

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Approval of Court Services Contract with King County  
**DEPARTMENT:** City Manager's Office, City Attorney's Office  
**PRESENTED BY:** Julie Modrzejewski, Assistant City Manager  
Ian Sievers, City Attorney

**PROBLEM/ISSUE STATEMENT:**

The City currently provides municipal court services for adjudication of city offenses through an agreement with King County. This contract expires at the end of 2006 and requires any replacement agreement to be executed by the end of 2005 to allow sufficient time for a reallocation of resources by both the City and County. A long-term replacement contract has been negotiated by representatives of those cities currently contracting with King County and is proposed for approval.

**FINANCIAL ANALYSIS:**

Staff has presented a comparison of services provided by King County District Court and the cost of that service if provided through a municipal court operated by the City or through a joint court operation with one or more cities. It is projected that Shoreline's costs will exceed revenue from court operations beginning in 2005; nevertheless, staff believes that continuing with the King County District Court is more cost effective than exercising either of the two municipal court options.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to execute the Interlocal Agreement for Provision of District Court Services between King County and the City of Shoreline effective January 1, 2007.

Approved By: City Manager  City Attorney \_\_\_\_\_

## INTRODUCTION

Attachment A is the recently negotiated interlocal agreement for the provision of court services between King County and the City of Shoreline along with a summary of key provisions (Attachment B). This contract was negotiated over the past four months on behalf of all fourteen contract cities by representatives from the cities of Bellevue, Burien, Kenmore, Redmond and Shoreline. This contract would begin on January 1, 2007 at the end of the current two-year interlocal agreement.

## BACKGROUND

According to state law, the City is required to provide for the timely adjudication of infraction and misdemeanor offenses committed within the City. The City can establish a stand alone municipal court under Chapter 3.50 RCW or it can enter into an interlocal agreement (ILA) for court services with the District Court or another municipality. The City currently provides these services through an interlocal agreement with King County. Currently, fourteen of the 39 cities in King County contract with King County for services. Four cities contract with other municipalities for services (Hunts Point, Medina, Yarrow Point, and Newcastle) and the remaining 20 cities all have their own municipal court.

Since incorporation, the City has provided court services through an ILA with King County District Court. In 1999, the City signed a five-year contract for court services with King County. In 2002 King County Executive Ron Sims notified contract cities that the County intended to terminate the ILA effective January 1, 2005. Representatives from the contracting cities and King County negotiated a short-term contract to allow the County to review its policy of providing court services to cities and to develop a District Court Operational Master Plan (OMP) and Facility Master Plan (FMP). In 2004, the City approved a two-year court services contract effective for 2005-2006. The County developed an OMP to guide the provision of services by District Court, with input from contract cities; the OMP was adopted by the County in 2005. One of the key strategic policies contained in the OMP is to continue support of the Court's role as a regional service provider to cities through contracts and to support a unified, countywide District Court, utilizing existing facilities.

### **Alternates Analyzed**

At the November 28 Council meeting, Council reviewed two other alternatives for providing court services:

- Develop a City owned and operated municipal court system; and
- Contract with another municipality for the provision of services

### **Alternative: City Owned and Operated Court**

One of the most significant concerns around whether or not to own and operate a court is around start-up and ongoing costs. In order to gain a better perspective of the costs involved in owning and operating our own municipal court, staff examined nearby

municipal courts with similar case filings or population: Bothell, Seatac, and Kirkland Municipal Courts.

Staff learned that costs associated with starting a court operation would need to come from either a reduction in another program area or from one-time funds from the General Fund. The most significant portion of the start-up costs is the facility, approximately 7,000-7,500 square feet of space. Assuming the City leased its required space, the one-time cost associated with facilities is related to tenant improvements, which we estimate at \$75 to \$80 per square feet or \$600,000. Other additional costs include equipment and furniture for each employee (\$3,500 per employee) and other technology needs include the fiber optic to connect to the state's DISCIS-case management system, which we estimate costing \$25,000-\$50,000.

<b>Summary of Estimated Start-up Costs:</b>	<b>Amount</b>
Facility (includes tenant improvements)	\$600,000
Equipment/Furniture/Technology	\$67,500
<b>Total</b>	<b>\$667,500</b>

Using our own caseloads and our comparison cities, staff estimates that we would need to administer court three days per week (this is the same level of service currently provided in our contract with King County). Likewise, we would need staff to manage the court and be available to customers 8:00am to 5:00pm, Monday through Friday, to reflect the same business days and hours as city hall. Future ongoing court operations would be funded partially from revenue generated from city case filings.

It is estimated that the Shoreline Court would need the following positions and FTEs (annual salary and benefits are included):

<b>Position(s)</b>	<b>Amount</b>
Court Administrator (1 FTE)	\$92,829
Clerks (3 FTE)	\$174,936
Probation Officer (.35 FTE)	\$26,126
<b>Total</b>	<b>\$293,891</b>

Below are the total estimated ongoing costs, which we have cautiously projected.

Personnel (includes benefits, training, supplies, etc.)	\$293,891
Judicial Officer (contract)	\$72,600
Security (contract)	\$27,456
Facility	\$135,000
<b>Total Estimated Ongoing Costs</b>	<b>\$528,947</b>

To determine a revenue estimate we used the 2004 gross revenues as supplied by District Court and divided by the total number of case filings to determine a revenue amount per case and then we multiplied it by the case filing median (\$353,939/5,870=\$64 per case filing). While probation services are paid for by the individuals placed on probation, staff cannot determine a revenue projection until further study (the County retains all revenues generated; and therefore, we would need to work

more closely with the County to determine revenues specific to Shoreline). Therefore, it is possible that the City could receive additional revenue to help off-set probation costs.

<b>Total Case Filings (Median-1995/1996-2004)</b>	<b>Estimated Revenue</b>	<b>Estimated Expenditures</b>	<b>Revenues-Expenditures</b>
5,870	\$375,680	\$528,947	(\$153,267)

Undoubtedly, it is possible to find ways to reduce ongoing cost; nevertheless, what the City needs to be prepared for is the likelihood that costs will need to be supplemented using the General Fund.

**Alternative: Contract with Other Municipality**

Staff has discussed this alternative with the City of Lake Forest Park, City of Bothell and the City of Seattle. Currently, we do not have proposals from these jurisdictions. In our discussions with Lake Forest Park and Bothell it appeared that acquiring Shoreline as a contract would likely require these cities to hire significant new staff and perhaps even expand their current facilities. If these cities could merely “absorb” our case filings using their current staffing levels, perhaps they would be more inclined to consider contracting with us.

Staff has contacted the City of Seattle to determine the feasibility of such an arrangement. There is a meeting with the Seattle Court Administrator currently scheduled for December 12. Staff hopes to have additional information when we present this staff report at the December 12 Council meeting.

It is important to note that there is currently a case pending in the Washington State Court of Appeals challenging a municipality’s authority to contract with another city to deliver municipal court services in a building located outside of the contracting city’s corporate boundaries. In Primm V. Medina, defense counsel sought to overturn a misdemeanor conviction by challenging lack of subject matter jurisdiction. The City of Medina contracts with the City of Kirkland for court services and delivers these services in a building located within the corporate boundaries of Kirkland. The King County Superior Court upheld the conviction and specifically recognized Medina’s right to enter into a contract for judicial services with Kirkland under the Interlocal Cooperation Act. This case has been appealed to the Washington State Court of Appeals and briefs were filed in late October 2005.

At the November 28 Council meeting, staff recommended that the City continue contracting with King County District Court for the following reasons:

1. Contracting is part of our service delivery philosophy and where possible the City has looked to contracting to provide services. We believe this helps us provide services at a competitive price by saving the City from direct management of this service (overhead, facility, etc.). Likewise, there are no start-up costs for the City. It is also worth noting that the legal risk for the operation of the court falls upon the service provider.

2. King County provides numerous value added services in its service package such as domestic violence protective orders; civil action and small claims; legal name changes; performing marriages; passport acceptance services; vehicle impound; and false alarm hearings. Likewise, this is their business; they are experts and have a widespread interest in "providing an accessible forum for the fair, efficient, and understandable resolution of civil and criminal cases; and maintaining an atmosphere of respect for the dignity of individuals" (King County District Court mission statement).
3. The District Court is centrally located within the city at a well-maintained facility, which includes plenty of parking availability. This location is also convenient for our police officers who need to appear in court. There is one concern that if the City should move its court operations to another facility and the King County District Court facility remains in Shoreline is that this may cause confusion with our and District Court's customers by having essentially two courts in the city.
4. Customer service has improved dramatically in the last few years and is a high priority with the District Court leadership. As outlined in the OMP recommendations, District Court will establish service standards and performance measures. To help develop these, District Court has expressed a commitment to work with contracting cities.
5. Shoreline is a heavy user of the County's probation services program which is paid for completely by the individuals placed on probation as managed by the County. As an active user of probation services, the Shoreline has 141 active cases and 140 monitor compliance cases as of the month of August. This program has proven effective in reducing judicial administrative costs. Additionally, if the City were to pursue its own probation services we would be assuming a substantial liability risk exposure.
6. Operational strengths include having a larger jury pool, which reduces demand on citizen jury duty and in-custody jail calendars occur every Saturday and holiday.
7. The City always has a future option to establish its own municipal court or potentially contract with another entity if costs, circumstances, or service levels change dramatically.

With this recommendation, Council articulated their concerns regarding the City's limited ability to influence cost controls. To help influence this, staff participates on the District Court Management Review Committee (includes the Chief Presiding Judge, Chief Administrative Officer, a County Executive Office representative, and contracting cities' representatives), which meets quarterly, and this is the appropriate forum for raising issues around customer service, efficiency improvements, and cost impacts.

### **New Contract Negotiations**

In June 2005, the current fourteen cities contracting for District Court services approved a statement of principles and outlined key issues for negotiating a new long-term agreement with King County.

Both the County and the cities negotiated this new agreement with the expectation of building upon the current contract. Some of the key elements which are continued in this contract include the following:

Full-cost recovery. The new contract continues a full-cost recovery model. Cities will continue to pay for costs using revenue received from city cases and are responsible for differences between revenues and costs. Revenues and court costs will be reconciled annually.

Management Review Committees: The current contract outlines important opportunities for contracting cities to provide input into court operations and facilities through system-wide committees which will ensure there is a forum for cooperation between the cities and the County.

The cities were successful in negotiating the following key issues in the new contract:

Long-Term Agreement: The new contract meets the cities' need for a long term contract arrangement of at least five (5) years with two additional five (5)-year terms which extend the contract for a total of 15 years unless notice is given to terminate 18 months prior to the end of any of the five (5)-year periods.

Services: Language was added to the contract to address cities' concerns about the following:

- adequate public access via telephone;
- notification of any significant changes in court processes and calendars;
- the ability to provide a city sponsored traffic school; and
- Court performance measures will be created and monitored by the Court and cities.

Language was added to the contract to address District Court's responsibility to make management and administrative decisions that are in the best interest of the court pursuant to Supreme Court rules.

Dispute Resolution: Language was added to the contract to address a concern for timely resolution of disputes that substantially impact service levels for an extended time or the cost of providing services, and provides the ability to terminate the contract if the dispute can not be resolved to the satisfaction of the city.

Judicial Relationships: Language was added to the contract which provides the cities a role in determining a pool of judges who will hear city cases. This cooperative partnership will provide stable and consistent relationships with judges handling city cases.

Budget Changes: Language was added to the contract that caps the city's exposure to future facility and technology costs. Significant capital costs will be mutually negotiated and agreed upon on a facility by facility basis between King County and city(ies) using a facility. Absent an agreement, cities will not be responsible for paying for significant capital costs.

Allocation of Costs to Cities: New language reflects the cities' recommendation for a

cost sharing method which more accurately reflects each city's costs based on filings and actual costs for the facility used by each city. Cities will still use revenues to cover these costs, with actual costs reconciled against revenues received during the year. Cities are responsible for differences between revenues and costs. The current contract shares costs and revenues across all cities. The impact of this change in cost allocation methods varies from city to city.

Facilities: A key change for King County was recoument of long-term facility costs. For cities, a concern was continued convenient location of facilities.

- A. Consistent with the OMP, specific language has been added that the current facilities will remain open in Burien, Redmond and Shoreline as long as those cities continue to contract with the county for court services. If a closure or relocation is required, cities will be provided advance notice and have the option of working with the County to determine a new location/facility for relocated services within these cities, or terminating the contract within a reasonable period of time.
- B. Major Capital Facility Costs:
  1. Facilities costs will be paid on a facility by facility basis. These costs include rental rates and a commitment to negotiate long-term capital costs. Cities will only pay for space that is shared with the County. Dedicated space used solely by the County or individual cities will be charged to that entity.
  2. Language has been added to allow the City of Bellevue and King County to address their need for a different facility for court services. This includes a timeframe for decision making by the City and the County. If a decision is not reached by June 30, 2007, the City of Bellevue or King County could terminate their agreement effective December 31, 2008.

## **FINANCIAL IMPACT**

With a widening disparity between the revenue and demand for court services among the contract cities, the new contract takes a different approach to paying for court services. In the current contract, all costs and revenues were aggregated system-wide for the contract cities. City and Court staff have highlighted the fact that the number of filings and the type of filings will impact the amount of revenue generated by a City. For example, the City of Kirkland has substantially more parking restricted areas and therefore parking infractions produce substantial net income from its court operations. On the other hand criminal charges for misdemeanor filings produce less local revenue relative to demand on court resources for adjudication. Staff also noted that reduced filing seems to be a trend in the region which, for Shoreline, has reduced net income from the court from a positive 12% in 2003 to 8% of revenue for 2004. Decline in net income will be more dramatic in cities where infraction filings decline. Attachment C shows filings in Shoreline by category of offense since incorporation.

There was concern that some contract cities would no longer be willing to enter into a new joint interlocal agreement where their higher revenues per filing were subsidizing other cities with less revenue per filing. As a result of this concern and the County's ability to track costs for each court facility user, the new contract allocates each contract

city's costs in terms of demand on court system operations and on the facility. Facility costs are a percentage of the rental value of common use areas of the courthouse based on the city's share (multiplier) of total filings, and full rental value of space exclusively used by the city. Shoreline has, and will continue to provide, its prosecutor's and domestic violence program offices in the courthouse. Each city will have the use of its own revenues to cover the costs to adjudicate its cases.

While some of the contract cities would prefer the existing sharing approach, the subsidy from other cities may have outpaced advantages of a joint agreement with King County District Court for those cities. However, a city's revenues would not change. Under the new contract model there should be no incentive to leave the interlocal agreement unless a city finds improved or more cost-effective services with a municipal court.

Staff believes the District Court provides one of the highest levels of court service for Shoreline in terms of convenience, security and personnel. The proposed ILA fairly allocates costs of these services to Shoreline and, at this time, the cost/benefit of the contract is preferable to start-up costs of a stand alone municipal court or any available joint municipal court operation. King County court services has the least financial impact on the City, maintains our level of service, secures our location at the Shoreline Courthouse, carries no organizational impacts, and supports a regionalized court system—keeping overall criminal justice costs down.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the Interlocal Agreement for Provision of District Court Services Between King County and the City of Shoreline effective January 1, 2007.

### **ATTACHMENTS**

- A. Interlocal Agreement for Provision of District Court Services Between King County and the City of Shoreline
  - Exhibit A: Financial Exhibit (with Attachments A through J)
  - Exhibit B: Annual Facility Charges for District Court Facilities in Cities of Burien, Kent, Redmond, Shoreline
  - Exhibit C: Annual Facility for the District Court Facility in the City of Issaquah (with Attachment 1)
  - Exhibit D: One-Time Costs for Technology Improvement Projects
- B. Summary of Terms by Contract Section
- C. Shoreline Historic Case Filings



**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 \_\_\_\_\_, 2006. 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 January 1, 2007.

Whereas, the City and County are currently parties to an Interlocal Agreement for Provision of District Court Services between the County and the City effective January 1, 2005 through December 31, 2006 (“Existing Agreement”); and,

Whereas, the Parties have developed by consensus a District Court Operational Master Plan that provides the background and foundation for this Agreement; and

Whereas, the Parties support the District Court's mission statement that recognizes the value of working together to provide an accessible forum for the fair, efficient, and understandable resolution of civil and criminal cases and maintaining an atmosphere of respect for the dignity of individuals; and,

Whereas, the County values the City as a customer and intends to provide a predictable level and quality of service; and,

Whereas, it is the intent of the Parties to establish mechanisms within this Agreement to ensure court service, case processing and court operations are delivered as consistently as possible within each court and across the District Court system; and

Whereas, the Parties have established within this long term Agreement a process under which District Court services, facilities, and costs can be mutually reviewed; and,

Whereas, consistent with Recommendation #8 of the 2005 District Court Operational Master Plan, the County will continue to support a unified, Countywide District Court, utilizing existing facilities, to provide for a more equitable and cost effective system of justice for the citizens of King County. Pursuant to the 2005 District Court Operational Master Plan, the County will:

- A. Ensure Court facilities promote system efficiencies, quality services and access to justice,
- B. Consolidate District Court facilities that exist in the same city,
- C. Reconsider facilities if there are changes with contracting cities or changes in leases,

D. Work with the Cities to develop a facility master plan as it relates to the District Court; and,

Whereas, the Parties are replacing the Existing Agreement with a long 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;

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

## **1.0 Term**

**1.1** This Agreement shall be effective as of January 1, 2007 and shall remain in effect for an initial term of five years ending on December 31, 2011, provided that unless terminated or alternately extended pursuant to this Agreement, this Agreement shall be automatically extended upon the same terms and conditions for a second five year term commencing January 1, 2012, and ending on December 31, 2016. In addition, this Agreement shall automatically extend upon the same terms and conditions for a third five year term thereafter (commencing January 1, 2017, and expiring on December 31, 2021), unless terminated or alternately extended as provided herein.

**1.2 Termination and Notice of Termination.** This Agreement is terminable by either party without cause and in its sole discretion if such party provides written notice to the other party no later than 18 months prior to the expiration of the five year term then running. For the initial five year term, notice shall be provided no later than June 30, 2010. For the second five year term, notice shall be provided no later than June 30, 2015. For the third five year term, notice shall be provided no later than June 30, 2020. For each of the five year terms, the termination shall be effective at the end of the five year term then running.

**1.3 Extension pending conclusion of negotiations with respect to amending Agreement.** The Parties may agree in writing to extend the term of this Agreement upon the same terms and conditions if the Parties are negotiating in good faith for changes to the Agreement. The extension shall be such that termination occurs not less than 18 months after the end of 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.

## **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 2.2.7. 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.

**2.2** The Parties recognize that GR 29 requires that the ultimate decision making authority regarding the management and administration of the Court rests with the Presiding Judge and/or the Division Presiding Judge, and the Parties recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The provisions of Sections 2.1 through 2.2.7 of this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge and/or the Division Presiding Judge contained therein.

2.2.1 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; providing to the City prosecutor (and contract City prosecutor who has signed the required Department of Licensing confidentiality agreement), 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.

2.2.2 Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide the City's designated representative(s) of the Court Facility Management Review Committee ("CFMRC") with two months notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact City operations in order to provide the City with adequate time to assess the affect of proposed changes on City operations, unless a shorter timeframe for notice is mutually agreed upon by the Parties through the CFMRC.

2.2.3 Customer Service Standards. The District Court shall provide a means for the public to contact the Court by telephone, including transferring the caller to a particular Court facility if requested, and front counter access to each Court

facility during regular business hours, without lengthy wait. The District Court Management Review Committee ("DCMRC") shall establish performance measures and standards for telephone and front counter access, including reporting requirements. The District Court shall make reasonable efforts to meet or exceed the standards. In the event the District Court fails to meet the standards, the District Court shall draft an action plan and submit it to the DCMRC for consideration and direction. In order to minimize 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.

2.2.4 Probation Services. The County shall provide probation services unless a City opts to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services at least six months prior to the effective date of this Agreement or 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.

2.2.5 The City may purchase additional court services (such as drug court, mental health court, or relicensing) from the County under mutually agreeable terms.

2.2.6 Regular Court Calendars.

2.2.6.1 Definition of Regular Calendar. A Regular Calendar is defined as a recurring court calendar which requires the attendance of the City prosecutor, public defender, or police officers (hereafter "Regular Calendar"). A City budget for court services assumes a finite number of Regular Calendars. The provisions of Section 2.2.6 regarding Regular Calendars do not apply to other judicial functions and hearings, including but not limited to, jail hearings at the King County Jail in Seattle or at the Regional Justice Center, hearings or trials that cannot be set on the City's Regular Calendar due to time limitations or transport issues, search warrants, infraction hearings where a city attorney is not required to be present, or mitigation hearings.

2.2.6.2 Scheduling of Regular Calendars. The City's Regular Calendars shall remain scheduled on \_\_\_\_\_. Any Regular Calendar that is to occur on a day other than the day or days specified in this subsection shall require the mutual consent of the Parties. However, the City's prior consent shall not be required if a Regular Calendar is moved to

the next judicial day following a day on which the Court was closed due to a court holiday.

2.2.7 City Judicial Services. Not later than September 30th, the Cities<sup>1</sup> whose cases are primarily heard at the same District Court facility shall submit in writing to the Chief Presiding Judge a pool of District Court judges who may hear these Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75% of the judges elected or appointed to the judicial district wherein the facility is located. Within 30 days of an election or notice to Cities of an appointment of a new judge within the judicial district, the Cities shall be entitled to recreate their pool of District Court judges. The recreated pool shall take effect within thirty days of submission of the pool. In the case of an election, the recreated pool shall take effect the next calendar year following the election. Except when the Chief Presiding Judge deems an alternative assignment is necessary, the Chief Presiding Judge shall assign judges from these Cities' pool of judges to hear their Regular Calendars. If no pool of judges is submitted by the Cities at a particular facility, the Chief Presiding Judge may assign any judge of the District Court to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on the City's Regular Calendars can be heard by any judicial officer of the District Court against whom an affidavit of prejudice has not previously been filed that would prevent the judicial officer from hearing the matter.

2.2.8 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.

### **2.3 District Court Management Review Committee (DCMRC).**

2.3.1 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 Chief Presiding Judge, the District Court Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative for each city. On or before the effective date of this Agreement, the City shall identify in writing to the Chief Presiding Judge the name, phone number, e-mail and postal address of its representative and to whom notice as provided in this Section shall be sent. If the City wishes to change the information provided to the Chief Presiding Judge, it shall notify the Chief Presiding Judge in writing at least seven days prior to the change. The City may send its representative or the representative's designee to the DCMRC meetings.

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<sup>1</sup> Procedures of this section shall also apply if only one City is using a court facility.

- 2.3.2 The DCMRC shall meet at least quarterly unless otherwise agreed and shall make decisions and take actions upon the mutual agreement of the Cities, the County, and the Chief Presiding Judge. Mutual agreement of the Cities is defined as votes representing 65% of total Cities' case filings for the prior calendar year and 65% of all Cities. The County, the Chief Presiding Judge, or the Cities can vote at any time up to 45 days after DCMRC action unless mutual agreement has been reached sooner. The Chief Presiding Judge or his/her designee shall schedule meetings and submit proposed agendas to the representatives. Any representative may suggest additional agenda items. The Chief Presiding Judge or his/her designee shall provide the Committee representatives with written notice of the actions taken by the DCMRC in a timely manner.
- 2.3.3 The DCMRC shall ensure that 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.
- 2.3.4 The DCMRC shall provide recommendations and/or guidelines regarding the implementation of services under 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.

**2.4 Court Facility Management Review Committees (CFMRC).** Facility level issues related to this Agreement shall be addressed by the Court Facility Management Review Committee established for each Facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/facility shall consist of the judges at that facility, the Division presiding judge, the Division director, the court manager, the applicable City prosecutor/attorney, the applicable City public defender, and such other representatives as the City or the District Court wishes to include. On or before the effective date of this Agreement, the City shall identify in writing to the Division Presiding Judge the name(s), phone number(s), e-mail and postal address(es) where notice of meetings shall be sent. If the City wishes to change the information provided to the Division Presiding Judge, it shall notify the Division Presiding Judge at least seven days prior to the change. The City may send its representative(s) or the representative's designee to the CFMRC meetings. Each CFMRC shall meet monthly unless the Court and the applicable Cities agree to cancel a particular meeting. The members shall agree on meeting dates. The CFMRC shall make decisions and take actions upon the mutual agreement of the representatives.

### **3.0 Facilities**

#### **3.1 Utilizing Existing Facilities**

- 3.1.1 The County is committed to a unified, Countywide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a court facility within the cities of Burien, Kent, Redmond, and Shoreline unless (1) it obtains agreement from all Cities served in the city in which the facility is located, or (2) notice has been given to terminate the Agreement by the city in which the facility is located.
- 3.1.2 If the County determines that it will close the court facility within the cities of Burien, Kent, Redmond, and Shoreline and relocate District Court services within the same city, the County shall provide written notice to the City(ies) served in the affected facility. Relocation of the City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the City(ies) served in the affected facility, that continuing to operate the facility would 1) pose health and safety risks; 2) exceed the facility's useful life based on the cost of maintaining the facility; or 3) not be able to minimally meet the operational needs of the District Court.
- 3.1.3 If a facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with City(ies) served in the facility to relocate affected District Court services to a different facility. A city impacted by a facility closure may choose to relocate to an existing facility or move to a different facility. If District Court does not already provide services in the location(s) proposed for the displaced services, the County and the Cities served in the facility to be closed shall negotiate in good faith a separate agreement which includes, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the City(ies) served in the facility to be closed do not enter into the separate agreement within 24 months from the County's notice provided under Subsection 3.1.1 or 3.1.2, either party may provide written notice of termination notwithstanding other provisions of this Agreement related to termination. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the parties.
- 3.1.4 If, after consulting with the City(ies) served in the court facility within the city of Issaquah, the County gives written notice to the affected City(ies) to close the Issaquah facility, the County shall work cooperatively with the City(ies) served in the facility to relocate affected

District Court services to a different facility. A city impacted by a facility closure may choose to relocate to an existing facility or move to a different facility. If District Court does not already provide services in the location(s) proposed for the displaced services, the County and the City(ies) served in the Issaquah facility shall negotiate in good faith a separate agreement which includes, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the City(ies) served in the Issaquah facility do not enter into the separate agreement within 24 months from the County's notice of closure provided under this Subsection, either party may provide written notice of termination notwithstanding other provisions of this Agreement related to termination. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the parties.

- 3.1.5 Notwithstanding any provisions of Section 3.1, the County may relocate District Court services provided in the Aukeen facility to the Regional Justice Center.
- 3.1.6 The annual facility charges for existing District Court facilities in the cities of Burien, Kent, Redmond, and Shoreline at the commencement of this Agreement satisfy the financial obligations of the Cities served by these facilities for facility operations and daily maintenance, major maintenance, and other costs necessary to maintain existing facilities. This charge does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle the City to any funds or credit toward replacement of the existing facility. The annual facility charge will be included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a city, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of the City shall be based on the financial terms in Exhibit B and included as a City Case Cost under Exhibit A. All other terms and conditions for the City dedicated space shall be covered in a separate lease agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, the City(ies), or other tenant, shall be excluded from the total square footage. The annual charges for the Burien, Kent, Redmond and Shoreline facilities are calculated in accordance with Exhibit B.
- 3.1.7 The annual facility charge for the existing District Court facility in the city of Issaquah at the commencement of this Agreement satisfies the financial obligations of the Cities served by that facility for facility operations and



daily maintenance, major maintenance, and lease costs. This charge does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle the City to any funds or credit toward replacement of the existing facility. This charge also does not cover costs for necessary and unanticipated major repairs that are not scheduled under the County's major maintenance program. (Examples of such repairs include, but are not limited to, repairs necessitated by flood, fire or earthquake.) The County and the Cities receiving District Court services in the Issaquah facility agree to negotiate in good faith a separate agreement for a cost sharing plan for these unanticipated major repairs. The annual facility charge will be included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a city, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of the City shall be based on the financial terms in Exhibit C and included as a City Case Cost under Exhibit A. All other terms and conditions for the City dedicated space shall be covered in a separate lease agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, the City(ies), or other tenant, shall be excluded from the total square footage. The annual charge for the Issaquah is calculated in accordance with Exhibit C.

- 3.1.8 Cities will pay an annual facilities charge for space used for the Call Center and Payment Center. The charge shall be calculated in accordance with Exhibit B and included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of the County shall be excluded from the total square footage for this space.

### **3.2 Bellevue District Court**

- 3.2.1 The County and the city of Bellevue agree to work cooperatively to enter into a separate agreement by December 31, 2006 to determine the future location for the Bellevue District Court. The parties agree to negotiate in good faith with regard to such agreement to determine whether it is in the mutual interest of the parties to provide for a different facility under a separate agreement and what the terms of such separate agreement will be. The agreement should include, but is not limited to the following:
- (i) Identifying a facility location within the city limits of Bellevue
  - (ii) Cost sharing responsibilities and financial commitment
  - (iii) Ownership interest
  - (iv) Allocation of Implementation Responsibilities

- (v) Implementation schedule
- (vi) Operational terms including but not limited to:
  - Technological compatibility with Bellevue's technological systems and components to ensure efficient and effective provision of services
  - Space for the Bellevue Probation Department
  - Depending on location of facility, space for City of Bellevue Prosecution staff
  - Holding cells at facility

3.2.2 In order to meet the December 31, 2006 goal, the County agrees to conduct a Bellevue Court Site Analysis as part of the District Court Facilities Master Plan in the first quarter of 2006. This will include a market analysis in search of appropriate future locations for the court. By April 30, 2006, the County, working with the city of Bellevue, will identify facility options and develop full financing proposals for each option. The County and the city of Bellevue agree to work cooperatively to enter into a memorandum of understanding for sharing initial planning costs. On or before July 1, 2006, the County and the city of Bellevue will enter into negotiations for a separate agreement, with the intent to have the agreement approved by December 31, 2006.

3.2.3 If a satisfactory agreement is not reached by June 30, 2007, either the County or the city of Bellevue may terminate this Agreement no earlier than December 31, 2008. Notice of such termination must be provided no later than 18 months prior to the termination date.

3.2.4 The District Court will continue to operate at Surrey Downs under the terms of a separate lease agreement between the County and Bellevue until a different District Court facility is operational in the city of Bellevue or December 31, 2008, whichever occurs first, unless otherwise mutually agreed by the County and the city of Bellevue

**3.3** Capital improvement projects are those projects identified in the approved District Court Facilities Master Plan or Capital Improvement Plan.

3.3.1 Capital improvement projects for space that is dedicated to the sole use and benefit of either the City(ies) or the County shall be funded by the benefiting party. In the case of a capital improvement project solely benefiting the City(ies), the County and the City(ies) will accomplish payment through a separate agreement.

3.3.2 Capital improvement projects at a facility for space benefiting all parties served in the facility shall be presented to the affected CFMRC. The Cities' contribution to the costs of the capital improvement projects shall be determined by mutual agreement of the County and the cities served in

the affected facility. Absent an approved capital cost sharing agreement between the County and the cities served in the affected facility, the Cities are not responsible for capital project costs.

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

**4.1 Filing Fees Established.** A filing fee is set for every criminal citation or infraction filed with the District Court. Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At the commencement of this Agreement, the filing fees shall be as set pursuant to the Existing Agreement.

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 Section 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 for the City as determined by the County pursuant to Exhibit A. City Case Costs are calculated based on the Cities caseload (clerical weighted caseload approach), judicial need, and facility costs for the facility used by the City.

**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 an annual reconciliation of the actual City Case Costs in comparison to the Local Court Revenue, as defined in Section 4.9, retained by the County during that year in accordance with Exhibit A. The County will credit the Cities in the reconciliation for the Cities' share of offsetting revenue received by the County for District Court from the state, the federal government and other sources. Reconciliations shall be performed as set forth below:

4.3.1 Beginning in 2007 and each year thereafter, the County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenue retained in the previous year. This reconciliation shall be completed no later than July 31 of each year. The County costs of performing the reconciliations shall be a reimbursable City Case Cost and included as a City Case Cost under Exhibit A.

4.3.2 No later than August 1 of the year in which the reconciliation is completed, the County shall send the City a written statement as to the findings of the reconciliation.

4.4 Subject to the adjustments set forth below, the County shall retain a percentage of Local Court Revenue (as defined below) as payment for City court services. The percentage of Local Court Revenue retained by the County shall be the percentage necessary to pay the City Case Costs. This percentage shall be based on the prior year's reconciliation pursuant to Section 4.3.1. The City shall receive any remaining Local Court Revenue. In order to more closely match Local Court Revenue 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 DCMRC shall adjust the Cities' percentages retained by the County after July 31 of each year, for the following twelve months, based on the reconciliations of the prior year. The Chief Presiding Judge shall ensure that the County Executive receives notice of the adjustments made by the DCMRC.

4.5 In the event the reconciliation completed pursuant to Section 4.3 shows that the Local Court Revenue retained by the County in the prior year was less than the City Case Costs for that year, the City shall pay the difference to the County within 75 days of receipt of a written invoice from the County. In the event the reconciliation completed pursuant to Section 4.3 shows that the Local Court Revenue retained by the County in the prior year was more than the City Case Costs for that year, the County shall pay the difference to the City within 75 days of the County's completion of the reconciliation or, at the City's option provided in writing to the County, credit the City with such amount for the following year or extended term of this Agreement, if any.

4.6 The County retention of Local Court Revenue 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 provided by the County to the City under this Agreement, including but not limited to per-case filing fees.

4.7 Assuming the County has been compensated as required by this Section, all Local Court Revenue received after the expiration or termination of this Agreement but for cases filed during the term of this Agreement shall be distributed between the County and the City according to the same percentages that Local Court Revenue were distributed at the time the Agreement expired or terminated unless an extension or an amendment of this Agreement is entered into.

**4.8 One-Time Costs for Technology Improvement Projects.**

4.8.1 One-Time Costs for Technology Improvement Projects are defined as the costs associated with the development and implementation of technology improvement projects. The District Court shall involve the Cities in its technology planning as described in Exhibit D. The Cities shall contribute each year to a reserve (sinking fund) to cover one-time costs for

technology improvement projects in excess of \$100,000 which are included in the technology plan. This contribution covers the Cities' obligation under this Agreement for supporting one-time costs for technology improvement projects over \$100,000. Exhibit D sets forth the amount of the Cities' annual contribution to the reserve for one-time costs for technology improvement projects. Technology improvement projects which in total are less than \$100,000 in any year will be included as a reimbursable City Case Cost under Exhibit A.

- 4.8.2 In addition to other payments required by this Agreement, the Cities shall complete payment of their proportionate share of the total one-time cost to implement the District Court's ECR program as provided in Section 4.8 of the Existing Agreement (effective 1/1/05)). The Cities' share of the one-time cost to implement ECR shall be no more than \$56,745 per year for 2007, 2008, and 2009. The Cities' share of the one-time cost to implement ECR will be included as a reimbursable City Case Cost under Exhibit A.

**4.9 Local Court Revenue Defined.** Local Court Revenue includes 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 Revenue includes all revenue defined above received by the court as of opening of business January 1, 2007. Local Court Revenue excludes:

1. Payments to a traffic school operated by a City.
2. Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Assessments authorized by statute, such as Domestic Violence and Crime Victims, used to fund local programs.
4. Probation revenues.
5. Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases.
6. Revenues from City cases filed prior to January 1, 2000.

4.9.1 The City will not start a traffic violations bureau during the term of this Agreement.

**4.10** All revenue excluded from "Local Court Revenue" 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 Revenue 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 revenue received for all City cases on which the Local Court Revenue is calculated in a format consistent with the requirements described in Exhibit

A. Unless modified by mutual agreement, Exhibit A 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 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:

5.0.1 Facility Dispute. Disputes arising out of facility operation and management practices which are not resolved by the CFMRC may be referred by either Party in writing to all representatives of the DCMRC as designated in Section 2.3.1. If the DCMRC is unable to reach mutual agreement within 60 days of referral, then the dispute may be referred by either Party to non-binding mediation. Any and all Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The mediator will be selected in the following manner: The City(ies) participating in the mediation 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(ies) participating in the mediation and the County may agree to select a mediator through the mediation service mutually acceptable to both parties. The parties to the mediation shall share equally in the costs charged by the mediator or mediation service. By mutual agreement, the DCMRC can establish an alternative City(ies)'s share of the mediation costs.

5.0.2 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, may be referred in writing by either Party to all representatives of the DCMRC as designated in Section 2.3.1. If the DCMRC is unable to reach mutual agreement to resolve the dispute agreement within 60 days of referral, then the dispute may be referred by either Party to non-binding mediation, conducted in the manner described in Section 5.0.1. Any and all Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The parties to the mediation shall share equally in the costs charged by the mediator or

the mediation service. By mutual agreement, the DCMRC can establish an alternative City(ies)'s share of the mediation costs.

**6.0 Resolution of Disputes Resulting From Specified Events.**

**6.1** If a dispute arises between the Parties that resulted directly from:

(i) changes in state statute or regulation, court rule, City or County ordinance, or exercise of court management authority vested by GR 29 in the Chief Presiding Judge, requiring the County to provide new court services reasonably deemed to substantially impact the cost of providing Court Services, or material reductions or deletions of the Court Services included in this Agreement that occurred for a period of at least six months; 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 or regulation, court rule, or City or County ordinance, which substantially alter the revenues retained or received by either the County or the City related to City case filings;

Then either Party must first refer its concerns with the changed circumstances under this Section to dispute resolution under Section 5.0.2 and complete the dispute resolution process outlined in that Section. If the dispute is not resolved within 120 days of first referral under Section 5.0.2 or completion of the dispute resolution process outlined in Section 5.0.2, whichever comes first, then either party may serve a notice of intent to terminate this Agreement. Such notice shall be provided in writing to all representatives of the DCMRC as designated in Section 2.3.1. Within 30 days of the date the notice of intent to terminate is served, the chief executive officer(s) of the City(ies), the Chief Presiding Judge, and the County Executive shall meet together at least once in person for the purpose of resolving the dispute. If dispute is still not resolved, either Party may terminate this Agreement by serving the other Party with a notice of termination pursuant to Section 11.0. The notice of termination may not be served less than 30 days from the date the notice of intent to terminate (pursuant to this Section) was served. The notice of termination shall state the date on which the Agreement shall terminate. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the Parties.

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

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

## **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 fees.

## **9.2 Indemnification.**

9.2.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its 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 other 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 each 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 Parties 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 attorney 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.

9.2.2 With respect to any technology provided by the County for use by the City pursuant to this Agreement, the County shall defend the City and the City's officers and directors, agents, and employees, against any claim or legal action brought by a third party arising out of a claim of infringement of U.S. patent, copyrights, or other intellectual property rights, or misappropriation of trade secrets, in connection with the use of the technology by the City so long as the City gives prompt notice of the



claim or legal action and the City gives the County information, reasonable assistance, and sole authority to defend or settle any such claim or legal action. The County shall have no liability to defend the City to the extent the alleged claim or legal action is based on: (i) a modification of the technology by the City or others authorized by the City but not by the County; or (ii) use of the technology other than as approved by the County.

**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.**

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County: King County Executive, 701 Fifth Avenue, Suite 3210, Seattle, Washington 98104

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

In addition to the requirements for notice described above, a copy of any notice or other communication may be provided to the Chief Presiding Judge of the District Court.

## **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 7.0.

## **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 City, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. For purposes of this Agreement, "force majeure" shall not include reductions or modifications in District Court Services caused by or attributable to reductions or modifications to the budget of the King County District Court as adopted or amended by the Metropolitan King County Council.

## **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 its chief executive officer and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any Party.

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

King County

City of \_\_\_\_\_

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

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

Date:

Date:

Approved as to Form:

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King County Deputy Prosecuting  
Attorney

Approved as to Form:

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City Attorney

EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH J

Attachment	Item	City Case Costs 2004	City Case Costs 2003
A	2004 District Court Program Budget Salaries and Benefits less Probation	2,069,587	2,335,435
B	Non-Facility costs/Non-CX overhead costs less probation	354,977	418,476
C	Current Expense Overhead	18,067	14,757
D	District Court Facilities - Operating and Rent	2,211,047	469,757
E	Security Costs per Facility	219,979	209,466
F	Facilities - Call Center/Payment Center	16,485	87,802
G	Reconciliation Costs	929	1,939
H	One-Time Technology Costs based on Useful Life (Electronic Court Records)	57,754	51,895
I	One-Time Costs for Technology Improvement Projects	16,567	
<b>TOTAL CITY CASE COSTS IN 2004:</b>		<b>2,955,263</b>	<b>3,589,526</b>
<b>TOTAL CITY REVENUE IN 2004</b>		<b>\$ 3,199,854</b>	<b>4,117,470</b>
<b>Percentage of Total City Case Costs</b>		<b>92.36%</b>	<b>87.18%</b>
<b>City Dedicated Costs</b>			
J	Dedicated City space	-	-
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>2,955,263</b>	<b>3,589,526</b>

Methodology/Definitions/Notes:

1. District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
2. Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs -----> 16.57%
3. The District Court Program Budget will be updated annually as will the percentage representing contract cities.
4. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).
5. The "City Case Cost" for each year, calculated by the County, is equal to the sum of Attachments A through I.
6. 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.

City	City Portion of Case Costs	City Dedicated Costs	Total City Cost	Total City Revenue	City Revenue Paid	Difference of Total City Cost and City Revenue Paid	City Remittance to County
Beaux Arts			-	-	21,300	0	-
Bellevue	133,790		1,313,790	1,549,008	161,756	152,035	\$152,035
Burien	227,401		227,401	168,572	126,429	100,972	\$100,972
Camation	21,321		21,321	3,628	32,721	18,600	\$18,600
Covington	61,730		61,730	63,169	47,373	14,353	\$14,353
Duvall	40,471		40,471	32,863	24,647	15,823	\$15,823
Kenmore	148,961		148,961	173,886	106,514	42,447	\$42,447
North Bend	30,851		30,851	142,019	26,864	3,987	\$3,987
Redmond	528,660		528,660	147,572	410,669	113,991	\$113,991
Sammamish	95,310		95,310	38,091	91,725	3,585	\$3,585
Shoreline	377,172		377,172	43,433	282,915	94,257	\$94,257
Skykomish	825		825	35,819	158	668	\$668
Snoqualmie	63,187		63,187	552,893	513,300	11,857	\$11,857
Woodinville	45,584		45,584	122,300	62,785	(17,202)	
<b>Total</b>	<b>2,955,263</b>	<b>0</b>	<b>\$2,955,263</b>	<b>\$2,955,263</b>	<b>\$2,399,891</b>		

**ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT**

**King County District Court**

**2004 District Court Program Budget Salaries and Benefits less Probation**

	Judges*	Clerks*	LT*	CM*	OPJ	Aides*	Prob Mgmt	PO Is	Prob Support	Total	Salary/Benefit Expenditure	% to subtotal
County-State Criminal	8.73	9.89	0.22	0.94	3.49	0.36				23.64	2,203,979	17.68%
County-State Infractions	2.96	31.56	0.70	3.01	6.82	1.16				46.21	2,866,356	22.99%
County-State Civil	3.14	30.64	0.68	2.93	6.67	1.13				45.19	2,827,701	22.68%
City Contracts	3.49	19.72	0.43	1.88	4.55	0.72				30.80	2,065,587	16.57%
DWLS Court	0.75	2.25	0.05	0.21	1.46	0.08				4.81	374,645	3.00%
Mental Health Court	0.35	1.00	0.02	0.10	1.43	0.04				2.94	234,608	1.88%
DV Court	1.50	4.00	0.09	0.38	1.06	0.15				7.18	551,500	4.42%
Jail/Felony/Expediteds	1.50	8.98	0.20	0.86	2.06	0.33				13.92	925,271	7.42%
Inquests	0.12	0.16	0.00	0.02	0.05	0.01				0.36	31,959	0.26%
Superior Court Assistance	1.20	0.00	0.00	0.00	0.21	0.00				1.41	200,843	1.61%
Passports		2.48	0.05	0.24	0.50	0.09				3.35	185,938	1.49%
<b>Subtotal without Probation</b>	<b>23.75</b>	<b>110.67</b>	<b>2.44</b>	<b>10.57</b>	<b>28.30</b>	<b>4.07</b>				<b>179.80</b>	<b>\$ 12,468,387</b>	<b>100.00%</b>

**District Court Program Budget, Salaries and Benefits attributed to Contract Cities.**

**Multiplier (Percent of Salaries and Benefits for Contract Cities )** **\$ 2,065,587**

**16.57%**

County Probation		7.59	0.17	0.72	3.47	0.28	1.20	7.38	2.69	23.50	\$ 1,330,241
City Probation		6.23	0.14	0.60	2.60	0.23	0.83	5.12	1.87	17.61	\$ 995,695
Mental Health Court Probation		0.13	0.00	0.01	0.56	0.00	0.32	2.00	0.73	3.76	\$ 215,835
DV Court Probation		0.38	0.01	0.04	1.13	0.01	0.65	4.00	1.46	7.68	\$ 440,684
<b>Subtotal Probation Costs</b>		<b>14.33</b>	<b>0.32</b>	<b>1.37</b>	<b>7.76</b>	<b>0.53</b>	<b>3.00</b>	<b>18.50</b>	<b>6.75</b>	<b>52.55</b>	<b>\$ 2,982,454</b>
					Probation as Percentage of Total Staff					22.62%	
<b>Total District Court Costs</b>	<b>23.75</b>	<b>125.00</b>	<b>2.76</b>	<b>11.94</b>	<b>36.06</b>	<b>4.59</b>	<b>3.00</b>	<b>18.50</b>	<b>6.75</b>	<b>232.35</b>	<b>\$ 15,450,841</b>

- \*1.25 Judges included in OPJ - Does not include Judge Wacker's vacant position
- \*11.10 SPT/Phone Clerks counted in OPJ
- \*3.24 LT included in OPJ for SPT/Phone
- \*1.06 CM included in OPJ for SPT/Phone
- \*.41 Aides included in OPJ for SPT/Phone

**ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT**

**Non-Facility costs/Non-CX overhead costs less probation**

Probation Staff as % 22.62%

Dpt_DISTRICT COURT(0530) CX FUND	<u>2004 Total District Court</u>	<u>Probation 22.62% where applicable</u>	<u>Net less probation</u>	<u>Comments</u>
52110 OFFICE SUPPLIES	87,820	19,863	67,957	
52185 INVENTORIAL MINOR EQUIPMENT	15,329	3,467	11,862	
52212 EDP SUPPLIES	50,735	11,475	39,260	
52215 PUBLICATIONS-UNDER \$500EA	11,891	-	11,891	
52290 MISC OPERATING SUPPLIES	810	183	627	
52291 TELCOM SUPPLIES	4,350	984	3,366	
52390 MISC REPAIR/MAINT SUPPLS	2,190	495	1,695	
53102 BANKING SERVICES	263	59	204	
53105 OTHER CONTRACT/PROF SRVCS	1,006,093	-	1,006,093	Adjusted below
53106 EDP & MICROFICHE/FILM SVC	86,504	19,565	66,939	
53110 ARTWORK CONTRACTS	152	34	118	
53113A INTERPRETATION SERVICES	416,155	62,715	353,440	
53211 TELCOM SERV-ONGOING CHRG	175,806	39,763	136,043	
53212 TELCOM SERV-ONE TIME CHRG	25,758	5,826	19,932	
53213 CELL PHONE/PAGER SERVICES	13,551	3,065	10,486	
53220 POSTAGE	82,041	18,555	63,486	
53230 ADVERTISING	118	27	91	
53310 TRAVEL & SUBSISTENCE EXP	9,542	-	9,542	
53318 PRIVATE AUTO MILEAGE	11,623	2,629	8,994	
53390 MISC TRANSPORTATION COSTS	11	2	9	
53630 REPAIR/MAINT-EQUIPMENT	3,141	710	2,431	
53634 REPAIR/MAINT-IT EQUIPMENT	62,745	(12,240)	74,985	Adjusted below
53640 LAUNDRY SERVICE	136	-	136	
53710 RENT-STRUCTURES & GROUNDS	5,496	-	5,496	
53770 RENT-COPY MACHINE	142,731	32,282	110,449	
53790 RENT-OTHER EQUIP & MACH	3,909	884	3,025	
53803 MEMBERSHIPS	12,275	300	11,975	
53805 SPECIAL INVESTIGATIONS	(76)	(17)	(59)	
53806 PRINTING & BINDING	52,852	-	52,852	
53810 TRAINING	3,230	731	2,499	
53813 TRAINING IT	150	-	150	
53821A JURY FEES & MILEAGE	117,532	-	117,532	Adjusted below
53826A WITNESS EXPENSE	39,762	-	39,762	
53890 MISC SERVICES & CHARGES	6,210	1,405	4,805	
55010 MOTOR POOL ER/R SERVICE	957	216	741	
55021 ITS - O&M CHARGES	44,224	10,002	34,222	
55025 ITS - INFRASTRUCTURE	193,827	43,838	149,989	
55028 INFO RESOURCE MGMT	19,568	4,426	15,142	
55032 TELCOM OVERHEAD	48,312	10,927	37,385	
55144 PROPERTY SERVICES	573	130	443	

55145 FACILITIES MANAGEMENT	16,101	3,642	12,459	
55160 CONST & FACLT Y MGMT	1,151,723	260,489	891,234	Adjusted below
55245 FINANCIAL MGMT SVCS S/S	136,017	30,763	105,254	
55255 FINANCIAL MGMT SVCS REBATE	(46,731)	(10,569)	(36,162)	
55260 PRINTING/GRAPHIC ARTS S/S	1,416	320	1,096	
55331 LONG-TERM LEASES	527,188	-	527,188	Adjusted below
55350 RADIO ACCESS	563	127	436	
55351 RADIO MAINTENANCE	239	54	185	
55352 RADIO SERVICES - GENERAL	10	2	8	
55353 RADIO EQUIPMENT RESERVES	721	163	558	
56740 EDP EQUIPMENT & SOFTWARE	94,196	21,305	72,891	
56741 EDP HARDWARE	24,666	5,579	19,087	
<b>Expenditures</b>	<b>4,664,405</b>	<b>594,176</b>	<b>4,070,229</b>	
<b>CJ FUND</b>				
55025 ITS - INFRASTRUCTURE	17,512	3,961	13,551	
55028 INFO RESOURCE MGMT	2,536	574	1,962	
T/T OIRM CIP	5,739	1,298	4,441	
58077 T/T OIRM CIP	5,739	1,298	4,441	
<b>Expenditures</b>	<b>31,526</b>	<b>7,130</b>	<b>24,396</b>	
<b>Total District Court</b>	<b>4,695,931</b>	<b>601,306</b>	<b>4,094,625</b>	
<b>REMOVE ACCOUNTS:</b>				
53105 OTHER CONTRACT/PROF SRVCS				
PRO TEMS	360,356	-	360,356	
AGENCY TEMP WORKERS	91,467	-	91,467	
53634 REPAIR/MAINT-IT EQUIPMENT	116,862	-	116,862	
53821A JURY FEES 7 MILEAGE	8,659	-	8,659	43832 Reimbursement of Jury Fees
55160 CONST & FACLT Y MGMT	1,151,723	260,489	891,234	
55331 LONG-TERM LEASES	483,315	-	483,315	
<b>Total Removed Accounts</b>	<b>2,212,383</b>	<b>260,489</b>	<b>1,951,894</b>	
<b>SubTotal to Apply Multiplier to:</b>	<b>2,483,548</b>	<b>340,817</b>	<b>2,142,731</b>	
<b>Multiplier (from Program Budget Salaries/Benefits, see Tab A)</b>			16.57%	
<b>"CITY CASE COSTS"</b>			<b>354,977</b>	

**Methodology/Definitions/Notes:**

1. Annual Total District Court 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.
2. Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation includes Annual Total District Court Expenditures less actual expenditures for probation, less account 55160 (facilities/construction), and less 55331 (long term leases). The City Case Cost is calculated by applying the Multiplier from Attachment A to the Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation.
3. One-Time Costs for Technology Improvement Projects totalling under \$100,000 may be included in some of the above accounts (e.g., 53105, 55021, 55025, 56740, and 56741) per Section 4.8 of the Agreement.



**ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT**

**Current Expense Overhead**

District Court CX Overhead by Category      Less Probation      22.62%

	<u>2004 CX Overhead amounts incurred by the CX fund on behalf of District Court</u>		<u>District Court</u>		<u>Under Sheriff</u>	<u>Sheriff contract Allocation</u>	<u>% Allocation</u>	<u>City Case Costs</u>
	<u>Court</u>	<u>Percentage less Probation</u>	<u>District Court Costs</u>	<u>Contracts</u>				
General Government	\$ 356,710	77.38%	\$ 276,032	\$ -				
Personnel Services	\$ 139,066	77.38%	\$ 107,613	\$ 107,613	III. Current Expense Overhead	16.57%	\$ 17,828	
Bus Pass Subsidy	\$ 52,298	77.38%	\$ 40,470	\$ -				
Ombudsman	\$ 15,497	77.38%	\$ 11,992	\$ -				
Fixed Assets Mgmt	\$ 1,863	77.38%	\$ 1,442	\$ 1,442	III. Current Expense Overhead	16.57%	\$ 239	
Countywide Mail Service	\$ 5,677	77.38%	\$ 4,393	\$ -				
State Auditor	\$ 14,320	77.38%	\$ 11,081	\$ -				
Budget Service/Strategic Planning	\$ 93,240	77.38%	\$ 72,152	\$ -				
Building Occupancy	\$ 1,572,705	100%	\$ 1,572,705	\$ 1,572,705	IV. Facilities Operating & Rent	<b>Attachment D</b>		
Records Management	\$ 8,262	77.38%	\$ 6,393	\$ -				
PAO	\$ 183,681	77.38%	\$ 142,137	\$ -				
<b>Overhead to District Court:</b>	<b>\$ 2,443,319</b>			<b>\$ 1,681,760</b>			<b>\$ 18,067</b>	

**Methodology/Definitions/Notes:**

1. City Case Cost is the amount incurred by the Current Expense fund on behalf of District Court for personnel services and fixed asset management multiplied by the Multiplier from Attachment A.

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**ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT**

**District Court Facilities - Operating and Rent**

**Year** 2007

Facility	Sg Footage by facility	Dedicated County/Other Space	Dedicated City Space	Shared Space	Total square foot charge	Total facility operating and rent costs	Average of Clerical Need Percent and the Judicial Need	City Case Costs
							Percent by Facility:	
Belleuve	-					-	59%	-
Burien	11,583	757		10,826	\$ 24.45	264,696	11%	29,838
Issaquah	15,017	2,961		12,056	\$ 29.65	357,460	10%	35,479
Redmond	11,666	2,001		9,665	\$ 24.45	236,309	29%	67,642
Shoreline	11,524	1,624		9,900	\$ 24.45	242,055	35%	84,307
Kent	7,055	2,405		4,650	\$ 24.45	113,693	3%	3,781
<b>Total</b>	<b>56,845</b>	<b>9,748</b>	<b>-</b>	<b>47,097</b>		<b>1,214,213</b>		<b>22,047</b>

**Calculation of Multiplier by Facility:**

	Clerical Need Percentage			Judicial Need Percentage			G = (C+F)/2
	A	B	C = B/A	D	E	F = E/D	
	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract Cities	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract Cities	Average of Clerical Need Percent and the Judicial Need Percent by Facility
Belleuve	18.00	14.24	79%	2.68	1.03	39%	59%
Burien	20.50	2.10	10%	3.63	0.45	12%	11%
Issaquah	13.50	1.62	12%	2.43	0.19	8%	10%
Redmond	22.00	6.11	28%	3.40	1.00	29%	29%
Shoreline	12.50	4.53	36%	2.08	0.69	33%	35%
Kent	15.50	0.62	4%	5.35	0.14	3%	3%

**Methodology/Definitions/Notes:**

- The rate for each year is calculated in the attachment (tab) "Facility Rates." Changing the year at the top of this sheet will update the facility rate.
- Refer to Exhibits B and C for the overall methodology. Refer to the tab Facility Rates for the calculation of the Total Square Foot Charge. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the multiplier by facility and the total facility operating and rent costs by facility.
- Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.

**ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT**

**Security Costs per Facility**

Facility	<u>Total Sheriff</u>	<u>Average of</u>	<u>City Case</u>
	<u>Security</u>	<u>Judicial</u>	
	<u>Costs per</u>	<u>percentage</u>	<u>Costs</u>
	<u>Facility</u>	<u>and clerical</u>	
		<u>percentage</u>	
Bellevue	147,131	59%	86,533
Burien	147,131	11%	16,586
Issaquah	147,131	10%	14,603
Redmond	147,131	29%	42,116
Shoreline	147,131	35%	51,245
Kent	147,131	3%	4,893
			<u>215,975</u>

Cost of one year salary and benefits for one sheriff screener (SAII)( 2004 budget)	\$ 65,613
Cost of one year salary and benefits for one sheriff deputy (2004 budget)	\$ 81,518
	<u>\$ 147,131</u>

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**Calculation of Multiplier by Facility:**

	<u>Clerical Need Percentage</u>			<u>Judicial Need Percentage</u>			<u>G = (C+F)/2</u>
	<u>A</u>	<u>B</u>	<u>C = B/A</u>	<u>D</u>	<u>E</u>	<u>F = E/D</u>	
	<u>Total Clerical</u>	<u>Total Contract City</u>	<u>Percent of Clerical Need for Contract Cities</u>	<u>Total Judicial</u>	<u>Total Contract City Judicial</u>	<u>Percent of Judicial Need for Contract Cities</u>	<u>Average of Clerical Need Percent and the Judicial Need Percent by Facility</u>
	<u>Need per Facility</u>	<u>Clerical Need</u>		<u>Need per Facility</u>	<u>Need</u>		
Bellevue	18.00	14.24	79%	2.68	1.03	39%	59%
Burien	20.50	2.10	10%	3.63	0.45	12%	11%
Issaquah	13.50	1.62	12%	2.43	0.19	8%	10%
Redmond	22.00	6.11	28%	3.40	1.00	29%	29%
Shoreline	12.50	4.53	36%	2.08	0.69	33%	35%
Kent	15.50	0.62	4%	5.35	0.14	3%	3%

**Methodology/Definitions/Notes:**

1. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the actual staff salary and benefits for screening at each facility and the multiplier by facility.

**ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT**

**Facilities - Call Center/Payment Center**

**Year**                      **2007**

Facility	<u>Sq Footage</u>		<u>Total per foot</u>		<u>Multiplier</u>	<u>City Case</u> <u>Costs</u>
	<u>by facility</u>	<u>Shared Space</u>	<u>cost</u>			
Call Center	2,459	2,459	\$ 24.45	16.57%		9,960
Payment Center	1,606	1,606	\$ 24.45	16.57%		6,505
<b>Total Costs</b>						<b>16,465</b>

**Methodology/Definitions/Notes:**

1. The "Total per foot cost" rate for each year is calculated in the attachment "Facility Rates" pursuant to Exhibit B. Changing the year at the top of this sheet will update the facility rate.

**ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT**

**Reconciliation Costs**

Total Costs for Reconciliation \$823

**Calculation of Reconciliation Costs**

Staff person name	Donna Brunner	David Brown	Jeremy Jepson	Total
Hours spent on Reconciliation	13			13
Cost per hour (include Salary and Benefits)	\$ 63.32			
<b>Total Costs for reconciliation</b>	<b>\$823</b>			<b>\$823</b>

Specific Task done and hours spent on Reconciliation listed below

Reconciliation Documents Preparation	7.00
Review/ Analysis Reconciliation Documents	1.00
Preparing 2005 Estimates w/o four cities	5.00
<b>Sum of All Hours</b>	<b>13.00</b>

**Methodology/Definitions/Notes:**

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

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**ATTACHMENT "H" - TO THE FINANCIAL EXHIBIT**

**One-Time Technology Costs based on Useful Life (Electronic Court Records)**

**Calculation of Electronic Court Records**

Total Electronic Court Records Costs*	\$	1,380,922	
Divided by Useful Life		5	years 2005 - 2009
Total Costs per year	\$	276,184	
Multiplier		16.57%	

**Final City One-Time Technology Costs**

45,754

Background Information on Actual Costs for Electronic Court Records

**By Account Code Detail**

Software & Licenses	292,483
Contract Services	825,577
Capital	262,862
<b>Total Costs</b>	<u><u>1,380,922</u></u>

**Methodology/Definitions/Notes:**

1. 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." The five years will be completed in 2009.

**ATTACHMENT "I" - TO THE FINANCIAL EXHIBIT**

**One-Time Costs for Technology Improvement Projects**

	City Contribution			Reserve				
	Threshold	City Multiplier	City Share	Beginning Balance	Expenditures	Interest Earnings	Ending Balance	Reserve Cap*
2007	100,000	16.57%	16,567					
2008	100,000							
2009	100,000							
2010	300,000							
2011	300,000							
2012	300,000							
2013	300,000							
2014	300,000							
2015	300,000							
2016	300,000							
2017	300,000							
2018	300,000							
2019	300,000							
2020	300,000							
2021	300,000							

**Methodology/Definitions/Notes:**

1. This Attachment is developed pursuant to Exhibit D. The City Multiplier is calculated in Attachment A. The City Case Cost is the product of the multiplier and the threshold unless adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of \$900,000 increased by 2% per year beginning in 2008.

**ATTACHMENT "J" - TO THE FINANCIAL EXHIBIT**

**Dedicated City space**

	<u>Dedicated City Space</u>	<u>Total square foot charge</u>	<u>City cost for dedicated city space</u>	<u>Description</u>
Beaux Arts				
Bellevue				
Burien				
Carnation				
Covington				
Duvall				
Kenmore				
North Bend				
Redmond				
Sammamish				
Shoreline	-	\$ 24.45		
Skykomish				
Snoqualmie				
Woodinville				
<b>Total</b>	<b>-</b>		<b>-</b>	

**Methodology/Definitions/Notes:**

1. Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.



### Summary of All City Case Costs

This attachment (and Non-Facility City Case Costs and Facility City Case Costs) divide the overall City Case Costs as determined in Exhibit A to individual cities based on the same method currently used to allocate costs.

Those costs which are mainly salaries and benefits and are non-facility based, Attachments A, B, C, F, G, H and I, are allocated based on each city's percentage of all cities' clerical weights.

Those costs which are facility based, Attachments D and E are allocated based on the average of city case filings percentage and city judicial weights percentage per facility.

The tables below describe how this method allocates these costs across each city.

#### Summary of City Case Costs

Total Costs per Summary Exhibit A			Method for Allocation	
			Non-Facility Costs	Facility Costs
Attachment	Item	City Case Costs 2004	Clerical Weights	% Clerical Need/Judicial Weights
A	2004 District Court Program Budget Salaries and Benefits less Probation	2,065,587	\$ 2,065,587	
B	Non-Facility costs/Non-CX overhead costs less probation	354,977	\$ 354,977	
C	Current Expense Overhead	18,067	\$ 18,067	
D	District Court Facilities - Operating and Rent	221,047		\$ 221,047
E	Security Costs per Facility	215,975		\$ 215,975
F	Facilities - Call Center/Payment Center	16,465	\$ 16,465	
G	Reconciliation Costs	823	823	
H	One-Time Technology Costs based on Useful Life (Electronic Court Records)	45,754	\$ 45,754	
I	One-Time Costs for Technology Improvement Projects	16,567	\$ 16,567	
<b>TOTAL CITY CASE COSTS IN 2004:</b>		<b>2,955,263</b>	<b>\$ 2,518,240</b>	<b>\$ 437,022</b>
<b>TOTAL CITY REVENUE IN 2004</b>		<b>3,199,854</b>		

#### City Dedicated Costs

J	Dedicated City space	-	-
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>2,955,263</b>	

City	Non-Facility Costs	Facility Costs	Dedicated Costs*	Total City Case Costs	Total City Revenue	Difference
Beaux Arts	\$ -	\$ -	-	\$ -	\$ -	\$ -
Bellevue	\$ 1,227,258	\$ 86,533	-	\$ 1,313,791	\$ 1,549,008	\$ 235,217
Burien	\$ 180,977	\$ 46,424	-	\$ 227,401	\$ 168,572	\$ (58,829)
Carnation	\$ 18,020	\$ 3,301	-	\$ 21,321	\$ 3,628	\$ (17,693)
Covington	\$ 53,056	\$ 8,674	-	\$ 61,730	\$ 63,169	\$ 1,439
Duvall	\$ 35,364	\$ 5,107	-	\$ 40,471	\$ 32,863	\$ (7,608)
Kenmore	\$ 111,764	\$ 37,197	-	\$ 148,961	\$ 142,019	\$ (6,942)
North Bend	\$ 20,354	\$ 10,497	-	\$ 30,851	\$ 35,819	\$ 4,968
Redmond	\$ 435,344	\$ 93,315	-	\$ 528,659	\$ 552,893	\$ 24,233
Sammamish	\$ 72,100	\$ 23,210	-	\$ 95,310	\$ 122,300	\$ 26,990
Shoreline	\$ 278,817	\$ 98,355	-	\$ 377,172	\$ 377,220	\$ 48
Skykomish	\$ 102	\$ 723	-	\$ 825	\$ 210	\$ (615)
Snoqualmie	\$ 46,811	\$ 16,377	-	\$ 63,188	\$ 68,440	\$ 5,253
Woodinville	\$ 38,272	\$ 7,312	-	\$ 45,584	\$ 83,714	\$ 38,130
<b>Total</b>	<b>\$ 2,518,240</b>	<b>\$ 437,022</b>	<b>\$ -</b>	<b>\$ 2,955,263</b>	<b>\$ 3,199,854</b>	<b>\$ 244,591</b>

Non-Facility City Case Costs

Summary of City Case Costs

Total Costs per Summary Exhibit A			Method for Allocation	
Attachment	Item	City Case Costs 2004	Non-Facility Costs Clerical Weights	Facility Costs % Clerical Need/Judicial Weights
A	2004 District Court Program Budget Salaries and Benefits less Probation	2,065,587	\$ 2,065,587	
B	Non-Facility costs/Non-CX overhead costs less probation	354,977	\$ 354,977	
C	Current Expense Overhead	18,067	\$ 18,067	
D	District Court Facilities - Operating and Rent	221,047		\$ 221,047
E	Security Costs per Facility	215,975		\$ 215,975
F	Facilities - Call Center/Payment Center	16,465	\$ 16,465	
G	Reconciliation Costs	823	823	
H	One-Time Technology Costs based on Useful Life (Electronic Court Records)	45,754	\$ 45,754	
I	One-Time Costs for Technology Improvement Projects	16,567	\$ 16,567	
<b>TOTAL CITY CASE COSTS IN 2004:</b>		<b>2,955,263</b>	<b>\$ 2,518,240</b>	<b>\$ 437,022</b>
<b>TOTAL CITY REVENUE IN 2004</b>		<b>\$ 3,199,854</b>		

City Dedicated Costs

J	Dedicated City space	-		
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>2,955,263</b>		

Clerical Usage

City	Total Weights	Percent of All Cities	Cost Distribution
Beaux Arts	0	0.00%	\$ -
Bellevue	59,933	48.73%	\$ 1,227,258
Burien	8,838	7.19%	\$ 180,977
Carnation	880	0.72%	\$ 18,020
Covington	2,591	2.11%	\$ 53,056
Duvall	1,727	1.40%	\$ 35,364
Kenmore	5,458	4.44%	\$ 111,764
North Bend	994	0.81%	\$ 20,354
Redmond	21,260	17.29%	\$ 435,344
Sammamish	3,521	2.86%	\$ 72,100
Shoreline	13,616	11.07%	\$ 278,817
Skykomish	5	0.00%	\$ 102
Snoqualmie	2,286	1.86%	\$ 46,811
Woodinville	1,869	1.52%	\$ 38,272
<b>Total</b>	<b>122,978</b>	<b>100%</b>	<b>\$ 2,518,240</b>

By Attachment

City	A	B	C	F	G	H	I	Total
Beaux Arts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellevue	\$ 1,006,658	\$ 172,997	\$ 8,805	\$ -	\$ 401	\$ 22,298	\$ 8,074	\$ 1,219,233
Burien	\$ 148,447	\$ 25,511	\$ 1,298	\$ -	\$ 59	\$ 3,288	\$ 1,191	\$ 179,794
Carnation	\$ 14,781	\$ 2,540	\$ 129	\$ -	\$ 6	\$ 327	\$ 119	\$ 17,902
Covington	\$ 43,519	\$ 7,479	\$ 381	\$ -	\$ 17	\$ 964	\$ 349	\$ 52,709
Duvall	\$ 29,007	\$ 4,985	\$ 254	\$ -	\$ 12	\$ 643	\$ 233	\$ 35,133
Kenmore	\$ 91,675	\$ 15,755	\$ 802	\$ -	\$ 37	\$ 2,031	\$ 735	\$ 111,034
North Bend	\$ 16,696	\$ 2,869	\$ 146	\$ -	\$ 7	\$ 370	\$ 134	\$ 20,221
Redmond	\$ 357,091	\$ 61,367	\$ 3,123	\$ -	\$ 142	\$ 7,910	\$ 2,864	\$ 432,498
Sammamish	\$ 59,140	\$ 10,163	\$ 517	\$ -	\$ 24	\$ 1,310	\$ 474	\$ 71,629
Shoreline	\$ 228,700	\$ 39,303	\$ 2,000	\$ -	\$ 91	\$ 5,066	\$ 1,834	\$ 276,994
Skykomish	\$ 84	\$ 14	\$ 1	\$ -	\$ 0	\$ 2	\$ 1	\$ 102
Snoqualmie	\$ 38,397	\$ 6,599	\$ 336	\$ -	\$ 15	\$ 851	\$ 308	\$ 46,505
Woodinville	\$ 31,392	\$ 5,395	\$ 275	\$ -	\$ 13	\$ 695	\$ 252	\$ 38,022
<b>Total</b>	<b>\$ 2,065,587</b>	<b>\$ 354,977</b>	<b>\$ 18,067</b>	<b>\$ -</b>	<b>\$ 823</b>	<b>\$ 45,754</b>	<b>\$ 16,567</b>	<b>\$ 2,518,240</b>

**Facility City Case Costs**

**Summary of City Case Costs**

Total Costs per Summary Exhibit A			Method for Allocation	
Attachment	Item	City Case Costs 2004	Non-Facility Costs	Facility Costs
			Clerical Weights	% Clerical Need/Judicial Weights
A	2004 District Court Program Budget Salaries and Benefits less Probation	2,065,587	\$ 2,065,587	
B	Non-Facility costs/Non-CX overhead costs less probation	354,977	\$ 354,977	
C	Current Expense Overhead	18,067	\$ 18,067	
D	District Court Facilities - Operating and Rent	221,047	\$	221,047
E	Security Costs per Facility	215,975	\$	215,975
F	Facilities - Call Center/Payment Center	16,465	\$ 16,465	
G	Reconciliation Costs	823	823	
H	One-Time Technology Costs based on Useful Life (Electronic Court Records)	45,754	\$ 45,754	
I	One-Time Costs for Technology Improvement Projects	16,567	\$ 16,567	
<b>TOTAL CITY CASE COSTS IN 2004:</b>		<b>2,955,263</b>	<b>\$ 2,518,240</b>	<b>437,022</b>
<b>TOTAL CITY REVENUE IN 2004</b>		<b>\$ 3,199,854</b>		

**City Dedicated Costs**

J	Dedicated City space	-		
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>2,955,263</b>		

**Facility and Security Costs**

Spreading Attachment D and E across each City

City	Clerical Need Percentage			Judicial Need Percentage				Attachment D	Attachment E	
	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract City	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract City	Average of the percent values of the Clerical Need by Facility Method and the Judicial Need by Facility Method:	District Court Facilities - Operating and Rent	Security Costs per Facility	Total per City
Belleve	14.24	100.00%	1.03	100.00%	100.00%	0	86,533	86,533		
Beaux Arts	0.00	0%	0.00	0%	0.00%	0	0	0		
Burien	2.10	100.00%	0.45	100.00%	100.00%	29,838	16,586	46,424		
North Bend	0.24	14.62%	0.05	27.30%	20.96%	7,436	3,061	10,497		
Sammamish	0.84	51.77%	0.08	40.91%	46.34%	16,442	6,768	23,210		
Snoqualmie	0.54	33.81%	0.06	31.79%	32.70%	11,601	4,775	16,377		
Carnation	0.21	3.42%	0.03	2.60%	3.01%	2,034	1,267	3,301		
Duvall	0.41	6.71%	0.03	2.60%	4.65%	3,147	1,960	5,107		
Redmond	5.05	82.59%	0.88	87.45%	85.02%	57,509	35,806	93,315		
Skykomish	0.00	0.02%	0.01	1.30%	0.66%	446	277	723		
Woodinville	0.44	7.26%	0.06	6.06%	6.66%	4,506	2,806	7,312		
Kenmore	1.30	28.81%	0.18	26.27%	27.44%	23,135	14,062	37,197		
Shoreline	3.23	71.39%	0.51	73.73%	72.56%	61,172	37,183	98,355		
Covington	0.82	100.00%	0.14	100.00%	100.00%	3,781	4,893	8,674		
<b>Total</b>							<b>221,047</b>	<b>215,975</b>	<b>437,022</b>	

**County/Other Dedicated Space**

<u>Facility</u>	<u>Sq Footage by facility</u>	<u>Dedicated County/Other Space</u>	<u>Description</u>
Bellevue	-	-	
Burien	11,583	757	County prosecutor occupies two rooms in NW corner of facility. 1070 sf is vacant, previously occupied by County prosecutor. 1891 sf for
Issaquah	15,017	2,961	DC probation. County prosecutor occupies three rooms off the lobby hallway. County public defender, learning disability program, and victim advocate (state cases) occupy three rooms to the right of the main entrance. 981 USF is included for an unused courtroom.
Redmond	11,666	2,001	DC probation occupies several offices off the main lobby hallway. 1020 USF is included for an unused courtroom.
Shoreline	11,524	1,624	Kent municipal court and DC probation occupy space in the Aukeen facility.
Kent	7,055	2,405	
<b>Total</b>	<b><u>56,845</u></b>	<b><u>9,748</u></b>	

Note:

1. As requested, the County can provide drawings of these facilities to illustrate how spaces are allocated.

	Shared Court Costs Year 2002 YTD Revenues			Shared Court Costs Year 2003 YTD Revenues			Shared Court Costs Year 2004 YTD Revenues		
	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion	100% Revenue Collected	75% Revenue Collected - County Portion	25% Revenue Collected - City Portion
Beaux Arts	0	0	0	0	0	0	0	0	0
Bellevue	1,839,222	1,379,416	459,805	1,830,902	1,373,176	457,725	1,549,008	1,161,756	387,252
Burien	156,819	117,614	39,205	183,311	137,483	45,828	163,572	126,429	42,143
Carnation	16,088	12,066	4,022	7,799	5,849	1,950	3,628	2,721	907
Covington	76,028	51,403	19,007	93,175	69,882	23,294	69,169	47,977	15,792
Duvall	57,558	43,168	14,389	48,503	36,377	12,126	32,863	24,647	8,216
Issaquah	147,082	110,312	36,771	176,511	132,383	44,128	173,886	130,415	43,472
Kenmore	198,934	149,200	49,733	155,493	116,620	38,873	142,049	106,514	35,505
Mercer Island	225,577	169,182	56,394	206,461	154,845	51,615	147,572	110,679	36,893
Newcastle	26,465	19,849	6,616	24,853	18,640	6,213	38,091	28,569	9,523
Normandy Park	46,543	34,908	11,636	45,104	33,828	11,276	43,433	32,574	10,858
North Bend	22,556	16,917	5,639	28,893	21,670	7,223	35,819	26,864	8,955
Redmond	705,471	529,103	176,368	679,338	509,503	169,834	552,893	414,669	138,223
Sammamish	141,588	106,191	35,397	136,743	102,557	34,186	122,300	91,725	30,575
Shoreline	422,625	316,968	105,656	495,332	371,499	123,833	377,220	282,915	94,305
Skykomish				1,372	1,029	343	210	158	53
Snoqualmie	74,456	55,842	18,614	81,012	60,759	20,253	68,440	51,330	17,110
Woodinville	115,261	86,446	28,815	99,180	74,385	24,795	83,744	62,785	20,928
	<b>4,272,273</b>	<b>3,198,586</b>	<b>1,068,068</b>	<b>4,293,981</b>	<b>3,220,486</b>	<b>1,073,495</b>	<b>3,602,836</b>	<b>2,702,127</b>	<b>900,709</b>
Total City Revenue	<b>4,272,273</b>			<b>4,293,981</b>			<b>3,602,836</b>		
Less non-contract cities	<b>-147,082</b>			<b>-176,511</b>			<b>-402,982</b>		
Total Contract City Revenue	<b>4,125,191</b>			<b>4,117,470</b>			<b>3,199,854</b>		

**2005 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE**

	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Aug
<b>JURISDICTION</b>												
State/County	45,692	1,886	2,783	923	3,774	1,460	15,773	4,782	604	5,508	3,018	86,203
Vashon Island	134	3	8	2	6	0	0	0	0	0	90	243
<b>Total State/County</b>	<b>45,826</b>	<b>1,889</b>	<b>2,791</b>	<b>925</b>	<b>3,780</b>	<b>1,460</b>	<b>15,773</b>	<b>4,782</b>	<b>604</b>	<b>5,508</b>	<b>3,108</b>	<b>86,446</b>
Beaux Arts	0	0	0	0	0	0	0	0	0	0	0	0
Bellevue	14,567	70	163	263	814	0	0	0	0	0	5,032	20,909
Burien	1,147	19	70	111	400	0	0	0	0	0	171	1,918
Carnation	224	0	3	2	17	0	0	0	0	0	9	255
Covington	350	14	10	47	93	0	0	0	0	0	200	714
Duvall	444	0	7	12	21	0	0	0	0	0	40	524
Issaquah	69	0	0	0	4	0	0	0	0	0	6	79
Kenmore	1,105	14	35	46	138	0	0	0	0	0	155	1,493
Mercer Island	10	0	0	0	0	0	0	0	0	0	0	10
Newcastle	17	0	0	0	0	0	0	0	0	0	0	17
Normandy Park	4	0	0	0	0	0	0	0	0	0	0	4
North Bend	185	0	2	7	39	0	0	0	0	0	12	245
Redmond	4,354	27	133	259	441	0	0	0	0	0	773	5,987
Sammamish	636	48	21	20	116	0	0	0	0	0	103	944
Shoreline	2,777	44	83	109	363	0	0	0	0	0	228	3,604
Skykomish	1	1	0	0	0	0	0	0	0	0	0	2
Snoqualmie	386	4	40	17	63	0	0	0	0	0	17	527
Woodinville	288	2	17	17	64	0	0	0	0	0	119	507
<b>Total Contract Cities</b>	<b>26,564</b>	<b>243</b>	<b>584</b>	<b>910</b>	<b>2,573</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,865</b>	<b>37,739</b>
<b>Total KCDC</b>	<b>72,390</b>	<b>2,132</b>	<b>3,375</b>	<b>1,835</b>	<b>6,353</b>	<b>1,460</b>	<b>15,773</b>	<b>4,782</b>	<b>604</b>	<b>5,508</b>	<b>9,973</b>	<b>124,185</b>

**2005 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE**

	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Aug
<b>WEIGHTS - CLERICAL</b>	<b>3</b>	<b>2</b>	<b>10</b>	<b>8</b>	<b>9</b>	<b>4</b>	<b>7</b>	<b>6</b>	<b>8</b>	<b>2</b>	<b>1</b>	
<b>JURISDICTION</b>												
State/County	137,076	3,772	27,830	7,384	33,966	5,840	110,411	28,692	4,832	11,016	3,018	373,837
Vashon Island	402	6	80	16	54	0	0	0	0	0	90	648
<b>Total State/County</b>	<b>137,478</b>	<b>3,778</b>	<b>27,910</b>	<b>7,400</b>	<b>34,020</b>	<b>5,840</b>	<b>110,411</b>	<b>28,692</b>	<b>4,832</b>	<b>11,016</b>	<b>3,108</b>	<b>374,485</b>
Beaux Arts	0	0	0	0	0	0	0	0	0	0	0	0
Bellevue	43,701	140	1,630	2,104	7,326	0	0	0	0	0	5,032	59,933
Burien	3,441	38	700	888	3,600	0	0	0	0	0	171	8,838
Carnation	672	0	30	16	153	0	0	0	0	0	9	880
Covington	1,050	28	100	376	837	0	0	0	0	0	200	2,591
Duvall	1,332	0	70	96	189	0	0	0	0	0	40	1,727
Issaquah	207	0	0	0	36	0	0	0	0	0	6	249
Kenmore	3,315	28	350	368	1,242	0	0	0	0	0	155	5,458
Mercer Island	30	0	0	0	0	0	0	0	0	0	0	30
Newcastle	51	0	0	0	0	0	0	0	0	0	0	51
Normandy Park	12	0	0	0	0	0	0	0	0	0	0	12
North Bend	555	0	20	56	351	0	0	0	0	0	12	994
Redmond	13,062	54	1,330	2,072	3,969	0	0	0	0	0	773	21,260
Sammamish	1,908	96	210	160	1,044	0	0	0	0	0	103	3,521
Shoreline	8,331	88	830	872	3,267	0	0	0	0	0	228	13,616
Skykomish	3	2	0	0	0	0	0	0	0	0	0	5
Snouqualmie	1,158	8	400	136	567	0	0	0	0	0	17	2,286
Woodinville	864	4	170	136	576	0	0	0	0	0	119	1,869
<b>Total Contract Cities</b>	<b>79,692</b>	<b>486</b>	<b>5,840</b>	<b>7,280</b>	<b>23,157</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6,865</b>	<b>123,320</b>
	<b>217,170</b>	<b>4,264</b>	<b>33,750</b>	<b>14,680</b>	<b>57,177</b>	<b>5,840</b>	<b>110,411</b>	<b>28,692</b>	<b>4,832</b>	<b>11,016</b>	<b>9,973</b>	<b>497,805</b>

KING COUNTY DISTRICT COURT JUDICIAL ALLOCATION 2004							
Judicial Allocation for KC Infractions	Judicial Allocation for KC Criminal	Judicial Allocation for KC Civil	Judicial Allocation for Special Assignment	City Judicial Allocation	KCDC Ex Parte Allocation	Total Judicial Allocation	
<b>JURISDICTION</b>							
King County - Bellevue	0.60	0.98	0.00	0.00		0.07	1.65
Beaux Arts					0.00	0.00	0.00
Bellevue					0.99	0.04	1.03
Mercer Island					0.00	0.00	0.00
Newcastle					0.00	0.00	0.00
<b>Total Bellevue</b>	<b>0.60</b>	<b>0.98</b>	<b>0.00</b>	<b>0.00</b>	<b>0.99</b>	<b>0.11</b>	<b>2.68</b>
King County - Issaquah	0.38	0.58	0.71	0.48		0.09	2.23
Issaquah					0.00	0.00	0.00
North Bend					0.05	0.00	0.05
Sammamish					0.08	0.00	0.08
Snoqualmie					0.06	0.00	0.06
<b>Total Issaquah</b>	<b>0.38</b>	<b>0.58</b>	<b>0.71</b>	<b>0.48</b>	<b>0.18</b>	<b>0.10</b>	<b>2.43</b>
King County - Redmond	0.55	1.12	0.14	0.50		0.10	2.40
Carnation					0.03	0.00	0.03
Duvall					0.03	0.00	0.03
Redmond					0.84	0.03	0.88
Skykomish					0.01	0.00	0.01
Woodinville					0.06	0.00	0.06
<b>Total Redmond</b>	<b>0.55</b>	<b>1.12</b>	<b>0.14</b>	<b>0.50</b>	<b>0.96</b>	<b>0.14</b>	<b>3.40</b>
King County - Shoreline	0.40	0.85	0.08	0.00		0.05	1.38
Kenmore					0.18	0.01	0.18
Shoreline					0.49	0.02	0.51
<b>Total Shoreline</b>	<b>0.40</b>	<b>0.85</b>	<b>0.08</b>	<b>0.00</b>	<b>0.67</b>	<b>0.08</b>	<b>2.08</b>
<b>Total East Division</b>	<b>1.93</b>	<b>3.53</b>	<b>0.93</b>	<b>0.98</b>	<b>2.61</b>	<b>0.42</b>	<b>10.59</b>
King County - Burien	0.68	1.83	0.05	0.50		0.13	3.19
Burien					0.43	0.02	0.45
Normandy Park					0.00	0.00	0.00
<b>Total Burien</b>	<b>0.68</b>	<b>1.83</b>	<b>0.05</b>	<b>0.50</b>	<b>0.43</b>	<b>0.14</b>	<b>3.63</b>
King County - Kent	0.10	1.59	0.60	2.70		0.21	5.20
Covington					0.14	0.01	0.14
<b>Total Kent</b>	<b>0.10</b>	<b>1.59</b>	<b>0.60</b>	<b>2.70</b>	<b>0.14</b>	<b>0.21</b>	<b>5.35</b>
<b>Total South Division</b>	<b>0.78</b>	<b>3.42</b>	<b>0.65</b>	<b>3.20</b>	<b>0.67</b>	<b>0.36</b>	<b>8.98</b>
King County - Seattle	0.10	0.81	1.37	1.72		0.17	4.17
<b>Total Seattle Division</b>	<b>0.10</b>	<b>0.81</b>	<b>1.37</b>	<b>1.72</b>	<b>0.00</b>	<b>0.17</b>	<b>4.17</b>
<b>Total KCDC</b>	<b>2.80</b>	<b>7.76</b>	<b>2.97</b>	<b>6.90</b>	<b>3.37</b>	<b>0.94</b>	<b>23.75</b>

This sheet has been modified to reflect the metho

2.48 |

	KCDC Allocation	Jury Allocation	Add Ex Parte KCDC	Total Assigned to City Contract
Covington	0.11	0.03	0.00	0.14
Bellevue	0.83	0.17	0.03	1.03
Beaux Arts	0.00	0.00	0.00	0.00
Mercer Island				0.00
Issaquah				0.00
North Bend	0.03	0.03	0.00	0.05
Sammamish	0.05	0.03	0.00	0.08
Snoqualmie	0.05	0.01	0.00	0.06
Carnation	0.03	0.00	0.00	0.03
Duvall	0.03	0.00	0.00	0.03
Redmond	0.78	0.07	0.03	0.87
Skykomish	0.01	0.00	0.00	0.01
Woodinville	0.05	0.01	0.00	0.06
Newcastle				0.00
Kenmore	0.13	0.05	0.01	0.18
Shoreline	0.43	0.07	0.02	0.51
Burien	0.39	0.04	0.02	0.45
Normandy Park				0.00
<b>Total</b>	<b>2.89</b>	<b>0.49</b>	<b>0.12</b>	<b>3.49</b>

Location	KCDC Ex Parte Program	Allocation Need
KCD	Ex Parte	0.94
	Total	0.94
		4.13%

Special Assignment Judges	
DWLS Court Burien	0.50
DWLS Court Seattle	0.25
MH Court	0.35
DV Court Redmond	0.50
DV Court RJC	1.00
Old city work done by King count	0.48
Superior Court Assistance	1.20
Jail/Felony/Expediteds RJC	0.50
Jail/Felony/Expediteds Seattle	1.00
Inquests	0.12
<b>Total</b>	<b>5.90</b>

\*NOTE: AOC Judge need projected for 2004 based on 1999-2003 data is 22.30 judges



2005 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION								
	Total 118.24	Caseload Weight	% of Weight	% of 118.24 Clerk FTEs	Passport FTEs	Specialty FTEs	Centralized FTEs	Total Allocation
<b>JURISDICTION</b>								
State/County	373,837		75.10%	88.80	2.51	12.25	11.26	114.82
Vashon Island	648		0.13%	0.15			0.02	0.17
<b>Total State/County</b>	<b>374,485</b>		<b>75.23%</b>	<b>88.95</b>	<b>2.51</b>	<b>12.25</b>	<b>11.28</b>	<b>114.99</b>
Beaux Arts	0		0.00%	0.00			0.00	0.00
Bellevue	59,933		12.04%	14.24			1.81	16.04
Burien	8,838		1.78%	2.10			0.27	2.37
Carnation	880		0.18%	0.21			0.03	0.24
Covington	2,591		0.52%	0.62			0.08	0.69
Duvall	1,727		0.35%	0.41			0.05	0.46
Issaquah	249		0.05%	0.06			0.01	0.07
Kenmore	5,458		1.10%	1.30			0.16	1.46
Mercer Island	30		0.01%	0.01			0.00	0.01
Newcastle	51		0.01%	0.01			0.00	0.01
Normandy Park	12		0.00%	0.00			0.00	0.00
North Bend	994		0.20%	0.24			0.03	0.27
Redmond	21,260		4.27%	5.05			0.64	5.69
Sammamish	3,521		0.71%	0.84			0.11	0.94
Shoreline	13,616		2.74%	3.23			0.41	3.64
Skykomish	5		0.00%	0.00			0.00	0.00
Snoqualmie	2,286		0.46%	0.54			0.07	0.61
Woodinville	1,869		0.38%	0.44			0.06	0.50
<b>Total Contract Cities</b>	<b>123,320</b>		<b>24.77%</b>	<b>29.29</b>	<b>0.00</b>	<b>0.00</b>	<b>3.72</b>	<b>33.01</b>
	<b>497,805</b>		<b>100.00%</b>	<b>118.24</b>	<b>2.51</b>	<b>12.25</b>	<b>15.00</b>	<b>148.00</b>

PASSPORT FEES PROJECTED 2005				
Court	Dollars	Passports issued	Clerk Minutes	Clerk Value
Total Dollars	480,476	16,016	213,331	2.51
Passport Fee is \$30				
Clerk Minutes per passport is 13.32				
Clerk Minutes per year is 85,006.56				

SPECIALTY FTEs		
Court	Program	Clerks
Kent	DV Court	2.25
Seattle	DV Court	1.75
Seattle	DWLS Court	0.75
RJC	Jail	2.00
Seattle	Jail	2.00
Burien	DWLS Court	1.50
Seattle	MH Court	1.00
Kent	Video Clerk	1.00
		12.25

Total FTEs as Clerks	148.00
Passport Clerks	2.51
Specialty FTEs	12.25
Centralized FTEs	15.00
Clerks by %	118.24

Clerks at Location	
Bellevue	18.00
Burien	20.50
Issaquah	13.50
Kent	15.50
Redmond	22.00
RJC	9.00
Seattle	21.00
Shoreline	12.50
Call Center	11.00
Payment Ctr	5.00
Total	148.00

CENTRALIZED FTEs		
Court	Program	Clerks
OPJ	Payment Ctr	4.00
OPJ	SPT/Phones	11.00
		15.00

**FACILITY RATES**

<b>Burien, Kent, Redmond, Shoreline, and Support Services Facility Rates</b>							
	FMD RATE	Capped Rate	Inflation multiplier	Contract Rate*	Rent	Escalation Rate	Total Facility Charge
2007	12.65	12.65		12.65	11.80	2%	24.45
2008		13.03	1.030	-	12.04	2%	12.04
2009		13.42	1.061	-	12.28	2%	12.28
2010	This rate is a placeholder pending calculation in accordance with Exhibit B.	13.83	1.093	-	12.52	2%	12.52
2011		14.24	1.126	-	12.77	2%	12.77
2012		14.66	1.159	-	13.03	2%	13.03
2013		15.10	1.194	-	13.29	2%	13.29
2014		15.56	1.230	-	13.55	2%	13.55
2015		16.03	1.267	-	13.83	2%	13.83
2016		16.51	1.305	-	14.10	2%	14.10

Footnote:

\* Per Exhibit B, the rate each year following 2007 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the inflation multiplier.

<b>Issaquah Facility Rate</b>						
	FMD RATE	Capped Rate	Inflation multiplier	Contract Rate*	Lease	Total Facility Charge
2007	12.65	12.65		12.65	17.00	29.65
2008		13.03	1.030	-	17.51	17.51
2009		13.42	1.061	-	18.04	18.04
2010	This rate is a placeholder pending calculation in accordance with Exhibit C.	13.83	1.093	-	18.58	18.58
2011		14.24	1.126	-	19.13	19.13
2012		14.66	1.159	-	19.71	19.71
2013		15.10	1.194	-	20.30	20.30
2014		15.56	1.230	-	20.91	20.91
2015		16.03	1.267	-	21.54	21.54
2016		16.51	1.305	-	22.18	22.18

Footnote:

\* Per Exhibit C, the rate each year following 2007 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the inflation multiplier.

Exhibit B  
 Annual Facility Charges for District Court Facilities  
 In the Cities of Burien, Kent, Redmond, and Shoreline

This Exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the calculation of annual facility charges for existing District Court facilities in the cities of Burien, Kent, Redmond, and Shoreline at commencement of this Agreement.

1. Beginning in 2007 and continuing through 2016, the annual facility charge is the net rentable square footage in each facility pursuant to Section 3.2 multiplied by the rate per square foot. The rate per square foot is the sum of the rate for Operations and Maintenance (Paragraph #2) and the Rental rate (Paragraph #3).
2. King County's Facilities Management Division determines the cost per square foot for Operations and Maintenance for facilities owned and maintained by the County. The Facilities Management Division will provide the rate for Operations and Maintenance for the next calendar year for each applicable District Court facility by September of each year. For the purposes of this Agreement, the rate provided will exclude any adjustment for restoring the division's fund balance reserve. For 2007, the rate is \$12.65 or the actual rate provided by the Facilities Management Division, whichever is less. The rate each year thereafter is the lesser amount between the actual rate provided by the Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the multiplier for the corresponding year shown in the following table.

	2008	2009	2010	2011	2012	2013	2014	2015	2016
Inflation	3%	3%	3%	3%	3%	3%	3%	3%	3%
Multiplier	1.030	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305

3. The Rent beginning in 2007 shall be \$11.80 per square foot. This rate will be increased by 2% per year for nine years thereafter.
4. Beginning in July 2014 and ending no later than March 31, 2015, the Cities and the County shall determine a methodology for an annual facility charge for existing facilities referenced in this exhibit for 2017 and subsequent years. This methodology shall take into account a reasonable fair market value for existing court facilities.

Exhibit C  
Annual Facility Charges for the District Court Facility in the City of Issaquah

This Exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the calculation of the annual facility charge for the existing District Court facility in the city of Issaquah at commencement of this Agreement.

1. Beginning in 2007 and continuing through 2016, the annual facility charge for the existing Issaquah facility is the net square footage pursuant to Section 3.2 multiplied by a rate per square foot. The rate per square foot is the sum of the rate for Operations and Maintenance (Paragraph #2) and the Lease rate (Paragraph #3).
2. King County's Facilities Management Division determines the cost per square foot for Operations and Maintenance for facilities owned and maintained by the County. The Facilities Management Division will provide the rate for Operations and Maintenance for the next calendar year for each applicable District Court facility by September of each year. For the purposes of this Agreement, the rate provided will exclude any adjustment for rebuilding the division's fund balance reserve. For 2007, the rate is \$12.65 or the actual rate provided by the Facilities Management Division, whichever is less. The rate each year thereafter is the lesser amount between the actual rate provided by the Facilities Management Division and the capped rate determined by multiplying the 2007 rate by the multiplier for the corresponding year shown in the following table 3.

	2008	2009	2010	2011	2012	2013	2014	2015	2016
Inflation	3%	3%	3%	3%	3%	3%	3%	3%	3%
Multiplier	1.03	1.061	1.093	1.126	1.159	1.194	1.230	1.267	1.305

3. The Lease rate is based on the County's annual amortized lease cost for the Issaquah facility reduced for the amortized amount of the residual value of the facility and land. Attachment 1 to this Exhibit shows the methodology for this calculation including the final negotiated lease rate (Option C). The final negotiated lease rate, which is shown below, is calculated based on a 3% annual escalation factor and includes major maintenance.

<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
\$17.00	\$17.51	\$18.04	\$18.58	\$19.13
<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
\$19.71	\$20.30	\$20.91	\$21.54	\$22.18

4. Beginning in July 2014 and ending no later than March 31, 2015, the Cities and the County shall determine a methodology for an annual facility charge for existing facilities referenced in this exhibit for 2017 and subsequent years. For 2017, 2018, and 2019, this methodology shall be consistent with the lease methodology in Attachment 1 to this Exhibit. For 2020 and thereafter, this methodology shall take into account a reasonable fair market value for existing court facilities.

**Attachment 1 to Exhibit C**

**District Court Issaquah Facility Lease Model**

Real Discount rate=	5.0%	<i>This compares to 5% in standard analysis for KC Real Estate lease vs purchase buildings</i>
Land Value	\$908,000	
Building Value	\$4,992,000	
Depreciable Life of Building	50	
Building's Square Feet	16,642	
Base Year	2000	
Number of Years For Analysis	20	
Escalating payment beginning in year	2007	
Payment escalator rate	3.0%	
Land Value apprec	4.00%	
Building Value apprec	3.00%	

Residual Value - On a Market Value Basis

20 year

Year	Building	Accumulated Depreciation	Net Building value	Land	Total	Standard Payment	Std Rate	Annual Residual Credit	Revised Payment	OPTION A - No residual rate	OPTION B - No residual & Escalating payment	Total Reduction from Std	OPTION C - Option B plus major maintenance	
1	2000	\$5,141,760	\$102,835	\$5,038,925	\$944,320	\$5,983,245	\$626,196	159,022	9.56	\$467,174	\$28.07	\$28.07		
2	2001	\$5,296,013	\$211,841	\$5,084,172	\$982,093	\$6,066,265	\$479,490	159,022	9.56	\$320,468	\$19.26	\$19.26		
3	2002	\$5,454,893	\$327,294	\$5,127,600	\$1,021,377	\$6,148,976	\$481,700	159,022	9.56	\$322,678	\$19.39	\$19.39		
4	2003	\$5,618,540	\$449,483	\$5,169,057	\$1,062,232	\$6,231,288	\$483,315	159,022	9.56	\$324,293	\$19.49	\$19.49		
5	2004	\$5,787,096	\$578,710	\$5,208,387	\$1,104,721	\$6,313,107	\$479,428	159,022	9.56	\$320,406	\$19.25	\$19.25		
6	2005	\$5,960,709	\$715,285	\$5,245,424	\$1,148,910	\$6,394,334	\$480,113	159,022	9.56	\$321,091	\$19.29	\$19.29		
7	2006	\$6,139,530	\$859,534	\$5,279,996	\$1,194,866	\$6,474,862	\$480,153	159,022	9.56	\$321,131	\$19.30	\$19.30		
8	2007	\$6,323,716	\$1,011,795	\$5,311,922	\$1,242,661	\$6,554,582	\$479,653	159,022	9.56	\$320,631	\$19.27	\$16.56	(\$12.26)	\$17.00
9	2008	\$6,513,428	\$1,172,417	\$5,341,011	\$1,292,367	\$6,633,378	\$483,603	159,022	9.56	\$324,581	\$19.50	\$17.27	(\$11.79)	\$17.51
10	2009	\$6,708,831	\$1,341,766	\$5,367,064	\$1,344,062	\$6,711,126	\$481,640	159,022	9.56	\$322,618	\$19.39	\$17.68	(\$11.26)	\$18.04
11	2010	\$6,910,095	\$1,520,221	\$5,389,874	\$1,397,824	\$6,787,699	\$483,958	159,022	9.56	\$324,936	\$19.53	\$18.34	(\$10.74)	\$18.58
12	2011	\$7,117,398	\$1,708,176	\$5,409,223	\$1,453,737	\$6,862,960	\$480,158	159,022	9.56	\$321,136	\$19.30	\$18.67	(\$10.18)	\$19.13
13	2012	\$7,330,920	\$1,906,039	\$5,424,881	\$1,511,887	\$6,936,768	\$480,588	159,022	9.56	\$321,566	\$19.32	\$19.25	(\$9.62)	\$19.71
14	2013	\$7,550,848	\$2,114,237	\$5,436,610	\$1,572,362	\$7,008,973	\$479,988	159,022	9.56	\$320,966	\$19.29	\$19.79	(\$9.05)	\$20.30
15	2014	\$7,777,373	\$2,333,212	\$5,444,161	\$1,635,257	\$7,079,418	\$483,328	159,022	9.56	\$324,306	\$19.49	\$20.60	(\$8.44)	\$20.91
16	2015	\$8,010,695	\$2,563,422	\$5,447,272	\$1,700,667	\$7,147,939	\$480,508	159,022	9.56	\$321,486	\$19.32	\$21.03	(\$7.84)	\$21.54
17	2016	\$8,251,015	\$2,805,345	\$5,445,670	\$1,768,694	\$7,214,364	\$481,758	159,022	9.56	\$322,736	\$19.39	\$21.75	(\$7.20)	\$22.18
18	2017	\$8,498,546	\$3,059,477	\$5,439,069	\$1,839,441	\$7,278,511	\$481,810	159,022	9.56	\$322,788	\$19.40	\$22.40	(\$6.55)	\$22.85
19	2018	\$8,753,502	\$3,326,331	\$5,427,171	\$1,913,019	\$7,340,190	\$480,645	159,022	9.56	\$321,623	\$19.33	\$22.99	(\$5.89)	\$23.53
20	2019	\$9,016,107	\$3,606,443	\$5,409,664	\$1,989,540	\$7,399,204	\$483,460	159,022	9.56	\$324,438	\$19.50	\$23.89	(\$5.16)	\$24.24
						NPV	\$4,806,081	\$1,544,026	\$3,262,055	196.0	196.0			
						Residual Values End of 20 PV	Building \$1,128,859	Land \$415,166	Total \$1,544,026		151.9	151.9		

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Exhibit D  
One-Time Costs for Technology Improvement Projects

This exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City. The terms and conditions described in this Exhibit are a further description of the obligations of the parties regarding the one-time costs for technology improvement projects.

1. The District Court shall present its five-year technology plan and annual update to the DCMRC beginning in 2007. The technology plan shall be consistent with the Technology Plan Template published by the King County Office of Information and Resource Management. The technology plan shall describe the projected business needs of the District Court, assess the ability of current technology systems to meet these needs, and outline overall technology strategies and potential projects to support the projected business needs of the District Court. The District Court shall present the business case for each proposed technology improvement project. The business case shall identify: (1) capital, operations and maintenance costs for each technology improvement project, (2) the benefits to the court system and users, and (3) potential impacts to cities associated with implementing each technology improvement project. The Cities shall have an opportunity to provide input on the five-year technology plan and business cases for proposed technology improvement projects. One-time costs for technology improvement projects shall be identified separately from operating and capital costs as part of reconciliation.
2. For 2007, 2008, and 2009 only, the amount of Cities' annual contribution to the reserve (sinking fund) for funding their share of the one-time costs for technology improvement projects shall be equivalent to the Cities' share of \$100,000. Beginning in 2010, the amount of their annual contribution shall be equivalent to the Cities' share of \$300,000. The Cities' share is defined as the multiplier calculated in Attachment A of Exhibit A (percentage of salaries and benefits for contract cities).
3. The Cities' contribution would be adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of \$900,000 increased by 2% per year beginning in 2008. Annually, the net interest earnings attributable to the balance of funds in the Cities' reserve shall accrue to their reserve.
4. Funds from the reserve shall not be used until a business case for the technology improvement project has been presented to the DCMRC and the technology improvement project has been implemented. The amount of funds used for any one project shall be based on the Cities' share. If the funds in the reserve are not sufficient to cover the Cities' share of an implemented technology improvement project, the contributions of Cities to the reserve fund in subsequent years may be used to cover this shortfall.
5. If this Agreement is terminated, the City shall receive its portion of the reserve remaining on January 1<sup>st</sup> following the date of termination.

**2007-City/County District Court ILA  
Section-by-Section Summary of Terms  
November 16, 2005**

Section	Summary
<b>1.0 - Term</b>	
1.0 - Term	<ul style="list-style-type: none"> <li>• Effective date – January 1, 2007</li> <li>• Initial 5-year term (2007-2011)</li> <li>• Automatic extensions for two additional 5-year terms, unless terminated (2012-2016; 2017-2021)</li> <li>• Termination – allowed only at the end of a five year term with written notice provided no later than 18 months prior to end of term</li> </ul>
<b>2.0 Services; Oversight Committee</b>	
2.1 – Services Defined	<ul style="list-style-type: none"> <li>• No material change from existing agreement <ul style="list-style-type: none"> <li>• All case processing and management functions related to municipal cases are to be provided by the Court</li> </ul> </li> </ul>
2.2 – GR-29	<ul style="list-style-type: none"> <li>• New sub-section added to recognize authority of the Presiding Judge and Division Presiding Judge to make management and administration decisions as provided by GR-29 (court rules)</li> </ul>
2.2.1 – Case Processing and Management	<ul style="list-style-type: none"> <li>• Existing agreement outlines case processing and management responsibilities of the County and court. Minor modification to this section to clarify that contract prosecutors need to sign DOL confidentiality agreements to receive abstracts of driving records.</li> </ul>
2.2.2 – Changes in Court Processing	<ul style="list-style-type: none"> <li>• Modified from existing agreement to require Court to notify cities 2 months in advance of proposed changes to court processing procedures if they directly impact cities. Presiding Judge allowed to shorten notice time if deemed necessary.</li> </ul>
2.2.3 – Customer Service Standards	<ul style="list-style-type: none"> <li>• Added new language to require Court to provide a means for public to access the Court by telephone including ability to transfer directly to a particular facility if requested. District Court Management Review Committee (DCMRC) is responsible for developing performance measures and standards for telephone and front counter access, including reporting requirements.</li> </ul>
2.2.4 – Probation Services	<ul style="list-style-type: none"> <li>• Remained primarily the same as existing agreement, although new language added to clarify that cities' have the option to provide their own probation services and cities must notify the County 6 months prior to the effective date of the Agreement or 6 months prior to January 1<sup>st</sup> of the year probation services are not desired.</li> </ul>
2.2.5 – Purchase of Additional Services	<ul style="list-style-type: none"> <li>• No changes to existing agreement. Cities may purchase additional court services such as drug court, mental health or re-licensing, from the County if desired.</li> </ul>
2.2.6 – Regular Calendars	<ul style="list-style-type: none"> <li>• Added a definition of Regular Calendars (recurring court calendar which requires the attendance of the City prosecutor, public defender or police officers)</li> <li>• Requires City's mutual consent to set a Regular Calendar on any day other than what is specified in the Agreement. Intended effect is to limit changes to Regular Calendars unless a city approves of the change.</li> </ul>
2.2.7 – Judicial Services	<ul style="list-style-type: none"> <li>• Added new language to allow cities' the option to select a pool of judges to hear their cases. The pool cannot be less than 75% of the judges elected or appointed to the judicial district where the facility a city uses is located. The effect is that if a city (or cities) does not want certain judges to hear their regular cases, the city can exclude them from their pool.</li> </ul>

Section	Summary
	<ul style="list-style-type: none"> <li>• Cities using the same facility must agree on one common pool.</li> <li>• Only judges from the pool can hear Regular Calendars unless the Chief Presiding Judge deems an alternative assignment is necessary.</li> </ul>
2.2.8 – County to provide necessary personnel	<ul style="list-style-type: none"> <li>• No change from current agreement. It is the County’s responsibility to provide equipment, personnel and facilities to perform the services in a timely manner.</li> </ul>
<b>2.3 – District Court Management Review Committee (DCMRC)</b>	
2.3.1 – DCMRC	<ul style="list-style-type: none"> <li>• The intent is for the DCMRC to function as a forum for discussion and resolution of systemwide issues. DCMRC makes recommendations and/or guidelines.</li> <li>• Modified DCMRC to add other members of the Court staff</li> <li>• Modified DCMRC to allow each city to have a representative on the committee (instead of current limit of 7 city representatives)</li> <li>• Cities required to notify the Presiding Judge of name, phone #, e-mail &amp; postal address where notices sent.</li> <li>• The Presiding Judge is responsible for scheduling meetings.</li> </ul>
2.3.2 – DCMRC Decisions and meetings	<ul style="list-style-type: none"> <li>• DCMRC makes decisions upon mutual agreement of cities &amp; the County.</li> <li>• Mutual agreement of cities is defined as: agreement of cities representing 65% of city case filings for the previous year and 65% of the contract cities. Cities not present at meetings can provide input up to 45 days after DCMRC meeting.</li> </ul>
2.3.3 and 2.3.4– Duties of DCMRC	<ul style="list-style-type: none"> <li>• No material change to current agreement. DCMRC ensures annual reconciliation is completed. Can make system recommendations. Added new task to develop phone performance measures and standards.</li> </ul>
2.4– Court Facility Management Review Committee (CFMRC)	<ul style="list-style-type: none"> <li>• No material change to current agreement. Cities must provide the Presiding Judge with names and addresses of who should receive notice of CFMRC meetings.</li> </ul>
<b>3.0 – Facilities</b>	
3.1.1 – Current facilities	<ul style="list-style-type: none"> <li>• County shall operate a court facility within the cities of Burien, Kent, Redmond and Shoreline unless those cities leave the District Court system and then the County may unilaterally choose to close the facility.</li> </ul>
3.1.2, 3.1.3 and 3.1.4– Relocating a facility within the same city (3.1.4 relates only to Issaquah, but terms are the same)	<ul style="list-style-type: none"> <li>• If the County decides to close and relocate a court within the same city for health/safety reasons or because the facility is coming to the end of its useful life, cities will have the option to work with the County to determine the acceptability of a new facility or location for services.</li> <li>• If the cities and County cannot agree on a new location/facility, the County and any cities served in the facility can terminate the agreement no earlier than 36 months after the County’s notice of their decision to close and relocate the facility.</li> </ul>
3.1.5 - Aukeen	<ul style="list-style-type: none"> <li>▪ The County may relocate the facilities currently provided at the Aukeen court (Kent) to the Regional Justice Center.</li> </ul>
3.1.6 – Annual Facility Charges	<ul style="list-style-type: none"> <li>• For facilities in Burien, Kent, Redmond and Shoreline, the annual facility charges shared by cities covers facility operations, daily maintenance, major maintenance, capital improvements and other costs necessary to maintain existing facilities.</li> <li>• Payments by cities do not entitle the cities to any funds or credit toward replacement of the facility.</li> <li>• The annual charge is included as a reimbursable cost except space dedicated for sole use of the County or a city is excluded from the total square footage used to calculate the annual charge. Dedicated space used by a city is charged at the same rate through a separate agreement with the County.</li> </ul>



Section	Summary
	<ul style="list-style-type: none"> <li>• The annual rate is provided in Exhibit D (no more than \$24.45/sf in 2007).</li> <li>• Only cities using each facility will share in the city cost for that facility.</li> <li>• The city cost for each facility is calculated the same as the current Agreement -based on the percentage of the average of city caseload at the facility (weighted clerical caseload) and judicial need ( calendars) to the total.</li> </ul>
3.1.7 - Issaquah	<ul style="list-style-type: none"> <li>▪ Because Issaquah is a newer facility and higher cost to the County, the Issaquah charges are different than the other facilities.</li> <li>▪ The annual rate is provided in Exhibit D (no more than \$29.65/sf in 2007)</li> </ul>
3.1.8 – Charges for Call center and Payment Center	<ul style="list-style-type: none"> <li>▪ All cities will share in paying the cities’ share of cost for the payment center and call center.</li> <li>▪ The cities’ share of cost will be determined by calculating the square footage cost (same as provided in 3.1.6) and applying the multiplier in Attachment A (percent of salaries and benefits attributable to city cases).</li> </ul>
3.2 –Bellevue Court	<ul style="list-style-type: none"> <li>▪ Provides set timeframe for Bellevue and the County to enter into a separate agreement to determine the future location of the Bellevue District Court.</li> <li>▪ The separate agreement will provide for the location of a court within the city of Bellevue, cost sharing responsibilities, ownership, implementation schedule etc.</li> <li>▪ The initial steps include Bellevue and the County working together to conduct a market analysis and identify facility options by April 30, 2006.</li> <li>▪ The County and Bellevue must enter into negotiations for the separate agreement by July 1, 2006.</li> <li>▪ If a satisfactory agreement is not reached by June 30, 2007, either Bellevue or the County may provide notice of termination (termination no earlier than December 31, 2008).</li> <li>▪ The District Court will continue to operate at Surrey Downs under a separate agreement between Bellevue and the County.</li> </ul>
<b>4.0 – Revenues and Payments</b>	
4.1 – Filing Fees Established	<ul style="list-style-type: none"> <li>• No material changes from current agreement. Filing fees can be changed each year by the DCMRC.</li> </ul>
4.2 – Compensation for Court Costs	<ul style="list-style-type: none"> <li>• No change from current agreement. Cities will continue to pay court costs by having the County retain a certain portion of city revenues.</li> </ul>
4.3 – Reconciliations	<ul style="list-style-type: none"> <li>• Annual reconciliations of cost and revenues must be completed by July 31<sup>st</sup> of each year.</li> </ul>
4.4 – Revenue retention	<ul style="list-style-type: none"> <li>• Cities changed the methodology in this Agreement for how the cost to each city will be calculated in order to better align city costs with payment responsibility.</li> <li>• Total costs for all cities will be calculated the same as the current Agreement.</li> <li>• Cities will allocate the cost of the cities’ share of the operations cost to each city based on weighted caseload and judicial need.</li> <li>• The cities’ share of each facility’s cost will be allocated to those cities using each facility.</li> </ul>
4.5 – Payments as a result of reconciliation	<ul style="list-style-type: none"> <li>▪ If reconciliation shows a city over paid, the city can request payment from the County or receive credit for the upcoming year.</li> <li>▪ If reconciliation shows a city under paid, the city must pay the County the difference within 75 days.</li> </ul>
4.6 – Revenue in lieu of filing fees	<ul style="list-style-type: none"> <li>• No change from current agreement.</li> </ul>
4.7 – Revenue retention upon leaving	<ul style="list-style-type: none"> <li>• If a city terminates the Agreement, revenues received by the County after the termination date for cased filed prior to termination will be distributed based on the same percentage for that city at the time of the expiration.</li> </ul>

Section	Summary	
4.8 – Technology	<ul style="list-style-type: none"> <li>• Cities will contribute a fixed amount each year to a technology fund - approximately \$54,000 per year until the fund reaches \$160,000 (the fund balance is allowed to grow at 2% per year to account for inflation).</li> <li>• In the first three years of the Agreement, the total contribution from cities to the fund is limited to approximately \$18,000 because cities will also be paying their share of ECR costs (not to exceed \$56,000 per year)</li> <li>• Cities shall not be required to pay any additional amounts for technology projects.</li> <li>• The County must involve cities in technology planning and must provide a 5 year technology plan.</li> <li>• Funds from the reserve cannot be used until a business case for the project has been presented to the DCMRC and the project has been implemented.</li> <li>• If a city terminates the Agreement, their share of the cities reserve fund shall be provided to the city.</li> </ul>	
4.9 – Local Court Revenues Defined	<ul style="list-style-type: none"> <li>• One change to allow cities to start a traffic school and to exclude revenues from definition of “local court revenues”</li> </ul>	
4.10 – Retention of local court revenues	<ul style="list-style-type: none"> <li>• No change from current agreement</li> </ul>	
4.11 – Monthly Reporting	<ul style="list-style-type: none"> <li>• No change from current agreement</li> </ul>	
4.12 – Payment of State Assessments	<ul style="list-style-type: none"> <li>• No change from current agreement</li> </ul>	
<b>5.0 – Re-opener</b>		
5.0 – Re-opener	<ul style="list-style-type: none"> <li>• Any issue may be referred to dispute resolution.</li> <li>• Facility disputes not resolved by the CFMRC are referred first to the DCMRC. If not resolved, either party may request non-binding mediation.</li> <li>• Both parties share equally in mediation costs unless DCMRC by mutual agreement determines a different city share of the cost.</li> <li>• System disputes start at the DCMRC and then follow the same process for non-binding mediation.</li> </ul>	
<b>6.0 – Resolution of Disputes Resulting from Specified Events</b>		
6.0 – Resolution of Disputes Resulting from Specified Events	<ul style="list-style-type: none"> <li>• Disputes resulting from change in state statute, regulation, court rule or exercise of GR 29 authority by the Presiding judge that substantially impacts the cost of providing services or materially impacts the service level for 6 months or longer must follow the process outlined above.</li> <li>• Dispute resolution process remains the same except a time limit of 120 days is provided for DCMRC and</li> </ul>	

Section	Summary	
	<p>mediation to resolve the dispute.</p> <ul style="list-style-type: none"> <li>• If dispute is not resolved, either party may provide notice of intent to terminate.</li> <li>• Termination notice can be given 31 days after notice of intent to terminate. Termination date shall be at least 18 months from the notice of termination unless an earlier date is agreed to by the parties.</li> </ul>	
7.0 – Re-opener	<ul style="list-style-type: none"> <li>▪ Allowed by mutual agreement of the County and Cities.</li> </ul>	
8.0 – Temporary waiver of binding arbitration	<ul style="list-style-type: none"> <li>• No material changes to current agreement</li> </ul>	
9.0 to 20.0	<ul style="list-style-type: none"> <li>• No material changes to current agreement</li> </ul>	

**Shoreline Historical Case Filings  
1995 to 2005**

	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005 (proj)
Traffic	623	1,992	2,819	3,639	2,885	4,255	4,552	5,262	5,999	3,691	3,504
Non Traffic	1	14	26	34	32	65	130	502	381	151	48
Parking	134	541	431	632	789	1,346	1,097	728	1,025	743	440
DUI		112	138	168	165	188	172	161	194	169	132
Other Misdemeanors		481	599	683	577	760	701	461	501	244	100
Non Traffic Misdemeanors		599	984	1,001	825	837	692	490	592	493	472
<b>Total</b>	<b>758</b>	<b>3,739</b>	<b>4,997</b>	<b>6,157</b>	<b>5,273</b>	<b>7,451</b>	<b>7,344</b>	<b>7,604</b>	<b>8,692</b>	<b>5,491</b>	<b>4,696</b>