

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Approval of Interlocal Agreement with King County for Court Services
DEPARTMENT: City Attorney's Office
PRESENTED BY: Ian Sievers, City Attorney

PROBLEMS/ISSUES STATEMENT:

Since incorporation, Shoreline has provided for adjudication of infractions and misdemeanors committed within Shoreline through an agreement with King County to provide judicial services using Shoreline District Court. The current contract has a five-year term and expires at the end of 2004. King County served notice under the agreement that it would not renew the contract for another term. During 2003 representatives of the 17 cities using the District Court for municipal court services negotiated an additional short-term contract that will allow the County to review its policy of providing court services, allow the parties to negotiate a long term contract in 2005, or provide an opportunity for Shoreline to evaluate and plan for an alternate means of providing municipal court services.

The proposed Interlocal Agreement terminates at the end of 2006. In response to King County's position that it was subsidizing municipal court costs, the compensation for the new interlocal increases the initial compensation to the County from 75% to 86% of Court revenue, and this estimate is reconciled each year with actual case costs. Refunds or additional payments will be made annually following this reconciliation to assure the County is recovering its actual city court costs. The agreement also discusses a District Court master planning process to formulate long-term policy for new negotiations with the cities served by District Court prior to the end of the two-year contract.

Financial Analysis- The reduction in court revenue, from 25% to 14%, will be included in the 2005 budget with these percentages adjusted based on actual Shoreline case costs during 2003. Court revenue for 2004 has been budgeted at \$96,000 (25%). Assuming a stable caseload, the reduction to 14% would mean a reduction in annual revenue to \$53,760 beginning in 2005.

Recommendation- Staff recommends that Council move to authorize the City Manager to execute the Interlocal Agreement for Provision of District Court Services.

Approved By:

City Manager 

City Attorney 

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INTRODUCTION

In early 2003, King County served a notice on suburban cities receiving municipal court services through King County District Court that King County would no longer provide this service after the end of the current five-year Interlocal Agreement ending December 31, 2004. The current contract requires at least 18 months' notice of termination. The County believed that division of court revenue between the County and each city resulted in operating losses for the County based on the actual city case cost to the court. Representatives from the suburban cities have negotiated an interim two-year contract with a mechanism for full cost recovery for the County. The proposed contract is the result of these negotiations.

DISCUSSION

Municipalities are obligated to pay for the costs of prosecution, adjudication and incarceration of persons committing infractions and misdemeanors within the city. The Shoreline City Attorney administers a contract for prosecuting attorney and staff who are housed at the Shoreline District Court. Historically, the City has used King County for jail services; however, a more cost effective approach was adopted in 2003 to use the Yakima County Jail, transporting prisoners from a holding facility at the Renton City Jail. The municipal court for Shoreline has been provided by King County through Shoreline District Court facilities and personnel under an Interlocal Agreement since Shoreline incorporated.

The five-year term of the current contract ends on December 31, 2004. Under provisions of the contract, King County decided not to offer a renewal term and served notice that it would no longer extend District Court resources to suburban cities for municipal courts. Shoreline and other cities served by the District Court Interlocal were faced with either resisting the nonrenewal notice on legal grounds or planning for an alternate municipal court organization.

A. Alternatives Considered

Municipal Court Alternatives. There are two other methods of providing municipal courts under state law. The city can petition for a Municipal Department of District Court under Chapter 3.48 RCW, or the city can unilaterally establish a stand-alone municipal court under Chapter 3.50 RCW. The most feasible alternative would be to establish a local municipal court, perhaps in conjunction with Kenmore or other cities if they were willing. Preliminary research indicates this would cost Shoreline approximately \$510,000 annually with revenues projected at \$325,000. Establishing a new local court would also take significant time and advance planning to hire and train staff, to acquire forms, materials, and judicial software systems, to write court procedures, to establish probationary services, etc. If this is our eventual alternative, staff will need to complete a more detailed budget, work plan and schedule.

Continuing the Interlocal for More Study. Representatives of suburban cities served by the District Court Interlocal successfully negotiated a short-term extension of the current court services agreement with a mechanism for assuring the County that its cost for processing city cases would be fully recovered. The two-year extension to December 31, 2006 will allow the County to more fully explore its long-term policy to provide District Court service to cities. It will also allow Shoreline and other cities to evaluate the cost-effectiveness of alternate municipal courts and establishment of such a court by 2007 if that is found to be a preferred alternative to providing District Court services.

B. Changes to the Interlocal

Certain provisions of the Interlocal have been modified. Both the existing agreement and the proposed agreement are attached (Attachments A and B, respectively).

Term and Termination (Section 1 and 2): As mentioned above, the five-year term and renewal terms contemplated in the existing agreement have been reduced to two years. The existing provision, allowing a city to shorten to a five-year renewal if the city intended to form an alternate municipal court, has been removed since it is the intent of the two-year extension to allow sufficient time for cities to explore this option. The termination with 18 months' notice has been removed since the entire term is only slightly longer than this notice period. The proposed contract is not terminable during the initial two-year term.

Services: The court services have not changed appreciably. The core services are issuance of warrants, pre-trial hearings, discovery, subpoenas for witnesses, coordinating calendars, bench and jury trials, pre-sentence investigations, sentencing, post-trial motions, and record production on appeal. Probation service continues; however, the County has included a right to terminate probation if it is unable to procure sufficient insurance coverage in reaction to recent cases expanding public liability for probationer misconduct.

Oversight: The existing Management Review Committee is continued. This group meets monthly to review ongoing operational issues and has included the District Court Judges, Shoreline District Court Manager, the District Court Administrator, Probation, Shoreline Prosecutor, Shoreline City Attorney, Shoreline Public Defender, and a representative of the Shoreline Police. Captain Carl Cole has attended for the Police Department.

In addition, there is a system-wide oversight committee that meets quarterly consisting of representatives of the District Court Executive Committee, District Court Administrator, a representative of the County Executive, and seven representatives of cities who are parties to the Interlocal Court Services Agreement.

Compensation: The current split of court revenue from city infraction and criminal cases is 25% to the cities, 75% to the County. This division is initially changed to 14% and 86% under the proposed agreement, but this is only an estimate. Transfer payments necessary to fully fund the County case costs are made after a reconciliation of the prior year's actual expenses in July of each year. Consistent with the approach that the County will not lose money on the interlocal, the participating cities must pay up

to \$10,000 initially to cover the reconciliation process; in subsequent years it is included as a County expense in calculating the actual city case cost.

Miscellaneous New Provisions. The County has reserved the right to close a particular District Court facility while meeting its service commitment at a relocation facility. Closure requires a 90-day notice to cities served at the facility, and the city has the option of terminating the Interlocal rather than prosecuting its cases at the relocated facility. Cities displaced have a first refusal option to buy or lease the closed facility.

The cities must pay up to \$56,745 annually for five years for the cost of an electronic court records program. Each city will pay a proportionate share of this payment based on its share of court revenues generated by its filings.

Finally, there is a recital that the County will commission a District Court Operations Master Plan and Facilities Master Plan to form the basis of a mutually-agreeable extension of the interlocal approach to municipal court services for the long term. Cities are invited to participate on committees and workgroups associated with these planning efforts. It is anticipated that the master plans will be completed 15 months prior to the expiration of the proposed agreement and will serve as the starting point for negotiations on a new agreement.

RECOMMENDATION

Staff recommends that Council move to authorize the City Manager to execute the Interlocal Agreement for Provision of District Court Services.

ATTACHMENTS

- A. Proposed Interlocal Agreement for Provision of District Court Services between King County and the City of Shoreline.
- B. Existing Interlocal Agreement for Court Services effective January 1, 1999.

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INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF _____

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY (“County”) AND THE CITY OF _____ (“City”) is entered on this ____ day of _____, 2003. Collectively, the County and the City are referred to as the “Parties.” “Cities” refers to all Cities that have signed an Agreement for District Court Services to begin in January 1, 2005.

Whereas, the City and County are currently parties to an Interlocal Agreement for Provision of District Court Services between King County and the City with an effective date of January 1, 2000 (“Existing Agreement”);

Whereas, the County has elected to terminate the Existing Agreement due to insufficient revenues to support the provision of services under that agreement;

Whereas, the Parties wish to enter a new short term agreement which provides sufficient revenue to the County to allow for the continued provision of District Court services and provides the City with a service level commensurate with that revenue and

Whereas, the Parties wish to establish a process under which District Court services, facilities, and costs can be mutually reviewed and a long term contract considered based upon the outcomes of that process;

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 The term of this Agreement shall begin January 1, 2005 and shall expire December 31, 2006 (“Initial Term”); provided, however, the term may be extended under appropriate terms and conditions in accordance with Section 5.0.

1.2 Notwithstanding any provisions of the Existing Agreement to the contrary (including Section 1.2.1 or any invocation thereof by the City), the Existing Agreement shall terminate as of January 1, 2005.

1.3 Absent mutual contrary agreement, this Agreement shall not be terminated nor terminable prior to the expiration of the Initial Term and any extensions authorized by Section 5, except as provided in Section 3.

2.0 Services; Oversight Committees

2.1 District Court Services Defined. The County and District Court 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 regulations as now existing or as hereafter amended, including but not limited to the services identified in Sections 2.1 through 2.1.7. Nothing in this Agreement shall permit the City to regulate the administration of the court or the selection of particular judges to hear its cases by city ordinance. This Agreement is further subject to re-opener as described in Section 6.0.

- 2.1.1 Case Processing and Management. The County and District Court shall remain responsible for the filing, processing, adjudication, and penalty enforcement of all City cases filed, or to be filed, by the City in District Court, whether criminal or civil. Such services shall include but not be limited to issuance of search and arrest warrants, the conduct of motions and other evidentiary hearings, pre-trial hearings, discovery matters, notifications and subpoenaing of witnesses and parties prior to a scheduled hearing; the provision to the City prosecutor of complete court calendars, defendants criminal histories (“DCH”), abstracts of driving records (“ADR”), and other documentation necessary to efficient caseload management prior to a scheduled City court calendar; the conduct of bench and jury trials, pre-sentence 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. Upon mutual agreement of the City and the District Court, the District Court may provide some or all of the documents and information required under this section to the City by alternative means, such as electronic files.
- 2.1.2 Customer Service Standards. District Court staff shall be regularly available and assigned to answer incoming telephone calls. At each facility, District Court staff shall be available to respond to customer inquiries at the counter. In order to minimize such workload on District Court staff, the City prosecutor and paralegal staff shall continue to have access to the District Court court files in order to most efficiently obtain copies and other necessary information.
- 2.1.3 Probation Services. The County shall provide probation services unless a City notifies the County in writing that it does not wish the County to provide probation services at least six months prior to January 1 of the year in which probation services shall be discontinued. Notwithstanding this provision, the County may terminate probation services upon not less than six months advance written notice to the City if (a) the County is unable to procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court.

- 2.1.4 The City may purchase additional court services (such as drug court, mental health court, or relicensing) from the County under mutually agreeable terms.
- 2.1.5. Court Calendars. In recognition that the City budget for court services assumes a finite number of regularly recurring court calendars which require the attendance of the City prosecutor, public defender, and police officers, the City's regular court calendars shall remain on _____. Any additional regularly scheduled City court calendar which requires the attendance of the City prosecutor or public defender shall require the prior consent of the City.
- 2.1.6 City Judicial Services. The judge or judges primarily responsible for hearing the City's regularly scheduled calendars shall be all judges last elected to the judicial district in which the city was located at the time of the last election. If there are no judges who qualify or are available under this definition, then the judge or judges primarily responsible for the hearing of the City's regularly scheduled calendars shall be all judges serving in positions to be elected in the judicial district wherein the city is located. If there are no judges who qualify or are available that meet the preceding two criteria, then any judge of the District Court shall be responsible for hearing the City's regularly scheduled calendars.
- Nothing in this contract shall prohibit the Presiding Judge of the District Court or a Division Presiding Judge from assigning a particular judge, who is eligible under the provisions set forth above, to hear any or all of the City's regularly scheduled calendars.
- All other calendars, hearings, or judicial functions performed by the Court on city matters can be heard or performed by any judge of the District Court because the City acknowledges that significant efficiencies can thereby be achieved.
- 2.1.7 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.

2.2 Level of Service. District Court Services and associated matters shall be regularly monitored through both the District Court Management Review Committee ("DCMRC") and multiple Court Facility Management Review Committees ("CFMRC").

2.3 District Court Management Review Committee (DCMRC). System-wide issues related to the services provided pursuant to this Agreement will be monitored and addressed through a District Court Management Review Committee. The Committee shall consist of the District Court's Executive Committee, Administrator of District Court, a representative of the King County Executive and a total of seven city representatives selected by the Cities; provided that any city that has signed this agreement shall be entitled to have one representative attend meetings of the DCMRC. The Cities shall

identify in writing by January 1, 2004 to the Court and the County the names, phone numbers, e-mail and postal addresses of the city representatives. Any changes in the membership of the Committee shall be provided to the other members of the Committee in writing at least 7 days before the change becomes effective. The Committee will meet at least quarterly unless otherwise agreed and shall make decisions and take actions upon the mutual agreement of the members.

2.4 Court Facility Management Review Committees. Division/facility level issues related to this Agreement shall be addressed by the Court Facility Management Review Committee established for each Division/facility, taking into consideration guidance from the DCMRC. The Committees for each Division/facility shall consist of the judges at that facility, the Division presiding judge, the Division director, the court manager, the applicable City prosecutor/attorney, the applicable City public defender, and such other representatives as the City or the District Court wishes to include. Each City shall identify in writing to the District Court prior to January 1, 2004 the name, phone number, e-mail and postal address of the representatives that it selects to participate in the division/facility committee. Any changes in the membership selected by any City should be provided to the District Court in writing at least 7 days before the next scheduled meeting. Facility/Division Oversight Committees shall meet monthly unless the Court and the applicable City agree to cancel a particular meeting. The Court shall schedule the first monthly meeting and then the members shall agree on future dates at the first meeting. The Court Facility Management Review Committee shall make decisions and take actions upon the mutual agreement of the representatives.

2.5 Obligations of the DCMRC. Notwithstanding its other functions and duties, the DCMRC shall ensure that:

- 2.5.1. District Court Services are provided pursuant to this agreement and such District Court Services are not reduced in any material manner as a result of King County budget decisions. In particular, staffing and service levels shall remain constant for city cases. Any subsequent decision by the County to materially reduce District Court Services shall require the prior written consent of the City.
- 2.5.2. A cost and fee reconciliation is completed at least annually and that the fees retained by the County and remitted to the City are adjusted to ensure that the County fully recovers its City Case Costs and that the City retains the remaining Fees, as defined and described in Section 4, below.
- 2.5.3 Subject to GR 29, which requires that the ultimate decision making power regarding management of the court rests with the Presiding Judge and/or the Division Presiding Judge, the District Court Management Review Committee shall provide recommendations and/or guidelines regarding any service issues that arise during the course of this Agreement including, but not limited to, court calendar scheduling, public access (such as phone and counter services), officer overtime, officer availability (such as vacation and training schedules),

new technology, facility issues, jail issues, and warrant issues. The Presiding Judge and the Division Presiding Judges shall give great weight to the recommendations made by the District Court Management Review Committee. Such recommendations and guidelines shall be devised for the convenience of the parties and are intended to assist with the implementation of this contract. Notwithstanding this subsection, however, neither the Presiding Judge nor the Division Presiding Judge shall have the authority to modify the District Court Services specified in Section 2.1 through 2.1.7 of this Agreement without the prior consent of the City.

3.0 Facilities

3.1 The County may elect to close a District Court facility in its sole discretion. The City shall be included in any decision to close any district court facility, consistent with currently adopted King County policy or such amended policy as is adopted by the County regarding the closure of district court facilities. The Cities shall be entitled to notice of any change to such King County policy during the term of this Agreement.

3.2 If the County decides to close a facility directly serving the City or to relocate any District Court Services currently provided to the City and such closure will occur prior to December 31, 2006, the County shall provide 12 months written notice to the affected City of such closure. This written notice shall designate the date of closure ("Closure Date") and also designate the facility at which the County intends to provide services to that City following the closure ("Relocated Facility"). Within 90 days of receipt of such notice, the City may elect by serving a written notice on the County: 1) to have the services hereunder provided at the Relocated Facility until the expiration of this Agreement; 2) to terminate this Agreement on a date selected by the City that is prior to December 31, 2006; or 3) provided that no prior right of first refusal burdens the facility to be closed, the City shall have the first right to purchase or lease the facility to be closed. Any city with a prior right of first refusal set out in an existing contract and any city with a larger caseload at the facility shall have prior right of first refusal before the City. The City will next have the right of first refusal and if the City declines to exercise such first right, then any other city utilizing the facility shall be next entitled to purchase or lease the facility scheduled for closure. Except from the City or any other city with a caseload at the facility, the County shall not execute any purchase and sale agreement or any lease for the facility during this twelve-month period. In the event the City fails to timely make a written election under this Section, this Agreement shall remain in full force and effect and the County shall provide the services to the City at the Relocated Facility until the expiration of this Agreement.

3.3 If the City elects to terminate this Agreement in accordance with Section 3.2, the Parties shall work together to facilitate that City's transition to another means of providing court services. In the event of such a termination, the City shall remain responsible for the City's proportionate share of any compensation due the County for City Case Costs incurred by the County and for any payments due pursuant to section

4.5. In addition, following such termination, the County shall be entitled to collect and retain Local Court Revenues as provided in section 4.7.

3.4 If the City elects to purchase or lease the facility pursuant to Section 3.2, the Parties shall agree upon appropriate terms of such conveyance and obtain any required approvals from the Parties' legislative bodies.

4.0 Revenue; Filing fees Established; City Payments in Lieu of Filing Fees; Local Court Revenues Defined.

4.1 Filing Fees Established. A filing fee is set for every criminal citation or infraction filed with the District Court. The filing fee is \$ 250 for a criminal citation and \$21.50 for an infraction, the basis for which is shown in the attached Exhibit A. Filing fees will be established each year by the District Court Management Review Committee pursuant to statutory criteria and this Section.

4.1.1 Pursuant to RCW 3.62.070 and RCW 39.34.180, the County will retain its portion of Local Court Revenues (as defined below) and additional payments pursuant to 4.5, if any, as full and complete payment by the City for services received under this agreement.

4.1.2 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.

4.2 Compensation for Court Costs. The Parties agree that the County is entitled to sufficient revenue to compensate the County for all City Case Costs incurred during the term of this Agreement. For purposes of this Agreement, "City Case Costs" means the sum of the costs as determined by the County pursuant to Exhibit B.

4.3 To ensure that the revenue provided to the County is equal to the City Case Costs incurred in each year of the term of this Agreement, the County shall perform reconciliations of the actual City Case Costs in comparison to the Local Court Revenue retained by the County during that year in accordance with Exhibit B. Reconciliations shall be performed as set forth below:

4.3.1 The County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenues retained in 2003 ("2003 Reconciliation"). This reconciliation shall be completed no later than July 31, 2004. The Cities shall make a one-time payment of up to \$10,000 to the County for the costs of performing the 2003 Reconciliation. The City shall pay to the County within 60 days of receipt of an invoice its proportionate share (based on its proportionate share of 2003 Local Court Revenues) of this \$10,000. Thereafter, for the Reconciliations completed

in 2005, 2006, and 2007 (for 2004, 2005, and 2006 respectively), the County costs of performing the reconciliations shall be a reimbursable City Case Cost and included as a City Case Cost under Exhibit B.

- 4.3.2 The County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenues retained in 2004 ("2004 Reconciliation"). This reconciliation shall be completed no later than July 31, 2005.
- 4.3.3 The County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenues retained in 2005 ("2005 Reconciliation"). This reconciliation shall be completed no later than July 31, 2006.
- 4.3.4 The County shall perform a reconciliation of its actual reported City Case Costs and Local Court Revenues retained in 2006 ("2006 Reconciliation"). This reconciliation shall be completed no later than July 31, 2007.
- 4.3.5 Upon completion of each reconciliation and no later than August 1st, the County shall send the Cities a written statement as to the findings of the reconciliation.

4.4 Subject to the adjustments set forth below, the County will initially retain 86% of Local Court Revenues (defined below) as payment for City court costs. The City shall receive 14% of Local Court Revenues. In order to more closely match Local Court Revenues retained by the County with City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to section 4.5), the District Court Management Review Committee shall adjust the percentage retained by the County after July 31, 2005, for the following twelve months, based on the 2004 reconciliation. The District Court Management Review Committee shall also adjust the percentage retained by the County after July 31, 2006, for the remaining term of the agreement, based on the 2005 Reconciliation.

4.5 In the event the 2005 or 2006 Reconciliation determines that the Local Court Revenue retained by the County in either year was less than the City Case Costs for that year, the City shall pay the difference to the County within 60 days of receipt of written invoices from the County describing the City's proportionate share of the difference. This proportionate share shall be equal to the difference between the Local Court Revenue retained and the City Case Costs multiplied by a percentage equal to the City's total percentage share of all Local Court Revenues from all Cities. In the event the 2005 or 2006 Reconciliation determines that the Local Court Revenue retained by the County in either year was more than the City Case Costs for that year, the County shall pay the difference to the City based on its proportionate share of Local Court Revenues within 60 days of the County's completion of the reconciliation or, at each City's option, credit such City with such amount for the following year or extended term of this Agreement, if any.

4.6 The County retention of Local Court Revenues and the process for reconciliation and additional payments/reimbursements is in lieu of direct City payment for filing fees and it is agreed by the City and County to be payment 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. 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.

4.7 Assuming the County has been compensated as required by this Section, 25% of Local Court Revenues received after the expiration or termination of this Agreement but for cases filed during the term of this Agreement shall be remitted to the City unless an extension or an amendment of this Agreement is entered into. The County shall be entitled to retain the remaining 75% of such Local Court Revenues.

4.8 The City supports the District Court's efforts to consider technological advances in the provision of District Court Services. For purposes of this Agreement, and absent future agreement regarding additional technology costs, the City shall pay in addition to other payments required by this Agreement a proportionate share (based upon the City's proportionate share of Local Court Revenues for all Cities) of the total one-time cost, not to exceed \$283,724 for all Cities executing this Agreement, to implement an electronic court records ("ECR") program throughout the District Court. The Cities' share of the payment to implement ECR shall be no more than \$56,745 for each year of this contract or any successor contract, up to a maximum of five years. The Cities' share of the one-time cost to implement ECR will be included as a reimbursable City Case Cost under Exhibit B. The Cities share of on-going costs for ECR is estimated at \$37,000 per year and will be included as a reimbursable City Case Cost under Exhibit B.

4.9 Local Court Revenues Defined. Local Court Revenues include all fines, filing fees, 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, 2005. 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 of reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Probation revenues.
4. Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases.
5. Revenues from city cases filed prior to January 1, 2000.

4.10.1 All 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.

4.11 Monthly Reporting and Payment to City. The County will provide to the City monthly remittance reports and payment to the City from the County for the City’s share of Local Court Revenues no later than three business days after the end of the normal business month. 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 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.

4.12 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 in 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.

5.0 Extension of Term

5.1 The County is undertaking a comprehensive review of its District Court operations and facilities and plans to hire a consultant to assist with this effort. It is anticipated that this review will culminate in a District Court Operations Master Plan (“OMP”) and a District Court Facilities Master Plan (“FMP”). These Plans, as adopted by the King County Council, will form the basis to consider a mutually agreeable extension or new terms of this Agreement for the longer-term provision of District Court services to Cities unless County policy in the adopted OMP and FMP provides that District Court services will not be provided by the County to Cities.

5.2 The Cities shall be entitled to participate in the County’s development of the OMP and FMP by serving on one or more committees or work groups charged with developing policy or making recommendations on the OMP and FMP, and providing input and review to the County as ex-officio, non-voting members. The city representatives shall be provided advance notice of, and shall retain the ability but not obligation to participate in all committees or work groups associated with the OMP and FMP, regardless of whether or not such committees or work groups have planning and drafting functions or responsibilities. Any city may attend, but not participate in any such committee meetings.

5.3 After County adoption of the OMP and FMP and at least fifteen full calendar months prior to the expiration of the Initial Term or any extension thereof, representatives from the Cities, the King County Executive, and the Presiding Judge of the King County District Court shall meet and confer in good faith regarding the negotiation of an

extension or amendment to this Agreement for the continued provision of District Court Services to Cities in King County. The terms of this Agreement and the adopted OMP and FMP shall be included in such negotiations, but shall not necessarily constitute the exclusive terms for inclusion in any Agreement.

5.4 If the Metropolitan King County Council has not adopted an OMP and FMP by March 30, 2005, then representatives from the County and the Cities shall meet and confer in good faith regarding the negotiation of a mutually agreeable extension or amendment to this Agreement for the continued provision of District Court Services to the Cities. The parties shall consider in such negotiations the terms of this Agreement, then-current County policy regarding the provision of District Court Services to the Cities, and the then-current draft or other preliminary documentation of the OMP and FMP.

5.5 An extension and amendment of this Agreement must be agreed to no later than June 30, 2005, or by such later date if mutually agreed in writing, or this Agreement shall terminate as of December 31, 2006 without any extension. This provision constitutes written notice of such termination for purposes of RCW 39.34.180, RCW 3.50.180 and RCW 35.20.010 to the extent such provisions are applicable to this Agreement.

6.0 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, or resulting in reductions or deletions in District Court Services provided. 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 the City 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.

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

7.1 Facility Dispute. Disputes arising out of facility operation and management practices which are not resolved by the Court Facility Management Review Committee

will be referred to the District Court Management Review Committee. If the District Court Management Review Committee is 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 Cities 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 Cities and the County may agree to select a mediator through the mediation service mutually acceptable to both parties.

7.2 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 the District Court Management Review Committee. Failure of this group to reach agreement within 60 days shall result in referral of the issue to non-binding mediation, conducted in the manner described in Section 7.1.

8.0 Temporary 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 and occurring on or before June 30, 2005, or such later date as may be mutually agreed upon by the parties.

9.0 Indemnification.

9.1 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's fees.

9.2 Indemnification. Each party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives,

with respect to each of the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the parties or combination of the parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible party or combination of the parties to the extent of that party's/those parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

9.3 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.

10.0 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, 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.

11.0 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)

12.0 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 6.0.

13.0 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.

14.0 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.

15.0 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 other Parties, 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.

16.0 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.

17.0 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.

18.0 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.

19.0 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.

20.0 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 their Chief Executive or Administrative Officers 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 hereto have executed this Agreement on the dates indicated.

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

EXHIBIT A

Filings fees based on the 1999 calculation below increased at a rate of an additional \$5 per year for criminal citations and \$.50 per year for infractions as set out in section 3.1 of the 1999 Interlocal Agreement for the Provision of District Court Services. This calculation and yearly increase was utilized to arrive at the filing fees set in section 4.1 of the Agreement.

1999 CALCULATION OF FILING FEES 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

Judicial Workload by Type of Filing	Infraction	Citation	Civil	Total
	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 – PART ONE

DISTRICT COURT FINANCIAL for OPERATING EXPENDITURES:

The “City Case Cost” for each year, calculated by the County, is equal to the sum of the following¹:

- I. Salaries and Benefits less Probation Salaries and Benefits
- II. PLUS Non – Facilities Costs/Non –Current Expense Overhead Costs less Probation
- III. PLUS Current Expense Overhead
- IV. PLUS Facilities – Operating and Rent
- V. PLUS Security Costs per Facility
- VI. PLUS Facilities and Security Costs for Contract Cities in the Issaquah Division
- VII. PLUS the amount the County incurs to complete the annual reconciliations as referenced in Section 4.3.
- VIII. PLUS the One-time Technology Costs based on Useful Life (Electronic Court Records)

Note: The account codes referenced throughout this Exhibit may be modified by the County and the codes referenced herein are deemed to include any future successor or modified codes adopted by the County.

I. Salaries and Benefits less Probation

Using the District Court Program, Salaries and Benefits attributed to Contract Cities less Salaries and Benefits for City of Issaquah caseload activity.²

¹ See “Exhibit B- Part Two: Summary to Attachments A through H” for Example.

² See 2002 Program Budget Attachment “A” to this Exhibit.

II. Other Non-Salaries/Benefits/Non – Facilities Costs/Non –Current Expense Overhead Costs less Probation

<u>Costs</u>	<u>Multiplier</u>	<u>Portion of City Case Cost</u>
Annual Total Expenditures for all other costs less Salaries and Benefits ³ - less actual expenditures for probation - less account 55160 (facilities/construction) - less 55331 (long term leases) = Sums to the Non – Facilities Costs/Non – Current Expense Overhead Costs (Caseload Activity Only)	Multiplier for Non – Facilities Costs/Non –Current Expense Overhead Costs (Caseload Activity Only) <ul style="list-style-type: none"> • District Court Program Budget Contract Cities Salaries and Benefits less Salaries and Benefits for the City of Issaquah Caseload activity divided by the Total Salaries and Benefits for Total District Court less Probation.⁴ 	Costs x Multiplier = City Case Cost

III. Current Expense Overhead

<u>Costs</u>	<u>Multiplier</u>	<u>Portion of City Case Cost</u>
<ul style="list-style-type: none"> • The amount incurred by the Current Expense fund on behalf of District Court for personnel services and fixed asset management.⁵ 	Multiplier for Non – Facilities Costs/Non –Current Expense Overhead Costs (Caseload Activities Only) <ul style="list-style-type: none"> • District Court Program Budget Contract Cities Salaries and Benefits less Salaries and Benefits for the City of Issaquah Caseload activity divided by the Total Salaries and Benefits for Total District Court less Probation.⁶ 	Costs x Multiplier = City Case Cost

³ Total Expenditures means the Final Year End Actual District Court Expenditures as set forth in the County's Accounting, Reporting and Management System ("ARMS") (when "closed" by the King County Department of Executive Service – Finance) and includes at a minimum all accounts codes 52xxx, 53xxx, 54xxx, 55xxx, 56xxx, 57xxx, 58xxx, 59xxx. See Attachment "B – Part Two" to this Exhibit. Per Section 4.8 – this calculation will also include any ongoing ECR costs.

⁴ See 2002 Program Budget Attachment "A" to this Exhibit.

⁵ See Current Expense Overhead Attachment "C" to this Exhibit.

⁶ See 2002 Program Budget Attachment "A" to this Exhibit.

IV. Facilities – Operating and Rent⁷

For each facility in which city caseload is heard – the County will calculate the following for each facility and add the totals together (as of Contract signing those facilities include: Bellevue, Shoreline, Northeast (Redmond), SouthWest (Burien), and Aukeen) for each facility (except Issaquah – which is handled in a separate calculation):

<u>Costs</u>	<u>Multiplier</u>	<u>Portion of City Case Cost</u>
<p>Total Cost per Square Foot:</p> <ul style="list-style-type: none"> • The square footage cost as set forth in King County DCFM rate on King County account 55160 for the District Court Suburban facility • Plus the amount per square foot incurred by the County Current Expense fund on behalf of District Court for Building Occupancy for the District Court Suburban facility • Equals the Total Cost per Square Foot <p>Total Cost per Facility:</p> <ul style="list-style-type: none"> • Multiply the Total Cost per Square Foot by the Total Square Footage of the District Court Facility 	<p>Average of the percent values of the City Caseload Method and the Judicial Need by Facility Method:</p> <p>City Caseload Method:</p> <ul style="list-style-type: none"> • Per the Administrative Office of the Courts – determine the city casefilings (vs. the non-city casefilings at each facility) as a percentage of the total caseload at each facility. <p>Judicial Need by Facility Method:</p> <ul style="list-style-type: none"> • Per the District Court program budget – determine the city judicial need (vs. the non-city judicial need at each facility) as a percentage of the total judicial need. 	<p>Costs x Multiplier = City Case Cost</p>

⁷ See Attachment D to this Exhibit as an example

V. Security Costs per Facility⁸:

For each facility in which city caseload is heard – the County will calculate the following for each facility and add the totals together (as of Contract signing those facilities include: Bellevue, Shoreline, Northeast (Redmond), SouthWest (Burien), and Aukeen,) for each facility (except Issaquah – which is handled in a separate calculation):

<u>Costs</u>	<u>Multiplier</u>	<u>Portion of City Case Cost</u>
<p>The actual staff salary and benefits for screening at each facility.</p> <p>As of October 2003, these costs included the following staff:</p> <ul style="list-style-type: none"> • The current year salary and benefits for one sheriff screener for each facility • Plus the salary and benefits for one sheriff officer for each facility 	<p>Average of the percent values of the City Caseload Method and the Judicial Need by Facility Method:</p> <p>City Caseload Method:</p> <ul style="list-style-type: none"> • Per the Administrative Office of the Courts – determine the city casefilings (vs. the non-city casefilings) at each facility as a percentage of the total caseload at each facility. <p>Judicial Need by Facility Method:</p> <ul style="list-style-type: none"> • Per the District Court program budget – determine the city judicial need (vs. the non-city judicial need) at each facility as a percentage of the total judicial need. 	<p>Costs x Multiplier = City Case Cost</p>

⁸ See Attachment E to this Exhibit as an example

VI. Facilities and Security Costs for Contract Cities in the Issaquah Division⁹

- The County will calculate the following:

<u>Costs</u>	<u>Multiplier</u>	<u>Portion of City Case Cost</u>
<p>Total Cost for Issaquah:</p> <p>Facility Costs</p> <ul style="list-style-type: none"> • The major maintenance costs as set forth by King County DCFM • Plus County account 55331 (long term leases) • Equals the Total the Facility Costs for Issaquah <p>Security Costs</p> <ul style="list-style-type: none"> • The actual staff salary and benefits for screening at the Issaquah Facility equals the total security costs for Issaquah. <p>As of October 2003, these costs included the following staff:</p> <ul style="list-style-type: none"> • The current year salary and benefits for one sheriff screener for each facility • Plus the salary and benefits for one sheriff officer for each facility <p>Facility Costs + Security Costs = the Total Costs of Issaquah</p>	<p>Average of the percent values of the City Caseload Method and the Judicial Need by Facility Method</p> <p>City Caseload Method:</p> <ul style="list-style-type: none"> • Per the Administrative Office of the Courts – determine the city casefiling for the contract cities (vs. the non-city casefilings plus the City of Issaquah casefilings) at each facility as a percentage of the total caseload at each facility. <p>Judicial Need by Facility Method:</p> <ul style="list-style-type: none"> • Per the District Court program budget – determine the contract city judicial need for the contract cities (vs. the non-city judicial need plus the City of Issaquah) at each facility as a percentage of the total judicial need. <p>If the above-described process utilizing the average of the percent values of the two methods is not feasible for the Issaquah Division, the multiplier for the Issaquah Division will be arrived at solely based on the City Caseload Method as described above.</p>	<p>Costs x Multiplier = City Case Cost</p>

⁹ See Attachment F for example

VII. Annual Reconciliation Costs¹⁰

The amount the County incurs to complete the annual reconciliations as referenced in Section 4.3.

VIII. One-time Technology Costs based on Useful Life (Electronic Court Records)¹¹

<u>Costs</u>	<u>Multiplier</u>	<u>Portion of City Case Cost</u>
Total One-Time Technology Costs (Electronic Court Records) ¹² - less all costs reimbursed from other sources (e.g. grants, state funds) • divided by useful life (5 years) = Sums to the One-time Technology Costs based on Useful Life (Electronic Court Records))	Multiplier for Non – Facilities Costs/Non –Current Expense Overhead Costs (Caseload Activity Only) • District Court Program Budget Contract Cities Salaries and Benefits less Salaries and Benefits for the City of Issaquah Caseload activity divided by the Total Salaries and Benefits for Total District Court less Probation. ¹³	Costs x Multiplier = City Case Cost

¹⁰ See Attachment G for example

¹¹ See Attachment H for example

¹² Total One-time technology costs based on useful life (Electronic Court Records) includes actual one-time costs incurred by the County to implement Electronic Court Records. See Attachment "H" to this Exhibit. Per Section 4.8 – this calculation is for the one-time ECR costs.

¹³ See 2002 Program Budget Attachment "A" to this Exhibit.

EXHIBIT B - PART TWO

SUMMARY TO ATTACHMENTS A THROUGH H

City Case Costs Per Examples on Each Exhibit

Attachment Item	<u>City Case Costs</u>
A EXAMPLE of I. District Court Program Budget Salaries and Benefits less Probation	2,321,052
B EXAMPLE of II. Non-Facility costs/Non-Current Expense overhead costs less probation	481,716
C EXAMPLE of III. Current Expense Overhead	15,168
D EXAMPLE of IV. Facilities - Operating and Rent	467,273
E EXAMPLE of V. Security Costs per Facility	203,389
F EXAMPLE of VI. Facilities and Security Costs for Contract Cities in the Issaquah Division	70,858
G EXAMPLE of VII: Reconciliation Costs	3,200
H EXAMPLE of VIII. One-time Technology Costs based on Useful Life (Electronic Court Records)	56,220
TOTAL CITY CASE COSTS IN THIS EXAMPLE:	<u>3,618,876</u>

District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs Based on the 2002 District Court Program Budget (Attachment A), contract cities represent 18.74% of District Court Program Budget Costs The District Court Program Budget will be updated annually as will the percentage representing contract cities. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).

NOTE: In this example - Attachment A is based on 2002 Actual Costs and Attachments B through H are based on the 2003 Adopted Budget. When completed for reconciliation, the formulas will all be updated to reflect actual expenditures for the same year. Reconciliation will compare actual expenditures to actual revenues for any given year.

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ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT

King County District Court

2002 PROGRAM BUDGETS: SALARIES AND BENEFITS PORTION

EXAMPLE of I. Salaries and Benefits less Probation

	Judges*	Clerks*	LT	CM	OPJ	DD	Prob Mgmt	PO Is	Prob Support	Total	Salary/Benefit Expenditure	Subtotal less Issaquah	% to subtotal
County-State Criminal	8.48	33.15	1.65	3.86	3.48	2.56				53.18	\$ 4,025,885		32.50%
County-State Civil	4.46	27.99	1.39	3.26	2.64	0.68				40.43	\$ 2,891,283		23.34%
City Contracts	4.09	22.59	1.12	2.63	2.24	1.53				34.20	\$ 2,446,486	125,434	18.74%
DWLS Court	1.03	6.81	0.34	0.79	0.64	0.10				9.71	\$ 691,990		5.59%
Mental Health Court	0.42	0.67	0.03	0.08	0.62	0.03				1.85	\$ 167,592		1.35%
DV Court	1.67	1.76	0.09	0.21	0.27	0.07				4.06	\$ 426,087		3.44%
Jail/Felony/Expedited	2.07	7.14	0.36	0.83	0.73	0.03				11.16	\$ 896,982		7.24%
Inquests	0.09	0.13	0.01	0.02	0.02					0.26	\$ 25,485		0.21%
Superior Court Assistance	2.44		0.03	0.05	0.17					2.69	\$ 435,311		3.51%
Passports										6.38	\$ 381,725		3.08%
Subtotal without Probation			5.11	0.25	0.60	0.42				6.38	\$ 12,388,837		100.00%

District Court Program Budget, Salaries and Benefits attributed to Contract Cities, less Salaries and Benefits for the City of Issaquah caseload activity. \$ 2,321,052
 Multiplier (Percent of Salaries and Benefits for Contract Cities) 18.74%

County Probation	8.68	0.43	1.01	1.38	1.63	6.51	1.43			21.07	\$ 1,375,141		
City Probation	4.65	0.23	0.54	0.74	0.87	3.49	0.76			11.28	\$ 736,151		
Mental Health Court Probation	0.25	0.01	0.03	0.33	0.75	3.00	0.66			5.03	\$ 353,332		
DV Court Probation	0.75	0.04	0.09	0.37	0.75	3.00	0.66			5.65	\$ 390,662		
DOC Contract	0.10	0.01	0.01	0.83	2.00	8.00	1.75			12.70	\$ 900,524		
Subtotal Probation Costs										3,765,830			

Total District Court Costs	24.75	119.78	6.00	14.00	14.87	5.00	6.00	24.00	5.25	219.65	\$ 16,144,667		
										219.65			
											\$ 16,151,500		
difference											\$ (6,833)		

*1.25 Judges included in OPJ
 *4.62 Phone Clerks counted in OPJ

36 (c)

ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

EXAMPLE of IL Non-Facility Cost/Item/CX overhead costs less probable

Dep. District Court (05310) CX FUND	2003 Total District Court	Prohibition law, sec. 9318 and 9319	net less prohibition
52110 OFFICE SUPPLIES	104,250	31,750	72,500
52170 COPY MACHINE SUPPLIES	15,000	3,750	11,250
52212 EDP SUPPLIES	20,000	3,250	16,750
52215 PUBLICATIONS-UNDER \$50EA	5,000	-	5,000
52290 MISC OPERATING SUPPLIES	500	-	500
52300 TELECOM SUPPLIES	2,500	-	2,500
52310 TELECOM OPERATING SERVICES	830,034	83,334	746,700
53110A INTERPRETATION SERVICES	500,000	46,134	453,866
53211 TELCOM SERV-ONGOING CHRQ	192,336	3,750	188,586
53212 TELCOM SERV-ONE TIME CHRQ	15,000	26,666	11,334
53220 POSTAGE	125,000	1,000	124,000
53310 TRAVEL & SUBSISTENCE EXP	1,000	7,500	6,500
53318 PRIVATE AUTO MILEAGE	16,500	5,714	10,786
53610A REPAIR-STRUCTURES	40,000	6,250	33,750
53630 REPAIR-INT-EQUIPMT	25,000	3,750	21,250
53640 REPAIR-VEHICLE	15,000	1,875	13,125
53710 REPAIR-STRUCTURES & GROUNDS	5,500	-	5,500
53770 RENT-COPY MACHINE	127,081	28,705	98,376
53790 RENT-OTHER EQUIP & MACH	12,000	2,668	9,332
53803 MEMBERSHIPS	14,000	300	13,700
53806 PRINTING & BINDING	90,000	12,500	77,500
53810 TRAINING	7,500	1,875	5,625
53821A JURY FEES & MILEAGE	150,000	-	150,000
53821B JURY FEES	1,000	-	1,000
53821C JURY MILEAGE	2,500	-	2,500
53824A MOTOR POOL	1,500	1,000	500
53824B MOTOR POOL LEASE SERVICE	32,744	8,186	24,558
55021 ITS - OAM CHARGES	(12,132)	(3,032)	(9,100)
55023 SYS SER NEW SYS DVLPMT	174,286	43,574	130,712
55025 ITS - INFRASTRUCTURE	18,090	4,772	13,318
55028 INFO RESOURCE MGMT	52,048	13,012	39,036
55032 TELCOM OVERHEAD	1,104	-	1,104
55350 RADIO ACCESS	1,000	-	1,000
55351 RADIO SERVICES	5,826	1,465	4,361
55352 PRIORITY SERVICES	3,926	445	3,481
55160 CONST & FACLT MGMT	1,072,585	178,784	893,801
55245 FINANCIAL MGMT SVCS S/S	745,121	626,200	118,921
55255 FINANCIAL MGMT SVCS REBATE	(6,471)	(3,236)	(3,235)
55331 LONG-TERM LEASES	485,579	2,209	483,370
56740A EDP EQUIPMENT & SOFTWARE	17,569	2,209	15,360
58412 MERIT BUDGET	283,489	-	283,489
59865 UNDEREXPENDITURE CONTRA	(215,441)	-	(215,441)
59980 EXPENDITURE CONTRA	302,239	-	302,239
Expenditures	5,383,970	1,133,744	4,250,226
CJ FUND			
52110 OFFICE SUPPLIES	(24,825)	-	(24,825)
52210 RECREATION SUPPLIES	(1,494)	-	(1,494)
55023 SYS SER NEW SYS DVLPMT	(825)	-	(825)
55025 ITS - INFRASTRUCTURE	19,180	-	19,180
55026 ITS - GIS DEVELOPMENT	5,000	-	5,000
55028 INFO RESOURCE MGMT	2,474	-	2,474
58412 MERIT BUDGET	34,432	-	34,432
59865 UNDEREXPENDITURE CONTRA	(14,213)	-	(14,213)
59955A PERSONNEL CONTRA	(302,239)	-	(302,239)
Expenditures	(282,519)	-	(282,519)
Total District Court	5,081,460	1,133,744	3,947,716
REMOVE ACCOUNTS:			
55160 CONST & FACLT MGMT	1,072,585	178,784	893,801
55331 LONG-TERM LEASES	485,579	2,209	483,370
SubTotal to Apply Multiplier to	3,523,296	852,771	2,670,525
Multiplier from Program Budget Salaries/Benefits, see Exhibit A			18.74%
"CITY CASE COST"			481,716

36(d)

ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

District Court CX Overhead by Category - Total:

Example of III. Current Expense Overhead

2003 CX Overhead amounts incurred by the CX fund on behalf of District Court	Items to be included in the City Case Costs	Use in Exhibit A by section
General Government \$ 349,034	\$ -	-
Personnel Services \$ 99,249	\$ -	-
Bus Pass Subsidy \$ 47,845	\$ 99,249	III. Current Expense Overhead
Ombudsman \$ 6,986	\$ -	-
Fixed Assets Mgmt \$ 1,922	\$ -	-
Countywide Mail Service \$ 6,319	\$ 1,922	III. Current Expense Overhead
State Auditor \$ 10,597	\$ -	-
Budget Service/Strategic Planning \$ 115,309	\$ -	-
Building Occupancy \$ 1,757,344	\$ 1,757,344	IV. Facilities Operating and Rent
Records Management \$ 6,327	\$ -	-
PAO \$ 82,901	\$ -	-
Overhead to District Court: \$ 2,483,833	\$ 1,858,515	

District Court CX Overhead by Category - Less Probation (Assumed at 20% of total except building occupancy based on actual usage):

2003	District Court		District Court Costs	Under Sheriff Contracts	Method for Allocation
	Percentage less Probation	Probation			
General Government \$ 349,034	80%	\$ 279,227	\$ -	-	-
Personnel Services \$ 99,249	80%	\$ 79,399	\$ -	-	-
Bus Pass Subsidy \$ 47,845	80%	\$ 38,276	\$ -	-	79,399 III. Current Expense Overhead
Ombudsman \$ 6,986	80%	\$ 5,589	\$ -	-	-
Fixed Assets Mgmt \$ 1,922	80%	\$ 1,538	\$ -	-	-
Countywide Mail Service \$ 6,319	80%	\$ 5,055	\$ -	-	1,538 III. Current Expense Overhead
State Auditor \$ 10,597	80%	\$ 8,478	\$ -	-	-
Budget Service/Strategic Planning \$ 115,309	80%	\$ 92,247	\$ -	-	-
Building Occupancy \$ 1,757,344	100%	\$ 1,757,344	\$ -	-	1,757,344 IV. Facilities Operating and Rent
Records Management \$ 6,327	80%	\$ 5,062	\$ -	-	-
PAO \$ 82,901	80%	\$ 66,321	\$ -	-	-
Overhead to District Court: \$ 2,483,833		\$ 1,838,281			

Example of III. Current Expense Overhead	Total	% Allocation	City Case Costs
Personnel Services \$ 79,399	\$ 79,399	18.74%	\$ 14,879
Fixed Assets Mgmt \$ 1,538	\$ 1,538	18.74%	\$ 288
			\$ 15,168

36 (e)

ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

EXAMPLE of IV. Facilities - Operating and Rent

Facility	Sq Footage by facility	Total per foot. operating cost	Total facility rent costs	Average of Judicial percentage and caseload percentage	City Case Costs
Bellevue	16,992	\$ 23.73	403,220	65%	263,800
Burien/SW	11,443	\$ 23.73	271,542	12%	31,824
NorthEast	9,900	\$ 23.73	234,927	25%	59,112
Shoreline	11,895	\$ 23.73	282,268	37%	104,657
Aukeen	7,055	\$ 23.73	167,415	5%	7,881
					<u>467,273</u>

Per 2003 Budget the DCFM square footage rate for account 55160 for the District Court Suburban facilities:
 The amount per square foot incurred by the Current Expense Fund on behalf of District Court for the District Court

\$	11.00
\$	12.73
\$	<u>23.73</u>

Calculation of Multiplier by Facility:

	AOC Caseloads Percentage		Judicial Need Percentage		Average of the percent values of the City Caseload Method and the Judicial Need by Facility Method:
	Total Annual caseloads per facility (January through June 2003 is used as an example)	Total Annual Contract City Caseloads (January through June 2003 is used as an example)	Total Judicial Need per Facility	Total Contract City Judicial Need	
Bellevue	22,551	18,909	2.83	1.33	65%
Burien/SW	19,119	2,336	3.03	0.34	12%
Northeast (Redmond)	22,036	6,128	3.42	0.77	25%
Shoreline	13,206	5,585	2.04	0.65	37%
Aukeen (Kent)	14,186	944	4.71	0.13	5%

36 (F)

ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

City Case Costs Per Examples on Each Exhibit

EXAMPLE of V. Security Costs per Facility

Facility	Total Sheriff Security Costs per Facility	Average of Judicial percentage and caseload percentage	City Case Costs
Belleveue	141,155	65%	92,348
Burien/SW	141,155	12%	16,543
NorthEast	141,155	25%	35,517
Shoreline	141,155	37%	52,336
Aukeen	141,155	5%	6,645
			<u>203,389</u>

Cost of one year salary and benefits for one sheriff screener (SAII)(example is 2003 budget) \$ 62,948
 Cost of one year salary and benefits for one sheriff deputy (example 2003 budget) \$ 78,207
\$ 141,155

36(g)

Calculation of Multiplier by Facility:

	AOC Caseloadings Percentage			Judicial Need Percentage			Average of the percent values of the City Caseload Method and the Judicial Need by Facility Method:
	Total caseload per facility (Through June 2003 is used as an example)	Total Contract City Caseload (Through June 2003 is used as an example)	Percent Contract City Caseload	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract Cities	
Belleveue	22,551	18,909	84%	2.83	1.33	47%	65%
Burien/SW	19,119	2,336	12%	3.03	0.34	11%	12%
NorthEast	22,036	6,128	28%	3.42	0.77	23%	25%
Shoreline	13,206	5,585	42%	2.04	0.65	32%	37%
Aukeen	14,186	944	7%	4.71	0.13	3%	5%

ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

EXAMPLE of VI. Facility and Security Costs for Contract Cities in the Issaquah Division

	<u>Issaquah</u>	<u>Percent of Contract City Portion</u>	<u>City Case Cost</u>
Facility Costs			
Long Term Lease Account 55331	483,370		
Major Maintenance Costs per DCFM for Issaquah Facility	26,768		
Subtotal Facility Costs	510,138		
Security Costs			
Cost of one year salary and benefits for one sheriff screener (SAIL)(example is 2003 budget) \$	62,948		
Cost of one year salary and benefits for one sheriff deputy (example 2003 budget) \$	78,207		
Subtotal Security Costs	141,155		
Total Facility and Security Costs	651,293	10.88%	<u>70,858</u>

36(h)

Calculation of Multiplier for Contract Cities in Issaquah Facility:

AOC Caseling Percentage		Judicial Need Percentage (example)	
Total Contract City Caselings per less the city of Issaquah (Through June 2003 is used as an example)	1,663	Total Contract City Judicial Need less the City of Issaquah	0.15
14,142	12%	Total Judicial Need per Facility	1.5
Issaquah		Average of the percent values of the City Caseload Method and the Judicial Need by Facility Method:	11%

ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

EXAMPLE of VII. Reconciliation Costs

Total Costs for Reconciliation 3,200

Example of Calculation of Reconciliation Costs

Staff person name	John Smith
Hours spent on Reconciliation	80
Cost per hour (include Salary and Benefits)	\$ 40.00
Total Costs for reconciliation	<u>3,200</u>

Specific Task done and hours spent on Reconciliation listed below

ATTACHMENT "H" - TO THE FINANCIAL EXHIBIT

EXAMPLE of VIII. One-time Technology Costs based on Useful Life (Electronic Court Records)

Example of Calculation of Electronic Court Records		
Total Electronic Court Records Costs	\$ 1,500,000	
Divided by Useful Life		5 years
Total Costs per year	\$ 300,000	
Multiplier		18.74%

Final City One-Time Technology Costs 56,220

Background Information on Actual Costs for Electronic Court Records

By Account Code Detail	
Supplies	Information to be filled in below
Contract Services	[]
Capital	[]
Other Costs	[]
Subtotal Costs	1,500,000
Less costs reimbursed from other sources (e.g. State, grants)	[]
Total Costs	1,500,000

Note: Per section 4.8 of the contract, "The Cities' share of the payment to implement ECR shall be no more than \$56,745 for each year of this contract or any successor contract, up to a maximum of five years."

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No. 932Date 6/8/99**Interlocal Agreement for Provision of District Court Services**
between King County and the City of Shoreline

Whereas, the City of Shoreline, 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.

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, sentencings, 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.

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)

Robert E. Deis, City Manager
City of Shoreline
17544 Midvale Ave. N.
Shoreline, WA 98133-4921

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.

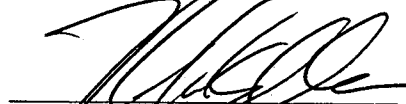

Section 20. No Third Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (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 9 day of June, 1999.

King County

City of Shoreline



Deputy

King County Executive

Chief Executive or
Administrative Officer

Date:

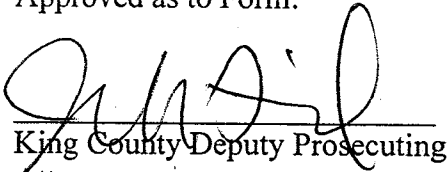
12/30/99

Date:

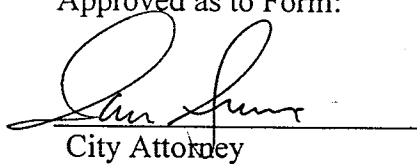
6/9/99

Approved as to Form:

Approved as to Form:



King County Deputy Prosecuting
Attorney



City Attorney

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.

Exhibit D

**Treatment of City Cases Filed in District Court Before January 1, 2000; and
Treatment of City Cases Unresolved as of the Expiration or Termination of this
Agreement.**

This Exhibit establishes the agreement of the parties with respect to (1) City cases filed in District Court before January 1, 2000, and (2) City cases filed during the term of this Agreement but not finally resolved (e.g., there remain hearings, court actions or revenue collections, or similar items pending) during the term of this Agreement.

Cases Filed Before January 1, 2000. Cases filed by a City in District Court prior to January 1, 2000, shall be handled in all respects consistent with the Contract between the City and County in place as of the date such case was filed. The City and County agree that all fees or revenues shall be paid or distributed based on the provisions of the contract in place on the date of case filing. By way of example, but without limitation, all Local Court Revenues (which are net of state assessments, as defined in Section 3.1 of the Agreement) accruing from such case shall be transferred to the City, and the City shall be responsible for payment of all jury fees, witness fees and interpreter fees arising under such case. The City and County will create a mutually agreed upon method for this revenue transfer and payment of fees by September 30, 1999.

a. The parties may further agree that the County will pay any and all state assessments arising out of such cases, on a timely basis, out of the revenues received on such cases, in the same manner as described for cases filed on or after January 1, 2000 by Section 3.6 of the Agreement. The County shall provide the City a record of such payments, in the manner required under Section 3.6 of the Agreement.

Cases Pending as of the Termination or Expiration of the Agreement. The County agrees to process all cases unresolved as of the termination or expiration of this Agreement which were filed during the term of the Agreement in the same manner as described in this Agreement. Unresolved cases are those cases that have any pending activity, including but not limited to sentencing and collection of fines or penalties. County processing includes, but is not limited to: transferring 25% of Local Court Revenues derived to the City, paying any and all state assessments, paying all interpreter fees, paying 1/2 of the jury fees, and providing monthly revenue reports to the City. Similarly, and without limitation, the City shall be responsible for payment of witness fees and 1/2 of the jury fees on such cases. The parties agree that the rights and obligations with respect to such unresolved cases shall survive the termination or expiration of the Agreement.



For the County



For the City