clerk Time Per Case

\$3.73 Cost of Clerk time in court per case  
\$6.99 Cost of Clerk time out of court per case  
\$2.27 Clerical Overhead cost per case  
\$12.98 Total Clerical Cost per case

#### Cost of DAJD Court Security Time Per Case

\$7.54 Court Security Cost per case  
\$0.78 Court Security Overhead cost per case  
\$8.32 Total Court Security Cost per Case

#### \$34.29 Judge, Clerk and Court Security Cost Per Case

3.0% Set Inflation Rate\*

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**\$35.32 TOTAL COST PER CASE**

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Notes:

\* The Judge, Clerk and Court Security Cost per case is inflated annually by a set rate of 3.0%.



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### Cost Model for Weekend and Holiday Jail Calendar Contract Probable Cause Hearings with Defendant not in Court

8 Minutes of Judge time in court per case  
8 Minutes of Clerk time in court  
15 Minutes of Clerk time out of court

#### Cost of Judge Time Per Case

\$12.08 Cost of Judge Time in court per case  
\$0.90 Judicial Overhead cost per case  
\$12.98 Total Judicial Cost per Case

#### Cost of Clerk Time Per Case

\$3.73 Cost of Clerk time in court per case  
\$6.99 Cost of Clerk time out of court per case  
\$2.27 Clerical Overhead cost per case  
\$12.98 Total Clerical Cost per case

**\$25.97 Judge, Clerk Cost Per Case**  
3.0% Set Inflation Rate\*

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**\$26.74 TOTAL COST PER CASE**

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Notes:

\* The Judge, Clerk and Court Security Cost per case is inflated annually by a set rate of 3.0%.

## EXHIBIT A

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### Calculation of Personnel Values

#### Cost Per Judge

\$125,672 Annual salary for District Court Judge as of 9-1-2006  
\$24,211 Annual benefits for District Court Judge 2006  
\$15,021 Annual pro tem costs per District Court Judge as of 9-1-2006  
\$164,904 Total annual cost of District Court Judge

24 Pay periods per year  
75.8333 Hours per pay period  
4549.998 Minutes per pay period  
\$6,871.00 Total judicial costs per pay period  
**\$1.51 Total judicial costs per minute**

#### Cost Per Clerk

\$41,187 Annual salary for Step 5 Court Clerk as of 9-1-2006  
\$16,969 Annual benefits for Step 5 Court Clerk 2006  
\$58,156 Total annual cost of Step 5 Court clerk

24 Pay periods per year  
86.6666 Hours per pay period  
5199.996 Minutes per pay period  
\$2,423.17 Step 5 Clerk salary & benefits per pay period  
**\$0.47 Step 5 Clerk salary & Benefits per minute**

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**Calculation of Overhead for District Court Employees**

2006 District Court Budget				
Account	Account Description	2006 Appropriated	Probation Services	Non-Probation Services
51110	REGULAR SALARIED EMPLOYEE	13,526,957		Salary Related
51120	TEMPORARY	97,300		Salary Related
51130	OVERTIME	62,442		Salary Related
51315	FLEX BENEFIT COMBINED CHG	2,904,756		Salary Related
51320	OASI	997,200		Salary Related
51330	RETIREMENT	417,872		Salary Related
51340	INDUSTRIAL INSURANCE	152,874		Salary Related
51395	MANUAL BENEFIT BUDGET ADJ	868		Salary Related
52110	OFFICE SUPPLIES	77,681	18,868	58,813
52170	COPY MACHINE SUPPLIES	15,000	3,643	11,357
52212	EDP SUPPLIES	20,000	4,858	15,142
52215	PUBLICATIONS < \$1000 EACH	5,000		5,000
52290	MISC OPERATING SUPPLIES	500	121	379
52291	TELCOM SUPPLIES	2,250	547	1,703
53105	OTHER CONTRACT/PROF SRVCS \$785,186	-	-	-
	Agency Temp Workers	1,200		1,200
	Appriss	40,000		40,000
	Armored Car	30,500	7,408	23,092
	Recycling	10,000		7,571
	DRC	285,358	285,358	Civil & Small Claims Related
	Fiserv	12,000		Jury Summons
	Inquest Court Reporter Fees	21,492		Inquest Related
	LDA	24,450	24,450	Probation Related
	Misc. small amounts	5,000	1,214	3,786
	Probation Software	25,000	25,000	Probation Related
	Pro Tem Services	330,186		Included in Salary
53113A	INTERPRETATION SERVICES	442,104	107,382	334,722
53211	TELCOM SERV-ONGOING CHR	166,546	40,452	126,094
53212	TELCOM SERV-ONE TIME CHR	15,000	3,643	11,357
53220	POSTAGE	120,000	29,147	90,853
53310	TRAVEL & SUBSISTENCE EXP	1,000	243	757
53318	PRIVATE AUTO MILEAGE	18,500	4,493	14,007
53610	REPAIR-STRUCTURES	40,000	9,716	30,284
53630	REPAIR/MAINT-EQUIPMENT	25,000	6,072	18,928
53634	REPAIR/MAINT-IT EQUIPMENT	1,500	364	1,136
53710	RENT-STRUCTURES & GROUNDS	5,500		Vashon Related
53770	RENT-COPY MACHINE	124,565	30,256	94,309
53790	RENT-OTHER EQUIP & MACH	12,000	2,915	9,085
53803	MEMBERSHIPS	14,000	3,400	10,600
53806	PRINTING & BINDING	80,000	19,431	60,569
53810	TRAINING	7,500	1,822	5,678
53821A	JURY FEES & MILEAGE	150,000		Jury Related
53826A	WITNESS EXPENSE	90,000		Trial Related
53890	MISC SERVICES & CHARGES	2,500	607	1,893
55010	MOTOR POOL ER/R SERVICE	591	144	447
55021	ITS - O&M CHARGES	95,894	23,292	72,602
55025	ITS - INFRASTRUCTURE	219,340	53,275	166,065
55026	GIS O7M	70	17	53
55028	INFO RESOURCE MGMT	31,294	7,601	23,693
55032	TELCOM OVERHEAD	51,432	12,492	38,940
55144	PROPERTY SERVICES	409	99	310
55160	CONST & FACLTY MGMT	1,341,847	325,920	1,015,927
55245	FINANCIAL MGMT SVCS S/S	119,622	29,055	90,567
55252	INSURANCE S/S (PROBATION)	398,605	398,605	Probation Related
55255	FINANCIAL MGMT SVCS REBATED	(4,468)	1,085	3,383
55331	LONG-TERM LEASES	511,961		Issaquah Related
55350	RADIO ACCESS	633	154	479
55351	RADIO MAINTENANCE	258	62	194
55353	RADIO EQUIPMENT RESERVES	721	175	546
56740	EDP EQUIPMENT & SOFTWARE	17,689	4,292	13,377
59433	HEALTHY WORKPLACE BUDGET	6,084	1,478	4,606
59881	SALARY BUDGET SAVINGS	(827,276)		Salary Related
59895	SALARY & WAGE CONTINGENCY	11,512		Salary Related
59886	UNDEREXPENDITURE CONTRA	(233,593)	56,737	176,856
59999	CONTINGENCY RESERVE	(47,760)	11,600	36,160
		22,076,444		

244.35	Total FTEs & TLTs for 2006
59.35	Total Probation Services FTEs for 2006
185.00	Total Non-Probation FTEs & TLTs for 2006
24.29%	Percentage of FTEs & TLTs that are Probation Services related for 2006

2,189,722	Total Non-Probation Overhead for 2006
185.00	Total Non-Probation FTEs & TLTs for 2006
11,836.34	District Court Overhead per FTE/TLT
493.18	District Court Overhead per FTE/TLT per pay period
0.1084	District Court Overhead per Judge per minute
0.0948	District Court Overhead per Clerk per minute

110,606	Current Expense Personnel Services
1,196	Current Expense Fixed Assets Mgmt
111,802	Total Current Expense Overhead
244.35	Total FTEs & TLTs for 2006
457.55	Current Expense Overhead per FTE/TLT
19.06	Current Expense Overhead per FTE/TLT per pay period
0.0042	Current Expense Overhead per Judge per minute
0.0037	Current Expense Overhead per Clerk per minute

0.1126	Total Court Overhead per Judge per minute
0.0985	Total Court Overhead per Clerk per minute

## EXHIBIT A

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### Calculation of DAJD Court Security Security Rates

	Straight Time	Overtime/ with Benefits	Overtime w/out Benefits
Hrly	\$ 28.80		
Hrly w/ 3% Gun Premium	\$ 29.67	\$ 44.50	\$ 44.50
OASI/FICA (51320)	\$ 2.20	\$ 2.20	
Industrial Insurance (51340)	\$ 2.04	\$ 2.04	
Retirement (51330)	\$ 1.65	\$ 1.65	
Medical/Dental Benefits (51315)	\$ 6.15	\$ 6.15	
<b>Total Hrly w/out Overhead</b>	<b>\$ 41.70</b>	<b>\$ 56.53</b>	<b>\$ 44.50</b>
Total Hrly w/o Overhead per Minute		\$ 0.94	
<b>Dept Overhead Hrly Chg</b>	<b>\$ 5.67</b>	<b>\$ 5.67</b>	<b>\$ 5.67</b>
<b>County Overhead Hrly Chg</b>	<b>\$ 0.21</b>	<b>\$ 0.21</b>	<b>\$ 0.21</b>
<b>Total DAJD Overhead hrly Chg</b>		<b>\$ 5.88</b>	
<b>Total DAJD Overhead per minute</b>		<b>\$ 0.10</b>	
Total Hrly w/ Overhead	\$ 47.58	\$ 62.41	\$ 50.38
8 minute charge	\$ 6.34	\$ 8.32	\$ 6.72

Admin Overhead Costs				
	Dollars	FTE's	Per FTE	Per Hour
DAJD Admin	\$ 11,428,683	965	\$ 11,843	5.672028
County Admin	\$ 416,683	965	\$ 432	0.206799