

# Interlocal Agreement with King County for Court Services

## Background and Summary of Terms

### **King County District Court Background**

*King County District Court:* is the largest court of limited jurisdiction in the state of Washington. Of the cases filed annually with King County District Court, approximately 40% of the filings are city filings (from cities who contract with District Court for court services) and the remaining 60% of the filings are King County's exclusive responsibility. In 2019, the last year of complete annual data, approximately 208,000 cases were filed in King County District Court.

*Contract Cities:* the twelve cities that currently contract for court services are: Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, Skykomish.

*Court Facilities:* District Court currently has 10 court facilities located throughout King County, in: Auburn, Bellevue, Burien, Issaquah, King County Courthouse (Seattle) and Maleng Regional Justice Center (Kent), King County Jail (Seattle-jail calendars only), Redmond, Shoreline, and Vashon Island.

### **Significant Terms of the Agreement, with Updates to the Current Agreement Noted**

***Term:*** Initial term of five years, with two four-year automatic extensions unless the agreement is terminated; the initial term is effective January 1, 2022 – December 31, 2026, the first extension is effective January 1, 2027 – December 31, 2030, and the second extension is effective January 1, 2031 – December 31, 2034. The term of the extensions aligns with judicial election years as required by Washington State law; this is a change from the current agreement due to a change in state law.

***Termination:*** Termination is allowed by any party provided notice is provided; notice is increased from 18 months in the current agreement to 23 months prior to an effective date of a contract extension, to allow cities to adjust budgets and/or plan for alternative court services.

***Court Services and Decision-making:*** Court services include all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations. Supreme Court General Rule (GR) 29 requires that ultimate decision-making authority regarding management and administration of the District Court remains with the Presiding Judge, however the agreement includes consultation with contract cities on many items. Court services include case processing and management, customer service, probation services, court calendars and judicial services.

***Judicial Pool:*** Each city creates a pool of judges from the judges elected to the judicial district where the facility is located (Redmond is within the Northeast Judicial District); judges from within this pool may hear city cases. The Presiding Judge determines judicial assignments annually and per updated language, must provide notice to a city of a change impacting judicial assignments so the parties may discuss potential impacts prior to the change being finalized.

***Court Calendars:*** Regular calendars are scheduled for the City and the City must consent to changes in the calendars. Language has been added to include a process to change the number of calendars, after meeting and discussion with the City and with the concurrence of the executive committee of District Court that additional calendar(s) is necessary to manage caseload. The City of Redmond and District Court have worked cooperatively to ensure there are enough calendars to handle city case filings.

**Oversight Committees:** The agreement includes two oversight committees as a forum for cooperation between the cities and District Court.

**District Court Management Review Committee (DCMRC):** Addresses system-wide issues related to court services. Membership includes District Court representatives including the Chief Presiding Judge and Chief Administrative Officer, a King County Executive representative, and one representative for each contracting city. DCMRC meets quarterly and as part of its responsibilities, ensures reconciliation is conducted annually.

**Court Facility Management Review Committee (CFMRC):** established for each facility to address facility level or individual city issues, taking into consideration guidance from the DCMRC. Membership includes the judges at that facility, the Division presiding judge, the Division director, the court manager, City prosecutor, City public defender, City police and other representatives the City or District Court wishes to include. CFMRC meets monthly unless the group agrees to cancel.

**Facilities:** The agreement provides for the use of existing King County and City-owned facilities, temporary or permanent closure/relocations, annual facility charges, and capital improvement projects. Updates provide clarity on temporary or permanent closure/relocations. Facility charges cover rent and operations and maintenance. Costs for capital improvements at a facility must be agreed to by the city using the facility and absent a cost sharing agreement, the city is not responsible for these costs.

**Revenue, Filing Fees and Reconciliation:** King County receives the revenue from city case filings and cities are responsible for any differences between these revenues and costs. Reconciliation of city costs and revenue is conducted annually pursuant to the process and timeline in the agreement. A filing fee is set for every criminal citation and infraction filed with District Court; annual increases are tied to the Consumer Price Index-U (CPI-U) reported in June. The criminal citation fee is \$349 and infraction fee is \$27.

**Full-Cost Recovery Model:** The agreement provides for a full-cost recovery model. The agreement identifies all costs that cities pay; only costs included in the agreement can be charged to cities. The cost model is an exhibit to the agreement. Cities pay for their use of services, staff and facilities.

City costs are based on individual city filings and use of facilities. King County District Court uses a “weighted caseload” approach; each type of case filing is assigned a set number of minutes, based on a time study of the average clerk and judicial time used to process each case type. A weighted caseload approach provides a more accurate reflection of the use of court resources, as, for example, It takes less time to process a traffic infraction than a driving under the influence (DUI) case.

City costs for facilities have been updated so that cities only pay for space they use. Several facilities (Issaquah and Shoreline) have unused courtrooms/space and the cities that use those facilities were charged for all the space at the facility. This change to the cost model does not impact Redmond, as all the courtrooms and space at the Northeast District Court facility are used. The City’s facility costs are based on its percentage of clerks and judges at the NEDC facility.

Security costs have been updated, with a cap on the costs for security provided by the King County Sheriff’s Office. Security cost increases shall not exceed 100% of the Seattle-Tacoma-Bellevue CPI-W, annual, plus an additional 1%, with a maximum capped increase of a 5% in any given year for the total security costs per facility starting in 2022.

**District Court Technology and System Improvement Projects:** The County maintains a reserve fund for cities' contributions for technology and other system improvement projects so that these costs can be spread out over time. In the past, this funding was used for the Court's Electronic Court Records project. The Court is currently implementing a new Case Management System, which should result in efficiencies and cost saving for the County and the cities. In 2019, Redmond costs for technology improvements were \$8,389.

**Dispute Resolution:** The agreement includes dispute resolution provisions if an issue is unable to be resolved by the parties, including referring a matter to the DCMRC committee, non-binding mediation, or invoking the termination provision of the agreement. Language has been updated to clarify processes for individual city or facility level disputes vs. system-wide disputes. Each City waives and releases any right to invoke binding arbitration related to this agreement.