

CITY COUNCIL STUDY SESSION

King County District Court Interlocal Agreement Update

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DIRECTION NEEDED FROM COUNCIL**DIRECTION**

The City of Bellevue contracts with King County for the provision of court services pursuant to a 15-year agreement that began in 2006 and expires December 31, 2021. Staff representing the twelve cities who contract with King County and King County staff have negotiated a proposed new 13-year interlocal agreement, with an initial five-year term and two four-year extensions, expiring on December 31, 2024. Bellevue and King County staff have also negotiated an amendment to the existing facility use agreement Bellevue has with King County for use of the Bellefield Building. Staff is seeking Council review and direction on the Interlocal Agreement and use agreement amendment to ensure continuity of District Court services.

RECOMMENDATION

Direct staff to return with Resolutions authorizing execution of the Interlocal Agreement (ILA) with King County for District Court Services and authorizing execution of the First Amendment to Office Space Use Agreement with King County for use of the Bellefield Building.

BACKGROUND & ANALYSIS**Background**

Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. Cities must carry out their criminal justice responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services.

Since 2006, multiple cities, including Bellevue, have contracted with King County to provide the local court services that cities are required, by law, to provide. Services are provided through the King County District Court.

The King County District Court (KCDC) is the largest court of limited jurisdiction in the state of Washington and is responsible for processing approximately 250,000 matters per year. KCDC currently

holds court and provides public access at 10 facilities located throughout King County, including Auburn, Bellevue, Burien, Issaquah, King County Courthouse in Seattle, King County Jail in Seattle, Redmond, Maleng Regional Justice Center in Kent, Shoreline, and Vashon Island. The facilities are linked together as one court through governance and technology. A court user can pay a ticket, clear a warrant, access court files, find out about their case, file legal papers, or research a case at any location.

For services in Bellevue, KCDC uses a portion of the Bellefield Building under an Office Space Use Agreement between the City and King County. The City leases the Bellefield Building from the building owner.

The ILA cost structure between King County and the cities was collaboratively developed. Costs are assigned to cities based on use of the services. The ILA specifically identifies which costs the cities will pay and at what level based on the percentage of workload.

Negotiation of New Agreements

The third five-year term of the current ILA for district court services ends on December 31, 2021. Staff for 12 cities negotiated a new proposed ILA for district court services with King County (Attachment A). Those cities determined that they would each bring the proposed ILA before their respective city councils for discussion and possible approval approximately 12 months before the proposed new ILA would take effect. However, this work was delayed due to the pandemic. The 11 other cities proposing to contract with King County have now received approval from their city councils. If the Bellevue City Council approves the ILA, it will then proceed to the King County Council for review and approval.

The existing Office Space Use Agreement that allows the KCDC to use a portion of the Bellefield Building also expires December 31, 2021. In addition to the ILA, Bellevue city staff negotiated with King County a proposed First Amendment to Office Space Use Agreement (Attachment B), the term of which would run concurrently with the term of the new ILA.

Contract Terms

ILA for District Court Services

No significant substantive changes are proposed to the existing ILA. The proposed changes are primarily to improve clarity or ensure the agreement conforms with current laws, including the Washington Supreme Court General Rules, which outline the authority and rules of district courts. Changes were also made to reflect practices and flexibility needed to address emergency situations. The cost model has been updated to better reflect the intent that the parties pay only for the services, staff, and facility space used in conducting their business.

Significant terms of the agreement are summarized below with updates to the current ILA noted.

Term and Termination: The term extensions have been aligned with the judicial election years as required by Washington State law. The first term is for five years, with two four-year automatic extensions unless the agreement is terminated. Termination is allowed by any party with proper notice. The time to provide notice of termination has been increased from 18 months to 23 months prior to the effective date of a contract extension to give contract cities time to adjust budgets and/or plan for the alternative provision of municipal court services.

Services and Decision-Making: District Court services are defined as including all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations. While General Rule (GR) 29, requires that ultimate decision-making authority regarding the management and administration of the District Court remain with the Presiding Judge, this section of the agreement outlines what decisions are to be made in consultation with the contract cities and how those decisions would be made with or by the contract cities. Issues covered in this section include, among others, case management processing and management; customer service; probation services; regular court calendars; and judicial services. As noted above, there were several changes made to reflect practices and flexibility needed to address emergency situations, such as allowing for some flexibility to reschedule court calendars due to an emergency or identifying a process to change the number of court calendars.

Oversight Committees: The agreement continues the use of the two existing oversight committees: District Court Management Review Committee (DCMRC) and Court Facility Management Review Committees (CFMRC). No substantive change is proposed to these existing committees.

District Court Management Review Committee (DCMRC): The DCMRC addresses systemwide issues related to the District Court Services provided in the Interlocal Agreement. The DCMRC will continue to consist of the District Court Chief Presiding Judge, the District Court Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative or designee for each Participating City. DCMRC meets quarterly and conducts a cost and fee reconciliation at least annually as part of its responsibilities.

Court Facility Management Review Committees (CFMRC): Facility level issues related to the Agreement will continue to be addressed by the CFMRC established for each facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/Facility shall consist of the judges at that facility, the Division presiding judge, the Division director, the court manager, the City prosecutor/attorney, City public defender, and such other representatives as the City or the District Court wishes to include. CFMRC meets monthly unless the group agrees to cancel.

Revenue and Filing Fees: This section outlines how and when filing fees are established; the annual reconciliation process undertaken by DCMRC; how the City may use its local court revenue to pay for District Court Services; as well as other revenue and filing fee issues. The local court revenue section was updated to clarify how local court revenue is treated if a city terminates its agreement with King County.

One-time Costs for District Court Technology and System Improvement Projects: The new proposed ILA clarifies that reserve funds can be used for systemwide improvements in addition to technology projects which benefit both KCDC and the contract cities. The KCDC will involve the contract cities in planning such improvements, which can come at the request of the contract cities. Contract cities will continue to contribute each year to a reserve fund which exists under the current ILA to cover the related one-time costs. Bellevue's share of this contribution is and will continue to be based on Bellevue's total weighted filings amongst the other cities. Bellevue contributed approximately \$15,000 to this fund in 2020.

Dispute Resolution: If an issue is unable to be resolved by the parties, this section outlines the various dispute resolution processes that may be followed, including using the DCMRC committee, non-binding mediation, or invoking the termination provision of the Agreement. As in the current ILA, under this section each city waves and releases any right to invoke binding arbitration related to the agreement. Processes were consolidated to treat disputes from a change in the law the same as other system-wide disputes, and the timeline for negotiation before mediation is invoked was updated to allow for 90 days.

Security Costs: The new proposed ILA includes a cap on increases to costs for security provided by the King County Sheriff's Office. Annual security cost increases will not exceed the Seattle-Tacoma-Bellevue CPI-W, plus an additional 1 percent.

Facility Use Agreement

City staff have worked with King County to draft a proposed amendment to the existing use agreement to make it run concurrently with the new proposed ILA. The term and termination sections of the proposed amendment to the use agreement mirror the term and termination sections in the new ILA. The proposed amendment also incorporates references to the new ILA and reflects some additional minor operational changes that have occurred during the term of the existing agreement, such as increased parking needs.

POLICY & FISCAL IMPACTS

Policy Impact

RCW 39.34.180 requires Bellevue to provide the court services that King County has been providing and would continue to provide under the proposed new ILA. The City has had a good partnership with the KCDC, and staff recommends continuing to contract for municipal court services.

Fiscal Impact

There is no fiscal impact. If Council directs staff to return with legislation authorizing the execution of the Interlocal Agreement (ILA) with King County, there are sufficient budgeted funds available to fund this agreement in the 2021-2022 budget. Subsequent years of the agreement will be addressed through future budget processes.

OPTIONS

1. Direct staff to return with Resolutions authorizing execution of the Interlocal Agreement (ILA) with King County for District Court Services and authorizing execution of the First Amendment to Office Space Use Agreement with King County for use of the Bellefield Building.
2. Provide alternative direction to staff.

ATTACHMENTS & AVAILABLE DOCUMENTS

- A. Proposed Interlocal Agreement for Court Services
- B. Proposed First Amendment to Office Space Use Agreement

AVAILABLE IN COUNCIL LIBRARY

Office Space Use Agreement