

**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 31st day of Jan., 2013. 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 the Snohomish 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 February 1, 2013 and shall remain in effect for an initial term of one year and 11 months. 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 and Snohomish 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

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, including interpreter costs, 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 shall increase annually by CPI-W plus 1.5% and submitted to the City by October 1st of each year. The cost detailed in Exhibit A will go into effect on January 1st of the following year.

3.3 At the end of each quarter, the County will send the City an invoice for all costs to include interpreter services 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 City Held Harmless. 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,

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, 401 Fifth Avenue, Suite 800, Seattle, Washington 98104

To the City: City Administrator, City of Lake Forest Park, 17425 Ballinger Way NE, Lake Forest Park, WA 98155

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

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.

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

King County

City of Lake Forest Park



Dow Constantine, King County Executive

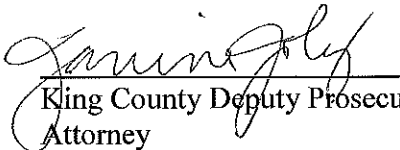
Mary Jane Goss, Mayor

Date: 1.31.13

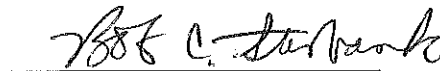
Date: JANUARY 25, 2013

Approved as to Form:

Approved as to Form:



King County Deputy Prosecuting Attorney



Bob Sterbank, 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

\$13.33 Cost of Judge Time in court per case
\$1.65 Judicial Overhead cost per case

\$14.98 Total Judicial Cost per Case

Cost of Clerk Time Per Case

\$4.22 Cost of Clerk time in court per case
\$7.91 Cost of Clerk time out of court per case
\$4.15 Clerical Overhead cost per case

\$16.28 Total Clerical Cost per case

Cost of DAJD Court Security Time Per Case

\$9.01 Court Security Cost per case
\$1.49 Court Security Overhead cost per case

\$10.50 Total Court Security Cost per Case

\$41.76 Judge, Clerk and Court Security Cost Per Case

3.0% Set Inflation Rate*

\$43.01 TOTAL COST PER CASE

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

\$141,710	Annual salary for District Court Judge
\$23,597	Annual benefits for District Court Judge
\$16,627	Annual pro tem costs per District Court Judge
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\$181,934	Total annual cost of District Court Judge

24	Pay periods per year
75.8333	Hours per pay period
4549.998	Minutes per pay period
\$7,580.58	Total judicial costs per pay period
\$1.67	Total judicial costs per minute

Cost Per Clerk

\$46,812	Annual salary for Step 5 Court Clerk
\$18,992	Annual benefits for Step 5 Court Clerk
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\$65,804	Total annual cost of Step 5 Court clerk

24	Pay periods per year
86.67	Hours per pay period
5199.996	Minutes per pay period
\$2,741.84	Step 5 Clerk salary & benefits per pay period
\$0.53	Step 5 Clerk salary & Benefits per minute

Calculation of DAJD COURT SECURITY RATES

	Straight Time	Overtime/ with Benefits	Overtime w/out Benefits
Hrly	\$ 33.75		
Hrly w/ 3% Gun Premium	\$ 34.76	\$ 52.14	\$ 52.14
OASI/FICA (51320)	2.65	\$ 2.65	
Industrial Insurance (51340)	2.03	\$ 2.03	
Retirement (51330)	3.16	\$ 3.16	
Medical/Dental Benefits (51315)	7.56	\$ 7.56	
Total Hrly w/out Overhead	\$ 50.16	\$ 67.54	\$ 52.14
Total Hrly w/o Overhead per Minute		\$ 1.13	
Dept Overhead Hrly Chg	\$ 10.66	\$ 10.66	\$ 10.66
County Overhead Hrly Chg	\$ 0.55	\$ 0.55	\$ 0.55
Total DAJD Overhead hrly Chg		\$ 11.21	
Total DAJD Overhead per minute		\$ 0.19	
Total Hrly w/ Overhead	\$ 61.37	\$ 78.75	\$ 63.35
8 minute charge	\$ 8.18	\$ 10.50	\$ 8.45

Admin/Overhead Costs

	Dollars
DAJD Admin	\$ 21,412,652
County Admin	\$ 1,109,370

FTE's	Per FTE	Per Hour
951.5	\$ 22,504	10.6553508
951.5	\$ 1,166	0.552044021