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CITY OF SHORELINE

**SHORELINE CITY COUNCIL
SUMMARY MINUTES OF SPECIAL MEETING**

Monday, November 7, 2005
6:30 p.m.

Shoreline Conference Center
Mt. Rainier Room

PRESENT: Mayor Hansen, Deputy Mayor Jepsen, Councilmembers Chang, Fimia, Grace, Gustafson, and Ransom

ABSENT: None

1. CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Hansen, who presided.

2. FLAG SALUTE/ROLL CALL

Mayor Hansen led the flag salute. Upon roll call by the City Clerk, all Councilmembers were present, with the exception of Councilmember Gustafson, who arrived at 6:55 p.m.

(a) Proclamation of "Veterans Appreciation Day"

Mayor Hansen read the proclamation. Veterans on hand were U.S. Army Retired Lieutenant Colonel Raymond Coffey, volunteer military liaison to the City of Shoreline and a member of the Vietnam Veterans of America, Shoreline Post. Additional recipients were Commander Christopher Layton from the American Legion Shoreline Post #227.

Mayor Hansen thanked all military personnel past and present for their sacrifices for the cause of peace and freedom and presented the veterans in attendance with a copy of the proclamation.

3. CITY MANAGER'S REPORT

Steve Burkett, City Manager, thanked the Ridgecrest Neighborhood Association and Parks and Recreation Department for sponsoring the Hamlin Haunt, which drew almost 800 participants. He announced that the North City Project utility undergrounding work is complete, and there are 193 trees at the nursery for planting on the Aurora Corridor project. He noted that Election Day is on November 8th and that City offices would be closed on November 11th for Veteran's Day. He reminded the Council that the November 14th City Council Meeting will start at 7:00 pm. In conclusion, he stated that City employees raised \$26,155 for the United Way, which was the most money per capita raised by the 28 cities who donated in the State of Washington.

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4. COUNCIL REPORTS: none

5. PUBLIC COMMENT

(a) Bronston Kenney, Shoreline, discussed cottage housing. He felt that the majority of the residents don't support it and the only reason it is still an active issue is because the Planning Department and Planning Commission want to feel "important". The Planning Commission members consist of planners from other agencies and at least three who are builders/developers. He quoted Mr. Sands, a member of the Planning Commission, "Density is not a right, zoning is not a right, and it is not something someone should rely upon when they purchase a home. If a developer can meet the requirements, then the "not in my backyard" group should not be able to stop the development." He felt cottage housing only enriches developers at the expense of homeowners.

(b) LaNita Wacker, Shoreline, stated she was upset with the staff proposal to sell a portion of Shoreview Park, which is not part of the Parks Master Plan. Shoreline citizens want open space and do not want any park land sold for private development. It is conceivable for the parking lot to be used for a sports field. She said this must have a public hearing before the final decision is made.

(c) Jane Hinton, Shoreline, Center of Human Services, thanked the Council for funding for those residents in need. The Center is valuable, she said, and the funding the City provides supports their ability to provide information, referral services, and support for the families of Shoreline.

(d) Anselmo Alvares, Commander, Veterans of the Vietnam War, Inc. Shoreline Post, said the proclamation he received is dedicated to the military men and women currently serving, retired, or no longer with us. He thanked the Mayor, the City Council, and the City staff for the proclamation.

(e) Peter Henry, Shoreline, stated that South Woods is important to keep in public ownership. He felt this will be the last opportunity for the Council to save this land and urged them to do so.

(f) Ken Cottingham, Shoreline, felt the Aurora Project could have been done cheaper. He felt the cost of the project should have been \$8 - \$12 million and in his opinion the cost is approaching \$42 million. He distributed a handout to the Council with expenditure calculations and asked for clarification from City staff.

(g) Vicky Westberg, Shoreline, said South Woods is important to maintain. She referred to a Seattle PI article about City forests which said they are "in peril" and that the build environment should be balanced with the values of the natural environment. She concluded that trees do a great job in adding value to the City.

(h) Michael Broili, Shoreline, stated he is a past Parks Board member. He is pleased with the City's vision to allocate \$50,000 from the 2006 budget to conduct a tree inventory and management plan. He agreed with this decision because urban forests are good resources and we need to avoid the "piecemeal approach" to tree management in the City. The promoting, planting, and preservation of trees is important to the City and will help reduce costs and provide a profit stream. He said there are a number of values with well-managed forests including surface water management, improved quality and protection of streams, improved air quality, noise suppression, improved soil stability, and improved water quality. He urged the Council to support the \$50,000 line item in the budget.

(i) Colin Sleeper, Shoreline, discussed South Woods. He commented that Forbes magazine had an article on global warming that stated people can pay an organization to plant trees. South Woods, he said, is a second growth forest that has been in existence for 80 years. He said he cares about the planet and the environment and has a passion and wants to save South Woods.

(j) Jackson Kellock, Lake Forest Park, on behalf of the Student Action For the Environment (S.A.F.E.), said the organization is concerned about South Woods and urged the Council to save them by any means possible.

(k) Janet Way, stated she is a member of the South Woods Preservation Group, the Thornton Creek Legal Defense Fund, and the Paramount Park Neighborhood Group. She asserted that she would like to incorporate by reference any comments during this period be added for the record as a part of the public hearing concerning the bond issue. She said the purchase of the parking lot was not in the Parks Master Plan. She said there were promises made concerning South Woods in the Capital Improvement Plan (CIP) to spend \$3 million for land acquisition. However, the CIP adoption vote a couple of months ago raised that figure to \$6 million to purchase the entire property. She urged the Council to follow through with the purchase as they voted to do. The assets from the purchase of South Woods include environmental education, recreation, and air/water quality. She urged the City and the school district to work together to bring environmental education to the community and save South Woods.

(l) Mamie Bolender, Lake Forest Park, reinforced the movement for the City to purchase South Woods. She also referenced the Seattle PI article "City Forests in Peril" and encouraged everyone to read it. The City of Seattle, she said, has realized that its infrastructure is aging and it will cost millions and millions to repair. She said they have realized that they can reverse some of this through ecological measures such as retaining and planting trees. She outlined the economical benefits of trees and urged the Council to purchase South Woods.

(m) Kristine Southwick, Shoreline, stated she grew up near South Woods and is aware of the protection and benefits of trees. She is a member of the Thornton Creek Alliance and the South Woods Preservation Group. She said South Woods used to be larger and it is diminishing and if we don't do something the youth will not have the

nature opportunities she had when she grew up. She urged the Council to save South Woods.

(n) Diana Stephens, Snohomish, said all levels of Federal government spending is out of control and taxpayer dollars are not being spent where they are needed most. She said "pork projects" are added onto legislation and are troubling. She concluded by stating the monies wasted on projects such as this could be used on other needed issues.

(o) Rick Stevens, President of the Shoreline Merchants Association (SMA), outlined that the members of SMA did not sue the City. However, the SMA did file a SEPA appeal opposing a decision of the Council because the City's Draft Environmental Impact Statement (EIS) did not consider economic impacts to local businesses. He said the Federal Highway Administration determined that a number of items in the DEIS needed to be revised. The City, he stated, withholds information and that is not fair. He concluded that the City belongs to the people and the residents want to be a part of the process.

6. APPROVAL OF THE AGENDA

Councilmember Grace moved to approve the agenda. Deputy Mayor Jepsen seconded the motion, which carried 7-0, and the agenda was approved.

7. CONSENT CALENDAR

Councilmember Ransom moved approval of the consent calendar. Councilmember Grace seconded the motion, which carried 7-0 and the following consent items were approved:

Minutes of Regular Meeting of October 10, 2005

Motion to authorize the City Manager to execute a contract amendment for professional services with KPFF for design services of the Dayton Avenue North at North 175th Street Retaining Wall Project in an amount not to exceed \$76,170.

8. ACTION ITEMS: PUBLIC HEARINGS

- (a) Continued public hearing to receive citizens' comments on the Bond Advisory Committee Recommendations

Bob Olander, Deputy City Manager, said the recommendation from the City is that the Council postpone further discussion until December 12th because there is no immediate rush on this issue. He reminded the Council that South Woods is one of the projects in the whole bond issue package. During the last public hearing the Council asked for

options on the bond issue. These options are as identified as follows: 1) Option 1 is the Bond Advisory Committee recommendation to accept the proposal to issue a bond in the amount of \$15 million; 2) Option 2 would eliminate the Seattle Public Utilities (SPU) property from the bond and transfer the full amount towards the purchase of South Woods; and 3) Option 3 would entail raising the bond issue an additional \$4 - \$5 million to purchase South Woods.

Mr. Olander noted that SPU has been holding the property as a courtesy to the City, but there is no immediate need to surplus the property. A supplemental strategy would be to sell the City-owned parcel at Shoreview Park that Shoreline Community College (SCC) has been using as a parking lot to purchase the South Woods. Another strategy includes proposing separate bond issues; one for the \$15 million project package and another for the South Woods. He restated the City's recommendation is for the Council to consider these options to prepare for a discussion when the City brings it back to Council on December 12th.

Councilmember Ransom added that he spoke to Shoreline Community College about a building a baseball field with the City and they said they did not have the funding to support one.

Mr. Olander stated that when the City approached the former president, the strategy was if the SCC Board and the Council agreed, then both entities would approach the legislature for some supplemental funding this legislative session.

Councilmember Ransom asked about the status of potential meetings with the school district to discuss the South Woods property.

Mr. Burkett stated that the school board is having a public hearing this evening on the sale of the three acres. The board sent the City the purchase and sale agreement last week. However, there is a provision in the agreement that states if the City purchases more than three acres, the additional land and the original three acres will be sold to the City at market value. He added that the board and the water district both agreed to wait until May to make a decision about selling the properties to any other entity besides the City. He clarified that the City asked the college to move their parking lot because the State of Washington Interagency Committee for Recreation (IAC) gave the City the money to purchase the site and requires it be used as a park. He discussed an option to sell the parking lot property to the college and then use the money to purchase other park lands.

Mayor Hansen reopened the public hearing at 8:12 p.m. There was Council consensus to allow the presenting of only new information at this public hearing.

a) Stan Terry, Shoreline, said he was a "tree hugger" and there was not a tree in his yard when he moved in 60 years ago and now there many. He said he is very fond of the South Woods area and wanted the City to save the area. The City, he stated, made a commitment to have at least \$6 million available for the acquisition of this property.

He felt that many residents feel the City has let them down. He is in favor of raising the bond issue to include the full \$6 million for the purchase of South Woods.

b) Charles Brown, Shoreline, outlined he is a retired ecologist and walks almost everyday in South Woods or the Seattle Public Utilities (SPU) property. He said he did an evaluation of both properties based on 13 categories. He said the South Woods property outweighs the SPU property in twelve of the categories. He felt the recommendation to put more funding into the SPU property purchase is incorrect and there should be more financial emphasis on obtaining the South Woods property. He said the purchase of South Woods will be more complicated and involve more parties but South Woods is more valuable and he wants the City to shift appropriation towards the purchase of South Woods.

c) Matt Loper, Seattle, Vice President of the Kruckeberg Foundation and professor of Biology at Shoreline Community College (SCC), supported the acquisition of the Kruckeberg Botanical Garden as a part of the bond issue. He said the property contains an amazing collection and is an invaluable resource. He felt a partnership with the City concerning the property is an exciting, "win-win" situation.

d) Bill Bear, Shoreline, supported the 17 acre South Woods purchase. He said you can't put a financial value on South Woods because it is such a great educational resource and sentimental resource for the families and residents of Shoreline. He urged the Council to proceed with the bond issue and purchase of the property.

e) Chris Choich, Shoreline, pointed out the human value of the woods and the habitat there. He said the habitat has not been fully studied or understood. He outlined that he has viewed eagles in South Woods and it is a part of their habitat. He said he did not want to see the eagle habitat or South Woods disappear.

f) Marie Elena McMahon, Shoreline, doesn't want to see South Woods be sold to a developer. She outlined that common sense dictates that urban forests and greenbelts be maintained and are needed for the environment.

g) Maryanne Clymer, Shoreline, urged the Council to save South Woods and said she just wanted to be added to the list of residents in favor of preserving it.

h) Carol Danell, Shoreline, said she represents several neighbors in the Briarcrest neighborhood and they are concerned about losing South Woods to developers. South Woods offers a natural setting for birds and small animals and is a natural sanctuary between the hustle and bustle of Lake City and Aurora Avenue. She strongly urged the Council to purchase the property in its natural habitat.

i) Eric Volkstorf, Shoreline, supported the Kruckeberg and South Woods acquisitions. Over ten years ago he discovered the Kruckeberg Gardens and it was a wonderful resource, he said. He felt it will be a valuable asset for Shoreline and the

Puget Sound Region. He thanked the Council for getting the purchase of South Woods and Kruckeberg Botanical Garden on the bond issue.

j) Laura Brodax, Shoreline, supported the purchase of the Kruckeberg Botanical Garden. She felt the City can only benefit in having it as a part of the City's park system.

k) Richard Johnson, Shoreline, stated he did not know about South Woods and has just recently been educated about it. Many people don't know about South Woods, he said. He stated he was impressed with the South Woods presentation a couple of weeks ago. He said the City needs to purchase the property. Increasing the bond, if necessary, needs to be done. This is an opportunity for the future and he also supported the Kruckeberg acquisition also.

l) Colin Sleeper, Shoreline, added to the statements concerning eagles in South Woods. He expressed that he lives across the street and has also seen hawks and birds of prey in South Woods. He asked people to take a look at Issaquah Highlands and the big development there and how all the trees are now gone. He said the trees in South Woods give shade and are an asset. He urged the Council to purchase the property.

m) Tanya, Seattle, discussed the shrinking rainforests. She urged the Council to preserve the trees, since they will live longer than people. Trees are a valuable resource and it is logical to keep the trees and to consider the future.

Deputy Mayor Jepson moved to close the public hearing. Councilmember Ransom seconded the motion, which carried 6-1, with Councilmember Fimia dissenting.

Councilmember Chang asked why the City can't purchase all of the eight acres owned by the school board.

Mr. Burkett said the City needs to negotiate with them. He said the board stated it will not sell the City the remaining five acres at a price of \$240,000 per acre. The City would have to buy the remaining property at a higher price.

Councilmember Chang said the City will have to pay more if we buy 3 acres now and more property later, so the City should buy all of the property and work to eliminate this condition.

Mr. Burkett informed the Council that the property is jointly owned by the school district and the water district and it needs to be subdivided before it can be sold.

Mayor Hansen confirmed that it needs to be partitioned between both owners before it is sold to the City.

Councilmember Fimia said the Council has asked several times to have meetings with the school board and water district. It is time for the elected officials to talk with them in

executive session. She wanted a commitment from the Mayor or City staff that the meeting be scheduled before the end of the year.

Mayor Hansen stated the Council can invite them to a meeting and he is in favor of this.

Councilmember Chang agreed with Councilmember Fimia that the Council needs to be proactive.

Councilmember Fimia moved to direct the City Manager to schedule an Executive Session with the Shoreline School District Board of Directors and the Seattle Public Utilities Board of Commissioners at the first available City Council meeting to discuss the acquisition of the entire South Woods property. Councilmember Chang seconded the motion.

Deputy Mayor Jepsen said it is a great idea to sit down and discuss this with them because there is confusion concerning this issue. Neither the school board nor the water district has had a public hearing concerning the disposition on the entire site. He felt the Council or City staff should meet with the two organizations. He suggested the motion be changed to reflect that the City is not going to acquire all of the parcels at South Woods. He outlined that if the intent of the motion is only to discuss acquisition he cannot support it. If the intent of the motion is based on a broader intention on how the City and the two districts as three public agencies preserve the property in the public domain, then he will support it.

Councilmember Grace said he heard there were opportunities for partnerships and that is the direction in which he would like to proceed. All agencies involved need to work together on this.

Councilmember Gustafson agreed with the motion and felt the partnership is the way to do it.

Mr. Burkett suggested the Council conduct this discussion in an executive session.

Councilmember Fimia agreed but said the Council needs to make the commitment. The intent is to keep the entire parcel within the public domain, she said.

A vote was taken on the motion, which carried unanimously.

Councilmember Fimia discussed the option of revising the project amounts in the bond proposal in case more funding is needed to purchase South Woods. She identified that the amount for Richmond Beach Saltwater Park could be reduced or maybe bond dollars should not be used for Richmond Beach maintenance.

Councilmember Gustafson commented that the basic premise of the Bond Advisory Committee was that funds could be moved around to different projects depending upon what the Council felt was necessary. He suggested the Council move on to the budget

portion of the meeting. He apologized for being late and commented that Snoqualmie Pass was closed on his way here from Spokane.

9. WORKSHOP ITEMS

(a) Presentation of the 2006 Budget

Mr. Burkett commented that the Council had reviewed all of their own budget items at the last meeting and solicited comments prior to covering the City Manager's budget.

Debbie Tarry, Finance Director, outlined there were no significant changes to the City Manager budget except for slight salary increases based on the City compensation plan.

Councilmember Fimia requested the job descriptions for the 6.0 FTEs in the City Manager's budget.

Ms. Tarry reviewed the City Clerk budget which reflects a \$25,000 increase based on changes in salary and increased costs in facilities for Council meetings and audio/visual recording services.

Councilmember Ransom asked why there is a drop in the number of records provided, yet the budget for the department is higher.

Ms. Tarry outlined that the City Clerk position is in a higher salary range in 2006 and the other increases are related to salary increases in line with the City's compensation plan. Additionally, the operating rental costs for renting the Council meeting facility and the audiovisual services have also increased.

Councilmember Fimia thanked the City Clerk's office for the job well done concerning on-line recordkeeping and asked about the new Records Center. She stated she would like to see a "Citizenship Center" in the library or City Hall for residents to pull documents to read or copy. She asked if the Records Center can accommodate that.

Scott Passey, City Clerk, said the Records Center exists in our current facility and was a major undertaking to remodel the entire center. He said it would be somewhat difficult for residents to get documents out of our Records Center because they are cataloged into our database. However, the City does keep a certain level of information at the libraries such as the Comprehensive Plan, the Budget, Master Plans, and planning documents.

Councilmember Fimia requested a meeting with City staff and any other interested Council members to identify what documents are maintained at the libraries and how to inform the residents they are there. This will reduce staff time if residents know they can get these documents at the libraries.

Moving on to the Communications and Intergovernmental Relations budget, Ms. Tarry highlighted a reduction in the budget for this department because there were items carried over which are not carried over to 2006.

Responding to Councilmember Ransom, Ms. Tarry identified the 3.5 FTEs in the department as being the director, the neighborhood coordinator, the communications specialist, and a part time administrative assistant. She noted that beginning on page 85 of the 2006 proposed budget the City staff position titles and FTE allocations are listed.

Councilmember Grace inquired about the \$15,000 reduction in the neighborhood budget for 2006 and whether it would affect services. He also said he would like to see actual targets listed in the CIR areas to see if performance measures are reached.

Ms. Tarry responded that there was \$12,000 in grants carried over from 2004 into 2005 that did not carry over into 2006.

Councilmember Ransom commented that Ms. Nichols attends almost all of the Council meetings and there is no indicator in her workload as it pertains to meetings attended. He felt it should be included in the critical success factors. Mr. Burkett replied the measure used is based on outcomes and the results derived from the workload.

Councilmember Fimia added that the indicators need to be more concrete. She suggested that the indicators in this proposed budget are more subjective than objective. She is opposed to spending \$25,000 on another citizen survey because the questions are different every time so no progress can be tracked. A year ago, she explained, there was a public process committee that outlined that there was interested in town hall meetings and studying the programming on the Government Access Channel. She asked for a City staff report on the status of the neighborhood organizations.

Mr. Burkett said he would provide the report to the Council.

Continuing her presentation, Ms. Tarry said the 2006 Human Services budget is less than the 2005 budget because of continued one-time funding of \$62,113.

Referring to page 121, Councilmember Grace said he would like to know why the targets are set the way they are. He said he would rather see the percentage of service goals met by our contractors increasing every year.

Councilmember Ransom said there will be cutbacks in the areas of Human Services and the City should consider increasing the General Fund contribution above 2%.

Councilmember Fimia added that the Human Services Ad Hoc Subcommittee identified that 1 in 5 people in Shoreline are living at the low income poverty level or below. City staff did some good work on what levels of service exist and what levels are needed as far as housing, healthcare, and food assistance. These should be tracked as success factors. She announced she will be proposing to the Council to allocate more funds to

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social services and hopes to get support to target those programs that bring the most benefit.

Councilmember Ransom questioned what was being done about education and the adult literacy issue. He inquired if the City is assisting people with diplomas.

Mr. Beem said the Center for Human Services (CHS) handles family literacy programs. CHS has also worked with HopeLink and provides intense case management services, which includes teaching job skills. This also includes tutoring for school age children. Unfortunately, he said the education clinic was closed due to the elimination of state funding.

Councilmember Fimia suggested allocating a small amount of funding to do assessment and planning on Fircrest with the State and County. She felt it is time for the City to take some initiative in Fircrest. Her second suggestion is for a small grants program of \$500 - \$4,900 for youth services.

Ms. Tarry highlighted the information on page 122 which details grants associated with the Human Services budget.

Continuing, Ms. Tarry stated the City Attorney's Office budget is increasing by approximately 5% in 2006 because the Domestic Violence Victim Advocacy (DVVA) services are being transferred to the prosecuting attorney's contract. In addition, the Assistant City Attorney position is presently at 0.75 FTE and in 2006 it has been proposed that it be a full-time position. In comparing city attorney services from other comparable municipalities, Shoreline is \$9 per capita, which is the lowest amount of all comparable cities. The City Attorney's Office also has the lowest staffing level of all comparable cities.

Councilmember Fimia asked if the information included the all outside legal counsel contracts. Ms. Tarry responded that it did.

Referring to page 127, Councilmember Grace inquired about the \$36,600 increase under "other services and charges".

Ms. Tarry explained it represents the DVVA services being transferred from a staff person to the prosecuting attorney's office contract.

Councilmember Ransom asked if the intent is for the prosecuting attorney to handle domestic violence cases. He commented that when these cases are prosecutor-driven they tend to favor prosecution rather than resolving issues through counseling.

Ian Sievers, City Attorney, said this field is a specialty that requires social service counseling. The person will not be an attorney and will not be doing the actual prosecution, however, they will be working closely with the prosecutor on a day-to-day basis. He added that it will be the same existing program. He clarified that this is not an

advocate for the victim. The most common outcome of this process is a settlement between the parties where both have options for counseling and both feel safe.

Councilmember Ransom inquired why the cities of Lakewood and Federal Way have so many more FTEs in their City Attorney offices than Shoreline.

Mr. Sievers said the numbers are a little misleading because they include the prosecution FTEs. Shoreline's 3.0 FTEs under contract in the prosecutor's office are not counted as a part of the total.

Mr. Burkett commented that the cost per capita of Lakewood and Federal Way is comparable to Shoreline, so that is a better basis for comparison than FTEs.

Councilmember Fimia requested the underlying data so she can take a look at this more closely.

Ms. Tarry outlined the Finance Department budget on page 15 of the presentation. Major revisions in the finance budget, she said, include putting \$187,000 in contingency for future PERS rate increases. Second, the salary survey is complete and implementation will cost \$64,000, which also would be placed in contingency. The next increase concerns \$99,000 for anticipated election costs related to the 2006 Capital Improvement Bond Issue. Also, \$50,000 is proposed to be reserved for a vacation buyout program. Another recommended change is to hire and staff the network specialist position instead of having an outside contract, which results in a savings of \$30,000. Major budget changes include adding the network specialist position (\$54,000), the vacation buyout (\$50,000), compensation increases under the City's compensation plan (\$31,000), benefits, which also are attributed to the network specialist addition, and computer equipment supplies.

Councilmember Ransom asked if there was any discussion about a sick leave buyout program. He also inquired who manages issues related to health insurance, life insurance, and workers compensation.

Ms. Tarry responded that there is no recommendation to add sick leave to the buyout program. She said the Association of Washington Cities (AWC) handles the benefits and the Washington Cities Insurance Authority (WCIA) deals with insurance issues.

Councilmember Fimia requested a full cost breakdown by each City department of professional services, travel, dues, and advertising for 2004 through 2006. Additionally, she asked staff to identify the anticipated \$57,000 line item for professional services in the City Manager's budget.

Referring to page 143, Councilmember Grace asked for an explanation of the decrease in the implementation of the Information Technology strategic plan.

Ms. Tarry replied that this reduction follows the 2004 – 2006 Council plan, which focuses on the information integration aspect of the City's business operations.

Councilmember Ransom asked was about the drop in the month-end closings rating for the years 2004 and 2005. Ms. Tarry explained that there was some employee turnover. The turnover caused some slowdown in the month-end closings.

MEETING EXTENSION

Deputy Mayor Jepsen moved to extend the meeting until 11:00 pm. Councilmember Gustafson seconded the motion, which carried 7-0.

Ms. Tarry said the Human Resource budget decreased slightly from last year.

Councilmember Ransom wanted to know what training programs were being conducted. He also wanted to know how much time the director was spending on both training and benefit programs.

Mr. Burkett noted he would provide that information to the Council.

Ms. Tarry reported that there were no significant changes in the Customer Response Team (CRT) budget, only a change in work effort. There are some shifts to devote more time to code enforcement.

Councilmember Fimia questioned why the 2003 and 2004 customer request numbers are not listed. Also, she inquired why the customer requests for service went up from 2004 to 2005.

Julie Modrzejewski, Assistant City Manager, explained that the increase has to do with the abandoned vehicle program. In the past, the police department handled this program. Now, CRT is the first to go out to see if there is a violation, then the police are called when it is time to tow the vehicle.

Deputy Mayor Jepsen commented that the Council has done a lot of work to increase Code enforcement but the numbers in the budget seem to be status quo. He said he was expecting an increase to reflect the policy work the Council adopted.

Mr. Burkett said the data is found in the annual CRT report. The revisions in the Code enforcement may not be realized because the system is complaint-based as opposed to sending staff out to find violations.

Councilmember Fimia requested an estimate concerning the cost of implementing a litter control effort. This option would mostly be staffed by volunteers, but organized by the City. She asked about other cities' expenditures for litter control and maintenance. She

also inquired about a quarterly clean-up program in the City and an Adopt-a-Road program. She expressed concern about the amount of litter in the City.

Councilmember Gustafson added that the City should also consider an Adopt-a-Park program.

Mayor Hansen reported that the Spring/Fall Clean-up program was hugely successful, but the City also needs to address the litter problem on the streets.

Councilmember Ransom commented that community service crews are more effective than handing out fines.

Ms. Tarry noted that the budget for the Police Department is \$8.1 million dollars, which represents a \$272,000 (3.5%) increase from 2005. \$7.8 million is for a contract the City has with King County. The 2006 Police budget is broken down in to several program areas. She outlined that about half of the budget is focused on police patrol. The 2006 proposed budget will include salary increases and increases on the workload of the department. Referring to page 164, she noted an administrative sergeant's salary was moved from the patrol line item to the administration line item. Additionally, there is a new line item for janitorial services at the police department.

Referring to page 164, Deputy Mayor Jepsen asked for explanation on the drop in the revenues for traffic enforcement.

Mr. Burkett said the drop is related to negotiations with King County. At present, King County is now requesting 100% of the revenue from citations. Additionally, we have had a reduction in the number of citations issued over the last couple years.

Mayor Hansen commented that the feedback he is getting from the residents is that enforcement needs to be increased.

Tony Burt, Police Chief, stated that speeding is the single complaint he hears is the most.

Councilmember Grace inquired what the cost would be for another full-time traffic enforcer.

Chief Burt replied it would cost \$128,000 for a fully-equipped officer with vehicle.

Deputy Mayor Jepsen stated that one of the things that is not in the contract is the ratio of administrative FTEs to contract FTEs. He said it appears based on the funding that the City has six administrative FTEs to 42 patrol officer FTEs. He requested that the staff clarify if this ratio is correct. He also pointed out that last year during the budget process he suggested the City need to revise the way it handles traffic enforcement. He said last year he wanted more emphasis on speeders in the neighborhoods but did not get any support from the Council. He urged the Council to support him this year and wondered if the number of administrative FTEs are appropriate.

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Mr. Burkett commented that other cities have higher ratios than we do. He said he will provide information on the FTEs to the Council.

Deputy Mayor Jepsen asked about the School Resource Officer Program funding and confirmed it was split with the school district.

Chief Burtt noted there were five contract administrative FTEs in the Police Department.

Councilmember Chang confirmed that the biggest issue in Shoreline is speeding in all neighborhoods. He asked if all 42 FTEs can serve as traffic control officers. He felt there are few people speeding all of the time, and reasoned that maybe the officers can rotate between their duties and patrol. Perhaps after the Council and the Police Department target this as a priority issue it will stop being a problem.

Mr. Burtt said the dedicated traffic unit prioritizes areas and tries to minimize traffic accidents. He has noticed that traffic complaints have gone up significantly in terms of the amount of time spent in neighborhoods. The patrol unit is equipped with radar and has been emphasizing traffic enforcement as much as possible in these neighborhoods.

Councilmember Ransom inquired what the line item "teen recreation" was for in the Police budget.

Chief Burtt replied it is for the overtime expenditures for the officers that staff the various teen program events.

Councilmember Ransom pointed out that there used to be two dedicated traffic motorcycle officers. He felt there is not enough neighborhood traffic enforcement.

Mr. Burtt said whenever there is a traffic complaint the officers try to make three separate visits to the neighborhood in question and spend at least 30 minutes each visit. Frequently, there is little speeding going on but the department still tries to be responsive. He felt there should be a balance between officers' responsiveness to neighborhoods and spending time in high-volume trouble areas by reducing accidents, slowing people down, and being active in school zones.

Referring to page 167, Councilmember Ransom noted there is no target for measuring effectiveness. There have been a higher number of complaints that the police are unapproachable and not customer service-oriented. He agreed with Deputy Mayor Jepsen that the City needs another officer in the traffic unit. He noted that 185 drug houses were closed when the street crime investigations unit had 4.5 officers. The unit also lowered burglaries. Currently, the burglaries and auto thefts have increased. Just recently, he said he received a statement from Carol Cummings that outlined the State of Washington was 5th highest in the nation for auto thefts and our City was significantly higher than other cities in the state. The problem, according to Ms. Cummings, is the lack of security at park-n-rides. He felt this is something the street crimes unit can

address by placing security cameras at park-n-rides to deter auto thefts. He said the Council should consider allocating some funds in the budget for security cameras and adding an officer to the street crimes unit and the traffic control unit.

Councilmember Fimia commented that the Council can make amendments to this administrative proposal. The level of discontent with traffic safety is serious in the City and there is more we can do about it. She agreed that Council needs to take some action, possibly issuing a proviso, and letting the neighborhoods know that the Council is taking this seriously.

Councilmember Ransom added that speed bumps might resolve some of the speeding issues.

Councilmember Gustafson pointed out that he received a call last week from a resident that was upset that an officer was conducting radar enforcement near his house instead of by the school zones.

Ms. Tarry commented that the Criminal Justice budget pertains to jail and public defender costs, noting that the 2006 budget shows these costs are declining. However, there is an increase in the number of jail days the City has been billed for compared to the previous two years. The City may need to revisit the 2006 jail costs projection. The transition from King County Jail to Yakima Jail is occurring and the City is utilizing the minimum days in Yakima, thus maximizing its savings. In the future, partnering with Issaquah on bookings is in the process which will also save the City more money.

Councilmember Ransom expressed concern about bed days and the costs at the Yakima Jail. He said the costs in Yakima were underestimated by several cities and that Yakima will be raising its prices.

Mr. Burkett replied that there are other options, but the City committed to 18 beds for the costs outlined in the contract.

Mr. Olander stated the Yakima County Jail Administrator did a study of the process and agreed to honor their obligations with the City.

Councilmember Fimia questioned why crime in Shoreline is increasing when it is not occurring in cities adjacent to Shoreline. She felt if social services are not funded then crime rises, and there is a correlation between poverty and crime.

Mr. Olander said that jail days were fairly constant over the past seven years and the City is not arresting more people. However, the seriousness of the crimes and the length of the sentences are increasing.

Councilmember Ransom inquired if there were new judges making decisions on the City's misdemeanor cases.

Mr. Sievers replied the City has had and will have the same elected judges until 2006.

Mr. Olander added that repeat offenders get longer sentences. He suspected that is what is occurring in some of the cases.

Councilmember Fimia felt that this means that somewhere in the system defendants are not getting the assistance they need. If the basic services aren't there, then the City is spending more money putting them in jail, and this need to be prevented.

Councilmember Chang suggested the Council get the underlying data regarding the arrests.

Mr. Olander stated that the courthouse information lags behind about 1-1.5 months, so these statistics are relatively new.

Ms. Tarry outlined that the Economic Development focus has changed a little due to the emphasis on small businesses. A proposed business licensing program, slated to be implemented in the second quarter of 2006, should generate approximately \$95,000 in revenue.

Tom Boydell, Economic Development Manager, outlined that this budget reflects a broad-based approach which emphasizes small business resources and assistance through a three-pronged approach. First, the direct outreach program aims to reduce costs and help businesses plan and expand via audits, utility rebates, and other cost-saving measures. Second, business mentoring and training through the Community Capital Program helps provide access to loan funding to support business growth. The third program is Business Relocation Assistance. The Community Capital Program is a potentially declining commitment because it is assumed to be self-sustaining after three years. It is anticipated that this program's loan fund that would grow from \$250,000 with the possibility of growth to \$2 million.

10. ADJOURNMENT


At 11:00 p.m., Mayor Hansen declared the meeting adjourned.

Scott Passey, City Clerk

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CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Approval of Expenses and Payroll as of December 1, 2005
DEPARTMENT:	Finance
PRESENTED BY:	Debra S. Tarry, Finance Director 

EXECUTIVE / COUNCIL SUMMARY

It is necessary for the Council to formally approve expenses at the City Council meetings. The following claims/expenses have been reviewed pursuant to Chapter 42.24 RCW (Revised Code of Washington) "Payment of claims for expense, material, purchases-advancements."

RECOMMENDATION

Motion: I move to approve Payroll and Claims in the amount of \$1,037,818.43 specified in the following detail:

***Payroll and Benefits:**

Payroll Period	Payment Date	EFT Numbers (EF)	Payroll Checks (PR)	Benefit Checks (AP)	Amount Paid
					<u>\$0.00</u>

***Accounts Payable Claims:**

Expense Register Dated	Check Number (Begin)	Check Number (End)	Amount Paid
11/21/2005	27336	27358	\$77,817.31
11/22/2005	27359		\$3,400.00
11/22/2005	27360	27372	\$40,984.99
11/23/2005	27373	27381	\$3,317.52
11/28/2005	27382	27401	\$178,371.28
11/29/2005	27402	27421	\$622,142.34
12/1/2005	27422	27450	\$59,123.83
12/1/2005	27451	27454	\$52,661.16
			<u>\$1,037,818.43</u>

Approved By: City Manager _____ City Attorney _____

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CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	City Council Discussion of recommended Update to Critical Areas Regulations, Phase II
DEPARTMENT:	Planning and Development Services
PRESENTED BY:	Joseph W. Tovar, FAICP, Director

PROBLEM/ISSUE STATEMENT:

The chronology and issues related to the proposed CAO, as well as proposed amendments themselves, were transmitted to the Council prior to their October 24, 2005 public hearing. Project planner Matt Torpey presented the Planning Commission's recommendations at that time and the Council heard testimony from a number of people.

The December 12, 2005 regular meeting will provide an opportunity for the Council to discuss the proposed CAO and to ask questions of the staff. If, after that discussion, the Council so directs, the staff will bring Ordinance 398 to the December 12, 2005 regular meeting so that the Council may adopt the amendments.



Enclosed is a staff memo from Matt Torpey with additional background on this subject, including a staff response to the Washington State Department of Fish and Wildlife (WDFW) comment letter of October 21, 2005, an email from the Washington State Department of Community, Trade and Economic Development (CTED), and a public comment letter. If any Council member requires an additional copy of the October 24, 2005 staff report, which included the Planning Commission's recommendations, CTED and public comment letters, minutes of Planning Commission meetings and other materials, they should so indicate and we will get them an additional copy.

Finally, at the October 24 meeting, I was asked by the Council to review the proposed amendments to determine if, in my opinion, they complied with the requirements of the Growth Management Act. I have reviewed the material in the record, particularly the proposed amendments, and conclude that the recommended CAO falls within the range of GMA-compliant choices available to the Council. I believe that the CAO as proposed would satisfy the City's duty under the GMA to designate and protect critical areas. By separate memo, I have also expressed my view that the Council's decision to deal separately with

the question of hazardous trees and the view preservation/tree cutting issues does not, in and of itself, create any additional risk of a claim of noncompliance with the GMA.

RECOMMENDATION:

Staff recommends that the Council review the enclosed materials, as well as the materials distributed prior to the October 24 hearing, and discuss these materials at the December 12 meeting.

Approved By: City Manager  City Attorney 

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	City Council Workshop and Adoption of Ordinance No. 398 Updating Critical Areas Regulations, Phase II
DEPARTMENT:	Planning and Development Services
PRESENTED BY:	Matthew Torpey, Planner II

PROBLEM/ISSUE STATEMENT:

The City of Shoreline is required to update its Development Code as it relates to critical areas periodically as required by the Washington State Growth Management Act (GMA), RCW 36.70A.130 which states "Each comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the county or city that adopts them". The deadline established by the Washington State Department of Community, Trade and Economic Development (CTED) is December 1, 2005.

This meeting is the first City Council workshop since the closure of the public hearing held on October 24, 2005. Two issues arose during the public hearing that staff has addressed in attachments to this report.

The first issue is a comment letter from the Washington State Department of Fish and Wildlife (WDFW) submitted to the City on Friday, October 21, 2005. Staff has provided a memo to the Council providing an analysis of the comments provided by WDFW. This item is included as Attachment A. **Please note that this attachment has been updated from the previous November 28 agenda packet.**

The second issue that arose during the meeting on October 24 was what would happen if the City of Shoreline did not adopt an amended Critical Areas Ordinance prior to the December 1, 2005 deadline. Tim Gates with the Department of Community Trade and Economic Development has provided the City with an email outlining his department's policy regarding updates to local Critical Areas Ordinances'. This is included as Attachment B.

One public comment letter has been received since the public hearing; it is included in this packet as Attachment C.

The fourth attachment included with this package is the original staff report from the October 24, 2005 public hearing on the CAO. The staff report contains general information regarding the proposed update the CAO and is provided for reference. The staff report is included as Attachment D.

The fifth attachment included in the staff report is a table that outlines each change proposed to be amended by the Critical Areas Ordinance. This table was previously presented to the Council at the October 24 public hearing. The table is included as Attachment E.

The final attachment in the packet is Ordinance 398 which includes adopting language to amend the Critical Areas Ordinance.

Because this is a workshop and discussion related to a closed Public Hearing, no additional staff analysis or editing of the draft Critical Areas Ordinance has occurred. Staff has made the assumption that Council members have retained their individual copies of the proposed amendment and code that were provided at the October 24, 2005 meeting and have not attached the full code to this report. If any Council members or citizens require additional copies, they will be made available immediately.

FINANCIAL IMPACT:

The Washington State Department of Community, Trade and Economic Development awarded the City of Shoreline a grant of \$42,000 to update the Development Code, environmental procedures, and regulations. City of Shoreline staff and consultants have provided the attached draft critical area code update while keeping expenditures within granted amount.

RECOMMENDATION

The Planning Commission recommends that Council approves Ordinance No. 398.

ATTACHMENTS

Attachment A: Staff response to WDFW comment letter of October 21, 2005
Attachment B: Email from CTED regarding CAO adoption compliance date
Attachment C: Public Comment Letter
Attachment D: Staff report from the October 24, 2005 Public Hearing
Attachment E: Table of code sections proposed to be changed by the proposed CAO.
Attachment F: Ordinance 398



Memorandum

DATE: December 12, 2005
TO: Shoreline City Council
FROM: Matthew A. Torpey, Planner II
RE: Washington Dept. of Fish and Wildlife Comments

The City of Shoreline Planning Department received a comment letter from the Washington Department of Fish and Wildlife (WDFW) on October 21, 2005 one day before the opening of the public hearing on the proposed Critical Areas Ordinance. Planning Staff has reviewed their comments and have provided a response to the points raised by the department. Planning Staff comments to the individual comments from WDFW appear below each comment.

Section 20.80.030.G. Exemptions: work activities in areas with steep slopes could cause harmful effects to riparian areas near streams and marine shorelines. An example of this would be if development was allowed along a bankline, and a short time later, erosion was observed. A homeowner may be inclined to apply for bank protection, such as a bulkhead, in this case. Bulkheads prevent or slows down the deposition of sediment onto beaches. Over time, sand or gravel, which provide critical habitat for marine fish species, erode away thereby removing habitat where forage fish and juvenile salmonid prey items live. Because Richmond Beach, which is in the jurisdiction of the City of Shoreline, is a documented surf smelt spawning beach, it will be very important that steep slopes near streams or marine shorelines not be developed unless there is a sufficient buffer based on Best Available Science (BAS), refer: WDFW Management Recommendations for Washington's Priority Habitats, *Riparian* (Knutson et al, 1997).

- This existing code section was reviewed and no update was considered necessary. To address the department's concerns regarding potential impacts to streams and marine shorelines, this exemption specifically only applies to "small steep slopes" where the disturbance of these slopes will not have an impact to critical areas. Required buffers to streams, wetlands and marine shorelines will still apply. In the example cited in the above comment, all bulkhead replacement or work

performed on the shoreline of Puget Sound is governed by the City's Shoreline Management Plan.

Section 20.08.030.P. Exemptions: Language in this section would allow six significant trees to be removed from a critical area or critical area buffer provided sufficient mitigation is offered to offset the impact. Removing vegetation along buffers negates the purpose of the buffer, namely, to have vegetation for filtering pollutants, sediment, and provide shading in small streams. Significant trees may also contain important wildlife species (e.g., eagle nest/perch trees, trees with cavities) and should be protected to the greatest extent possible. WDFW has several questions and comments regarding statements in this section. What is the intent of having this language in the document? Is it to allow homeowners view property? If this is the case, there are other alternatives that are less destructive for fish and wildlife habitat. One alternative is to allow "limbing" the tree. Up to 1/3 of the canopy could be removed without significantly harming wildlife species and at the same time allow adequate views. In order to properly protect fish and wildlife, WDFW recommends language be inserted that states tree removal would be prohibited in geological hazardous areas unless it is a threat to life or property. In addition, the need for tree removal should be justified (based upon a report by a qualified professional arborist). WDFW also has concerns about cumulative impacts that may result from this language. If each property owner is allowed to remove up to six significant trees, this could have much larger ramifications than anticipated on fish and wildlife habitat, particularly if two or more separate development tracts are adjacent to one another.

- This section has been removed from the Draft Critical Areas Ordinance by recommendation of the City of Shoreline Planning Commission.

Section 20.80.040.1 and 2, Partial exemptions: This language would adequately address the needs of fish and wildlife provided that there is a requirement to examine alternatives using Low Impact Development on the site.

- This existing code section was reviewed and no update was considered necessary. These codes ensure that if a structure is damaged or destroyed; it may be rebuilt or repaired regardless of whether it is in a critical area as long as it was constructed legally prior to November 27, 1990. It is the view of the City of Shoreline that if a citizen loses their home to fire or natural disaster, they should be allowed to rebuild without a penalty because of no fault of their own.

Geologic Hazard Areas, Section 20.80.210.D: Language in this section allows buffers to be reduced to 15 feet when technical studies demonstrate that the reduction will not increase the risk of the hazard to people or property. This language is acceptable

PROVIDED the hazard areas are not located in, or adjacent to, fish and wildlife habitat conservation areas (FWCA). Reducing the buffers and allowing development to occur within 15 feet of the bluff may have the ultimate effect of allowing additional shoreline armoring if a homeowner becomes worried that continued erosion may endanger a house or property in the future.

- The full buffers of streams and wetlands will still apply regardless of a geotechnical engineer's recommendation to reduce the setback to a steep slope. This setback reduction will also not apply to areas designated as Fish and Wildlife Habitat Conservation Areas which include marine shorelines.

Fish and Wildlife Habitat Conservation Areas (FWHCA): There is no mention of marine shorelines in this section, except to state that they are classified as FWHCA. There is considerable potential to improve marine shorelines within the City of Shoreline because of the high number of bulkheads, ramps and other shoreline modifications structures. Improvements can be made as these structures are repaired or replaced. In addition, Richmond Beach contains documented surf smelt spawning habitat, an important prey item for adult salmonids. Specific recommendations for allowable construction practices for boats, ramps, and piers should be included here. For example, prohibit treated wood, examine the feasibility of using soft-bank protection instead of hardened structures such as bulkheads, and discuss the impacts of cumulative effects that these structures have along Puget Sound shorelines. The WDFW would be happy to assist you with the details of how to implement Best Management Practices along marine shorelines.

- Marine shorelines will be protected by new provisions to include the shoreline of Puget Sound as Fish and Wildlife Habitat Conservation Areas. Additionally, bulkhead , ramp, and other shoreline development is further regulated by the City's Shoreline Master Plan.

Section 80.08.300 Mitigation performance standards and requirements: It may be helpful to planners and the public if more detail was provided in this section. For example, the Washington State Department of Ecology (DOE) has several publications (Vegetation Management: A Guide for Puget Sound Bluff Property Owners, publication 98-31, Surface Water and Groundwater on Coastal Bluffs, publication 95-107, and Slope Stabilization and Erosion Control Using Vegetation, publication 93-30) that identify the types of vegetation that can be planted along streams and shorelines to help stabilize banklines in critical area habitats.

- Whenever mitigation is required for impact to a critical area, a qualified professional for that particular critical area is required to provide the mitigation measures. The City of Shoreline is more than happy to work with these professionals and reference appropriate materials.

Section 20.80.330.A, Wetlands, Required buffer areas Language should be revised in this section. The 1987 DOE Wetlands Manual is referred to for delineating wetland buffers. A new DOE manual has been adopted and contains the most up-to-date BAS on wetland science. Wetland buffers should be based on the new updated Volume 1 Synthesis of the Science, Publication #05-06-006, Wetlands in Washington State, Volume 2, Publication #05-06-008 and the Washington State Wetland Rating System for Western Washington, Publication #04-06-025.

- The City of Shoreline Planning Commission intends to investigate the adoption of the new Washington State Wetland Rating System for Western Washington in early 2006.

Section 20.80.330.B, Wetlands, Required buffer areas: The wetland buffers proposed by the City of Shoreline are considerably less than those recommended in the latest DOE wetlands manual referenced above. This document is based on a synthesis of scientific literature, and it represents DOE's view of best available science. The City of Shoreline has not provided any scientific analysis or support that demonstrates that the proposed buffers will adequately protect the functions and values of wetlands. The wetland buffers proposed by the City of Shoreline will likely result in significant adverse impact of fish and wildlife species, including species that may be listed as endangered, threatened, or sensitive, and fish species that are anadromous.

- The City of Shoreline's Best Available Science documents are available online and do, in fact, provide analysis of these issues. The Planning Commission has recommended increasing the buffers of wetlands and streams 15% to 250%. Additionally, in many cases, wetland enhancement is required in addition to the buffer areas when a development is proposed. In many cases it is better to have enhancement of a degraded wetland or stream in addition to the buffer requirements rather than institute a strict larger buffer that will not provide any habitat or resource improvement. Because Shoreline is such an urban area, the large buffer areas recommended by the DOE may not be the best way to protect a wetland in a dense urban area. Having a buffer that is simply a greater distance from a critical area may help, but not if it is maintained lawn that does not serve the same functions and values as a smaller buffer with enhancement and native wetland plantings that serve to increase the value of the resource. The City of Shoreline is proposing to adopt wetland and stream buffers that are greater than those of many of our neighboring jurisdictions including the City of Seattle.

Stream Areas, 20.80.470, Classification: although the stream typing system chosen by the city may be adequate, it is not consistent with the new water-typing system used by state agencies and many local jurisdictions. This may cause some confusion for the public or planners, and WDFW recommends that the city adopt the new stream classification system.

- The City of Shoreline's Best Available Science justifies the stream classification system. Staff believes that it is adequate and is easy to understand and use by both the public and state agencies.

Stream Areas, 20.80.470.F1., Classification: this subsection proposes to clarify the term salmonid fish use by defining it as where fish have been documented, as well as where they are presumed to be, based on passability and planned restoration. Planned restoration projects are too narrowly defined and this may prevent future restoration efforts in some cases. The definition of salmon passability would only apply to restoration efforts outlined in a 6-year capital improvements plan, or, a planned removal of a dam. Instead of narrowly defining presumed salmonid use under these two circumstances, WDFW recommends that subsection F1 be reworded to say "*Streams where naturally recurring and **historical** use by salmonid populations has been documented... .*" Subsection F2 should be reworded to read "*Streams that are fish **passable or have the potential to be fish passable**... .*" In many cases, there are barriers preventing salmonids from entering waters further upstream that are easily correctable. Voluntary restoration efforts, both small and large, are undertaken by citizens and local governments and are continuing to increase throughout Puget Sound. Collectively they represent a very significant contribution to the recovery of Puget Sound chinook salmon.

- Staff does not agree with the above recommendation. Using "historic or future potential use" as criteria is not based on best available science. For a stream to be considered a salmonid stream, staff believes that there actually has to be salmonids present, or there has to be a plan in place to allow salmonids to be present at some foreseeable point in the future. We also have no ability to mitigate the numerous and significant barriers downstream that are outside of our control and for which there are no foreseeable plans for removal (for example I-5). To respond to the comments regarding chinook salmon, according to the Washington Resource Inventory Area 8 (WRIA 8) report that is part of the City's best available science, stream areas in Shoreline do not contribute significantly to the population recovery of chinook salmon but rather serve as episodic areas of habitat, which is the lowest identified category in their report. It is staff's understanding that WDFW was an active participant and signatory to the WRIA 8 report.

Stream Areas, 20.80.470, Classification (last underlined paragraph at bottom of page): this sentence should be deleted from the text, as it could be used by developers to encourage development in degraded areas that have fish use, or, have potential for fish use. More important, it ignores the fact that streams and small creeks are interconnected with one another and are influenced by stressors occurring upstream or downstream at a particular site. If development is allowed to occur in currently degraded areas causing more degradation and increased stressors to a stream, effects of that activity could be observed upstream or downstream of the project site affecting clean, more pristine areas.

- This section will only apply when items 1, 2, and 3 outlining the parameters for identifying a stream used by salmonids have not been met. All presumptions will be investigated by a qualified professional and the City reserves the right to require third party review at the applicant's expense.

Table 20.80.480B. Required buffer areas: The riparian buffers proposed by the City of Shoreline are considerably less than those recommended by WDFW in its publication titled "Management Recommendations for Washington's Priority Habitats: Riparian." This document is based on a synthesis of scientific literature, and it represents WDFW's view of "best available science" regarding an important component in the protection of riparian areas across Washington State. The City of Shoreline has not provided any scientific analysis or support that demonstrates the proposed buffers will adequately protect the functions and values of riparian areas. The riparian buffers proposed by the City of Shoreline will likely result in significant adverse impact of fish and wildlife species, including species that may be listed as endangered, threatened, or sensitive, and fish species that are anadromous. WDFW would welcome the opportunity to provide technical assistance to the City of Shoreline as it continues to develop an ordinance that adequately protects fish and wildlife resources.

- The City of Shoreline's Best Available Science documents are available online and do, in fact, provide analysis of these issues. Similar to the response above regarding wetland buffers, the Planning Commission has recommended increasing the buffers of wetlands and streams 15% to 250%. Additionally, in many cases, stream enhancement is required in addition to the buffer areas when a development is proposed. In many cases it is better to have enhancement of a degraded stream in addition to buffer requirements rather than institute a strictly larger buffer that will not provide any habitat or resource improvement. The City of Shoreline's buffer recommendations are in line with what is recommended by the WRIA 8 report for protecting riparian corridors. Simply imposing large buffers is not the best way to protect streams in urban areas where development such as homes with maintained lawns and businesses already exist within the buffers in many cases.

Section 20.80.480D2: This section would allow construction of roads, utilities, and accessory structures within stream buffers when no feasible alternative location exists. "No feasible alternative" leaves much up to interpretation and does not require any systemic evaluation that would ensure all alternative were adequately examined. WDFW recommends that this paragraph add a sentence that states "Prior to approval of building new roads, utilities, or accessory structures in buffers along streams, an alternatives analysis must be conducted to ensure all possible alternatives have been examined and that no viable alternative exists. This evaluation must be documented in a written report and provided to respective governmental agencies with jurisdictional authority to ensure

all alternatives have been examined. If it is determined that no alternative sites are feasible to build at, the impacts must be fully mitigated.”

- This existing code section was reviewed and no update was considered necessary. Staff believes that the statement “when no feasible alternative location exists” requires that the City investigate all possible alternatives for road or utility placement prior to construction.

Section 20.80.480F: This section discusses buffer averaging. In order to ensure fish and wildlife is being protected to the greatest extent possible, a paragraph should be added here that states that a habitat survey will be conducted within the area of concern in order to identify and prioritize highly functional fish and wildlife critical habitat within the study area. Buffers at locations containing highly functioning fish and wildlife habitat should be protected and buffers should not be reduced in those areas. On the other hand, areas containing habitat of minimum value should be where reductions occur.

- Among the numerous items that City of Shoreline Planning staff investigates whenever a buffer reduction is proposed, fish and wildlife habitat is among them. The proposed CAO will establish stream buffers as Fish and Wildlife Habitat Areas, any proposed impact to these areas will require review by a qualified professional.

Section 20.80.480.H2. Restoring Watercourses: wording in this paragraph will likely result in significant impacts to fish and wildlife resources. As written, at locations where piped watercourses are daylighted and habitat is restored, buffers could be reduced to 10 feet. The rationale given is that the standard buffers would discourage restoration efforts. Unfortunately, the time and money spent in daylighting the stream would be negated by having a severely deficient buffer. In fact, doing so could result in *greater* impacts to the stream than by not daylighting at all since those stream sections could be exposed to a higher level of pollutants, temperatures and sedimentation than it would going through a pipe. It is important that the City acknowledge and provide incentives for restoration efforts but it must be done in a manner that will be beneficial to fish and wildlife resources. It is very important that buffers in areas where streams are daylighted be the same or greater as buffers in other FWHCA.

- The WDFW’s concerns that daylighting a stream will cause more harm than good is covered under SMC 20.80.480 (H)(3), which states that the removal of pipes shall only occur when the City determines that the result will be a net improvement in water quality. Again, any proposed daylighting would be reviewed by a qualified professional. (The fact that daylighting in some areas with WDFW proposed buffers puts the critical area in the middle of an existing living room may be a disincentive to daylight)

Section 80.80.490.B1. Alteration: This section states that culverts are allowed for Type II, III, and IV streams. This may very likely lead to significant impacts to fish species. Since all streams within the City's jurisdiction are Type II-IV, this would allow culverts to be built for all streams within the City of Shoreline. WDFW suggests that wording be such that culverts would only be allowed after all avoidance alternatives have been examined. This would need to be in report form and would have to list reasons why buildings, structures, or roads could not be placed outside of the critical areas. In addition, the developer should have to demonstrate that having a culvert would better protect fish and wildlife resources than having an open channel.

- This existing code section was reviewed and no update was considered necessary. If a stream is proposed to be culverted, the applicant would be required to go through the permit and SEPA process. During permit review studies would be required determining the impacts to the streams. Under authority of SEPA, the City has the ability to apply conditions to a project to minimize potential impacts.

Section 20.80.500.D. Mitigation performance standards and requirements: This section needs to be reworded in order to properly protect water quality in streams and along shorelines. The last sentence in the paragraph states that performance standards outlined in this section only apply to Type I-III streams within the City. Type IV water bodies also need to be included here because pollutants or other stressors to Type IV streams with less protection can impact Type I-III streams if they happen to be inter-connected with one another, which they usually are. What happens upstream or downstream of a site can impact fish and wildlife along the entire gradient.

- This existing code section was reviewed and no update was considered necessary. Because type IV streams are non-salmonid bearing and only flow intermittently, many items in the performance standards would not apply.

Page 72, Section 20.80.500.F. Mitigation performance standards and requirements: This section needs to list the length of time that monitoring may be required. For significant projects, monitoring should be a minimum of 5 years and up to 10 years or more depending upon the magnitude of the impact or restoration effort. Monitoring need not be on an annual basis. This could be adjusted, for example, on an annual basis for the first three or four years and then every other year, or every third year thereafter.

- This existing code section was reviewed and no update was considered necessary. Monitoring of a site specific plan requires that the monitoring program be flexible and not adhere to a certain criteria for all projects. The way the code is written

allows staff or a qualified professional to determine what the appropriate monitoring period is based on the site and project conditions.

This concludes the City of Shoreline Planning Department's analysis of comments provided by the Washington State Department of Fish and Wildlife.

From: Gates, Tim (CTED) [TimG@CTED.WA.GOV]
Sent: Wednesday, November 09, 2005 5:24 PM
To: Matt Torpey
Subject: GMA deadlines and consequences

Matt,

RE: clarifying consequences of missing the "Dec 1 2005 deadline" for critical areas update

1) Eligibility for certain state grant/loan programs
The 2005 Legislature (in ESHB 2171) amended the GMA "to grant jurisdictions that are not in compliance with requirements for development regulations that protect critical areas, but are demonstrating substantial progress towards compliance with these requirements, twelve months of additional eligibility to receive grants, loans, pledges, or financial guarantees from the public works assistance and water quality accounts in the state treasury." (See RCW 36.70A.130).

The city's original deadline was Dec 1 2004, so the additional year of eligibility ends Dec 1 2005. However, the real eligibility deadline depends on whether or not you're applying for one of these grants. For ex., Public Works Trust Fund applications for construction loans are not until May, so if the city is contemplating applying for PWTF money, you would need to have completed all your update work before then at the very latest.

2) Risk of "failure to act" petition
Because the legislature was not able to retroactively change the city's original 2004 deadline for compliance, theoretically the city remains vulnerable to a "failure to act" petition until you "take legislative action" (resolution or ordinance) declaring that your update is complete. RCW 36.70A.130(1)(b)]

CTED recommends that if local governments are delayed too long they reduce this risk by taking steps to demonstrate good faith and progress through a resolution that documents local progress already made and containing a schedule for completing the update. However, this hardly seems necessary if you are making progress and intend to take your final update action (e.g., CAO adoption) later in December.

Good luck, and please let me know if you need further information.

Tim Gates
Growth Management Services
Department of Community, Trade and Economic Development
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email: timg@cted.wa.gov
web site: www.cted.wa.gov/growth
<<Tim Gates (CTED) (E-mail).vcf>>

12 November 2005

Shoreline City Council
City of Shoreline
Shoreline City Hall
17544 Midvale Ave. N.
Shoreline, WA 98133

Dear Councilors,

My wife, Sonja, and I want to express our deep concern about the adoption of the Critical Areas Ordinance (CAO) without inclusion of amendments that permit Exemptions for Views. Again, I fear the City Planning Commission has given you poor advice as we discuss below.

One of the wonderful aspects of the City of Shoreline is the diversity of neighborhoods that exist within the City. Those of us who live in Innis Arden reside in a community that was established over 50 years ago as a view community with mountain and water views. This is one of the few neighborhoods in the City which has this characteristic hallmark feature.

Innis Arden has had considerable experience in managing and maintaining its reserves and the views that make the neighborhood beautiful and unique. Without management by the Innis Arden Board, the reserves could become ugly as well as a fire hazard to those of us who live here. Furthermore, it would appear that the City would become heavily involved in their maintenance. Is this the wisest use of our tax dollars in Shoreline? Do we really need micromanagement of our reserves from this added level of government considering the expense associated with the bureaucracy required for this?

Moreover, those of us who voted to become incorporated into the City did not wish, nor could ever have imagined that the property rights in our community would be assumed by those who do not reside here. Why cannot the City respect the long-standing covenants of neighborhoods that have been part of the community for so long?

The model that many of us would recommend would be compatible with protecting the critical areas and at the same time providing management and maintenance of the reserves for views in attractive park-like settings. Why not at least adopt a specific statement in the CAO that the City will work with the Innis Arden Board to develop a plan for dealing with views that is compatible with the community covenants?

We appreciate this opportunity to express our opinions about the CAO as they pertain to views. While we applaud your efforts in dealing with these issues, we encourage you to work with the neighborhoods in developing ordinances that are a win – win situation for the City and the distinctive neighborhoods that make the City so diverse and vibrant. After all, beautiful views of Puget Sound and the Olympic Mountains are inspiring to all City residents and have been part of the City of Shoreline long before it became incorporated. Is what the City contemplating on doing to the view communities in Shoreline really well thought through and fair or a blanket cross-city plan that is overly simple and mean-spirited?

A final question for you to ponder: If you had the authority to do so, would you also impose your inflexible rules on trees and views to the Richmond Beach Waterfront Park with its spectacular views of the Sound and Mountains? This park adjoins Innis Arden and is contiguous with its reserve areas.

Sincerely,

James T. Staley
18545 Springdale CT NW
Shoreline, WA 98177
cc: Matt Torpey, Shoreline Planner

Sonja J. Staley

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Public Hearing and Adoption of Ordinance No. 398 Updating Critical Areas Regulations, Phase II
DEPARTMENT:	Planning and Development Services
PRESENTED BY:	Matthew Torpey, Planner II

PROBLEM/ISSUE STATEMENT:

The City of Shoreline is required to update its Development Code as it relates to critical areas periodically as required by the Washington State Growth Management Act (GMA), RCW 36.70A.130 which states "Each comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the county or city that adopts them". The deadline established by the Washington State Department of Community, Trade and Economic Development (CTED) is December 1, 2005.

The City of Shoreline chose to divide the adoption of its critical areas ordinance into two phases. The first phase of changes to the critical areas regulations was adoption of procedural amendments by Ordinance 324 in on June 23rd, 2003. The second phase of updates to the critical areas regulations is the adoption of "substantive" changes to the Development Code which is before the Council at this time.

The Planning Commission held workshops and public hearings to review the proposed changes to the critical areas regulations on January 20, February 17, March 17, April 7, July 21, and formulated its recommendation to Council on the proposed amendments on August 4, 2005. The final vote on the recommended draft version was 6 in favor, one opposed.

FINANCIAL IMPACT:

The Washington State Department of Community, Trade and Economic Development awarded the City of Shoreline a grant of \$42,000 to update the Development Code, environmental procedures, and regulations. City of Shoreline staff and consultants have provided the attached draft critical area code update while keeping expenditures within granted amount.

RECOMMENDATION

The Planning Commission recommends that Council approves Ordinance No. 398.

Approved By: City Manager _____ City Attorney ____

INTRODUCTION

The Growth Management Act requires cities and counties to “adopt development regulations that protect critical areas that are required to be designated. “¹ “In designating and protecting critical areas..., counties and cities shall **include the best available science... to protect the functions and values of critical areas**”² [emphasis added].

The Growth Management Act defines critical areas as:³

- Wetlands
- Fish and wildlife habitat conservation areas
- Aquifer recharge areas
- Geologically hazardous areas
- Frequently flooded areas

In 2003, it was decided that the update of the critical areas regulations would be divided into two phases. The first phase of the review of the update to the Critical Areas Ordinance involved administrative and procedural changes to the Development Code. Numerous workshops and public hearings were held before both the Planning Commission and City Council resulting in the passage of Ordinance 324. The second phase of the update to the critical areas regulations was put on hold pending the passage of the Shoreline Comprehensive Plan update and adoption of the Shoreline Stream Basin and Characterization report. Both of these items were adopted by the Council in 2005.

The second phase of revisions, now before the Council include those revisions that will address the substantive protection standards contained within the Critical Areas Ordinance.

BACKGROUND

A review of the critical areas regulations by staff, consultants, citizens, and state and local agencies uncovered a variety of items in our current regulations that should be changed or updated including the following main issues:

- Significant increases in stream and wetland buffer requirements, ranging from 15% to 250%.

¹ RCW 36.70A.060(2)

² RCW 36.70A.172(1).

³ RCW 36.70A.030(5).

- Elimination of the disparity in levels of protection between wetlands and streams.
- Significant increases in Wetland replacement and enhancement ratios.
- Clarification of the terms “salmonid fish use”.
- Clarification that Fish and Wildlife Habitat areas are places formally designated by the City of Shoreline, based upon a review of BAS and input from the Washington Department of Fish and Wildlife, Washington Department of Ecology and other agencies.
- A new provision encouraging the restoration of piped and denigrated watercourses.
- Amends the definition of “reasonable use”

A table identifying proposed code changes with their appropriate code section and a description of the changes is included as Attachment E.

The Planning Commission held workshops and public hearings to discuss the staff recommended changes on January 20, February 17, March 17, April 7, July 21, and August 4, 2005. The Commission recommended approval of all proposed changes by staff with the exception of recommending a Critical Areas Stewardship Plan that would allow for trimming and cutting of trees in critical areas provided that it can be proven through various environmental analysis that the functions and values of the critical areas would be retained. The City Council was presented with and passed a motion to initiate mediation regarding this matter as well as mediate the definition of “hazardous trees”.

Public Comment:

As of October 10, 2005, 86 public comment letters have been received. Of these 86 approximately 90% of comments regarded view preservation and tree issues. The remaining 10% were letters of support for the draft code, specifically acknowledging the increase in buffers for streams and wetlands as well as the proposed increase in wetland buffer enhancement and replacement ratios.

Comment letters were also received from CTED who acts as the clearinghouse to solicit comments from agencies within the Washington State Government. These agencies include, but are not limited to: Washington State Department of Fish and Wildlife, Department of Ecology, Department of Health, King County Environmental Health and the Attorney Generals Office to name a few. Staff has attached the comments received from CTED as well as separate comments received from the Department of Ecology (DOE) (Attachment B), and included a brief analysis of these comments and how they were incorporated into our code changes (Attachment F).

Any member of the Council or public may view all of the public comments in their entirety at www.cityofshoreline.com. On the main page of the City’s website is a listing for “Critical Areas Ordinance”. Following this link will lead to all provided comments presented chronological order. Attaching all public comments received by the Planning Commission would prove to be overwhelming due to the excessive length of the combined comments (over 500 pages).

SEPA:

Staff issued notice of an anticipated threshold determination of non-significance on October 6, 2005. The comment period on SEPA closes October 20, 2005. The reason for this relatively late date of SEPA issuance was because of the need to hold the noticing of SEPA until the draft code was finalized. The date staff finalized the draft Critical Areas Ordinance was October 4, 2005. This coincides with the Council's motion to remove the definition of "hazardous trees" from the draft code and begin mediation proceedings regarding tree view issues and a Critical Area Stewardship Plan on October 3, 2005.

State and Agencies with Jurisdiction Review:

As required by the Growth Management Act, staff mailed the proposed changes to the critical areas ordinance to the Washington State Office of Community Development on January 10, 2005 for the mandatory 60 day review period. CTED acts as the "clearinghouse" agency with jurisdiction for review and distribution of each jurisdiction's critical areas ordinance. The City was notified of receipt of the documents and at the close of review, the agency's comments are included as Attachment B.

RECOMMENDATION

The Planning Commission recommends that Council approves Ordinance No. 398.

ATTACHMENTS

- Attachment A: Ordinance 398 with Exhibit A (Staff and Planning Commission Recommended Draft dated October 6, 2005)
- Attachment B: CTED and DOE Public Comment Letters
- Attachment C: Adolphson and Associates Best Available Science Memorandum
- Attachment D: Planning Commission Minutes of January 20, February 17, March 17, April 7, July 21, and August 4, 2005
- Attachment E: Table of code sections proposed to be changed in Exhibit A
- Attachment F: Staff analysis of comments provided by CTED and DOE

**City of Shoreline Critical Areas Ordinance
Overview of Proposed Changes**

Topic	Code Section	Description of Proposed Change
Critical Areas Definition	20.20 Critical Areas	Change the definition to match the state definition that is consistent with the Growth Management Act
Reasonable Use Definition	20.20.044 R	Eliminate the last sentence of the definition that states that "Reasonable use shall be liberally construed to protect the constitutional rights of the applicant."
Stream Definition	20.20.046 S	Add a sentence that clarifies that water need not be present year round for a channel or bed to be considered a stream.
Requiring Tree Planting	20.50.360(C)	Require a replacement tree to be planted in the event a tree that is hazardous, dead, or dying is removed.
Wetland Exemptions	20.80.030(F)	Previously all wetlands under 1000 square feet were exempt from regulation. Change the exemption so that only isolated wetlands of the same size are exempt from regulation.
Conservation Activities	20.80.030(H)	Add a new exemption that allows conservation activities and native vegetation planting in critical areas and their buffers.
Activities in a critical area	20.80.030(L)	Include beach and water related activities among the other actions allowed within a critical area.
Notice to Title	20.80.050	Require applicants to place a notice on title when the presence of critical areas is known.
Mitigating Impacts to Critical Areas	20.80.080	This section is altered to clarify what steps that applicant must take if impacts to critical areas or their buffers are proposed.

Topic	Code Section	Description of Proposed Change
Geologic Hazard Areas	20.80.210	The designation of geologic hazard areas is further defined to explicitly designate areas that have one or more qualifiers of a hazard area.
Classification of Geologic Hazard Areas	20.80.220	Change the typing classification of geologic hazard areas to remove ambiguity. Previously there were both classes of hazards as well as named hazards. Number classifications are removed in favor of more descriptive named categories.
Landslide Hazard Buffer	20.80.230	Include a specific required buffer area for landslide hazard areas. Code previously did not establish a buffer for landslide hazard areas.
Bonding Work in Geologic Hazard Areas	20.80.250(B)(11)	Require the posting of a bond to cover monitoring and maintenance of work within a geologic hazard area
Fish and Wildlife Habitat	20.80.270	Broaden the definition of Fish and Wildlife Habitat Conservation Areas to include wetlands, streams, their buffers, and the Puget Sound up to the ordinary high water mark.
Wetland Definition	20.80.310	The definition of wetland is being expanded to be consistent with the GMA, also it addresses what areas are not considered wetlands such as bio-swales, ditches, and detention facilities.
Wetland Buffers	20.80.330(B)	Wetland buffers are proposed to be increased for all wetland types. The percentage of increase ranges from 15% to 250%.

Topic	Code Section	Description of Proposed Change
Wetland Buffer Averaging	20.80.330(F)	This section is altered to clarify the requirements of buffer averaging as well as including statements to ensure that equal or greater protection of the wetland is achieved if buffer averaging is used.
Wetland Replacement Ratios	20.80.350(D)	Wetland replacement and enhancement ratios are proposed to be significantly increased to comply with the Department of Ecology's recommended ratios.
Stream Classifications	20.80.470	The stream classifications are simplified to focus on salmonids as a determining factor in stream classification. Additionally, a new stream classification "piped stream segments" is added to address when a stream enters an underground channel.
Salmonid Fish Use	20.80.470(F)	This section is added to clarify exactly what salmonid fish use means, and when to apply code sections that deal with salmonid fish use.
Stream Buffers	20.80.480(B)	Stream buffers are proposed to be increased for all stream types. The buffer requirements will match those of the wetland buffers to remove inconsistency of buffer application.
Stream Buffer Averaging	20.80.480(F)	Similar to wetland buffer averaging, this section is clarified and wording is added to ensure an equal or greater level of protection in the event stream buffer averaging is applied.

Topic	Code Section	Description of Proposed Change
Restoring Piped Watercourses	20.80.480(H)	Under the current code, there is a disincentive to an applicant or agency who wishes to restore piped watercourses. If a piped watercourse were to be “daylighted” under the current code, the full buffer width would apply severely limiting development that may occur when an applicant proposed to improve a stream corridor.

ORDINANCE NO. 398

AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON AMENDING THE DEVELOPMENT CODE TO UPDATE AND CLARIFY ADMINISTRATION AND PROCEDURES FOR IMPLEMENTING CRITICAL AREAS REGULATIONS INCLUDING AMENDING THE SHORELINE MUNICIPAL CODE CHAPTERS 20.20, 20.50, AND 20.80.

WHEREAS, the City adopted Shoreline Municipal Code Title 20, the development Code, on June 12, 2000; and

WHEREAS, The City has completed a review of its development regulations in accordance with the Washington State Growth Management Act (GMA), RCW36.70A.130, which states "Each comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the county or city that adopts them"; and

WHEREAS, the City initiated review of its critical areas regulations in 2002 and adopted general provisions related to the critical areas in 2003

WHEREAS, the Planning Commission developed a recommendation on the amendments; and

WHEREAS, a public participation process was conducted to develop and review amendments to the Development Code, Critical Areas including:

- A public comment period was advertised from December 17, 2004 to January 20, 2005.
- The Planning Commission held workshops and a public hearing on the proposed amendments on January 20, February 17, March 17, April 7, July 21 and formulated its recommendation to Council on the proposed amendments on August 4, 2005; and

WHEREAS, the proposed amendments were submitted to the State Department of Community Development for comment pursuant to WAC 365-195-820; and

WHEREAS, the Council finds that the amendments adopted by this ordinance are consistent with and implement the Shoreline Comprehensive Plan and comply with the adoption requirements of the Growth Management Act, Chapter RCW 36.70A and;

WHEREAS, the Council finds that the amendments adopted by this ordinance meet the criteria in Title 20 for adoption of amendments to the Development Code;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF
SHORELINE, WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. Amendment. Shoreline Municipal Code Chapters 20.20, 20.50, and 20.80 are amended as set forth in Exhibit A, which is attached hereto and incorporated herein.

Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date and Publication. A summary of this ordinance consisting of the title shall be published in the official newspaper and the ordinance shall take effect five days after publication.

PASSED BY THE CITY COUNCIL ON DECEMBER 12, 2005

Mayor Ronald B. Hansen

ATTEST:

APPROVED AS TO FORM:

Scott Passey
City Clerk

Ian Sievers
City Attorney

Date of Publication: December 15, 2005
Effective Date: December 20, 2005

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 foot 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.

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

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):

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

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
Total Estimated Ongoing Costs	\$528,947

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.

Total Case Filings (Median-1995/1996-2004)	Estimated Revenue	Estimated Expenditures	Revenues-Expenditures
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 recoupment 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 Cities¹ 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.

¹ 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:

King County Deputy Prosecuting
Attorney

Approved as to Form:

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	215,979	209,466
F	Facilities - Call Center/Payment Center	16,485	87,802
G	Reconciliation Costs	823	1,939
H	One-Time Technology Costs based on		
	Useful Life (Electronic Court Records)	45,754	51,895
I	One-Time Costs for Technology		
	Improvement Projects	16,567	
TOTAL CITY CASE COSTS IN 2004:		2,955,263	3,589,526
TOTAL CITY REVENUE IN 2004		\$3,199,854	4,117,470
Percentage of Total City Case Costs		92.36%	87.18%
City Dedicated Costs			
J	Dedicated City space		
TOTAL CITY COSTS w/ DEDICATED		2,955,263	3,589,526

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			-	-	27,300	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	2,721	18,600	\$18,600
Covington	61,730		61,730	63,169	47,377	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	414,669	113,991	\$113,991
Sammamish	95,310		95,310	38,091	31,725	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	51,330	11,857	\$11,857
Woodinville	45,584		45,584	122,300	62,785	(17,202)	
Total	2,955,263	0	\$2,955,263	\$2,955,263	\$2,399,891		

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%
Subtotal without Probation	23.75	110.67	2.44	10.57	28.30	4.07				179.80	\$ 12,468,387	100.00%

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
Subtotal Probation Costs	14.33	0.32	1.37	7.76	0.53	3.00	18.50	6.75	52.55	\$	2,982,454
Probation as Percentage of Total Staff											22.62%

Total District Court Costs	23.75	125.00	2.76	11.94	36.06	4.59	3.00	18.50	6.75	232.35	\$	15,450,841
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*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%

<u>Dpt_DISTRICT COURT(0530)</u>	<u>2004 Total District Court</u>	<u>Probation 22.62% where applicable</u>	<u>Net less probation</u>	<u>Comments</u>
CX FUND				
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 & FACLTY 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	
Expenditures	4,664,405	594,176	4,070,229	
CJ FUND				
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	
Expenditures	31,526	7,130	24,396	
Total District Court	4,695,931	601,306	4,094,625	
REMOVE ACCOUNTS:				
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 & FACLTY MGMT	1,151,723	260,489	891,234	
55331 LONG-TERM LEASES	483,315	-	483,315	
Total Removed Accounts	2,212,383	260,489	1,951,894	
SubTotal to Apply Multiplier to:	2,483,548	340,817	2,142,731	
Multiplier (from Program Budget Salaries/Benefits, see Tab A)			16.57%	
"CITY CASE COSTS"			354,977	

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</u>		<u>District Court</u>	<u>Under Sheriff</u>			<u>% Allocation</u>	<u>City Case Costs</u>
	<u>Court</u>	<u>Percentage</u>	<u>District Court</u>	<u>Contracts</u>	<u>Sheriff contract Allocation</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	Attachment D		
Records Management	\$ 8,262	77.38%	\$ 6,393	\$ -				
PAO	\$ 183,681	77.38%	\$ 142,137	\$ -				
Overhead to District Court:	\$ 2,443,319			\$ 1,681,760				\$ 18,067

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.

ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

District Court Facilities - Operating and Rent

Year 2007								
Facility	Sq 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 Percent by Facility:	City Case Costs
Bellevue	-			-		-	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
Total	56,845	9,748	-	47,097		1,214,213		221,047

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
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 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.
2. 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.
3. 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

<u>Facility</u>	<u>Total Sheriff Security Costs per Facility</u>	<u>Average of Judicial percentage and clerical percentage</u>	<u>City Case Costs</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
			215,975

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
	\$ 147,131

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
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>by facility</u>	<u>Shared Space</u>	<u>Total per foot</u> <u>cost</u>	<u>Multiplier</u>	<u>City Case</u> <u>Costs</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
Total Costs					16,465

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			
Total Costs for reconciliation	\$823			\$823

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
Sum of All Hours	13.00

Methodology/Definitions/Notes:

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

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
Total Costs	<u>1,380,922</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.

One-Time Costs for Technology Improvement Projects

	City Contribution		
	Threshold	City Multiplier	City Share
2007	100,000	16.57%	16.56%
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		

Reserve				
Beginning Balance	Expenditures	Interest Earnings	Ending Balance	Reserve Cap*

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

Methodology/Definitions/Notes:

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

Summary of All City Case Costs

This attachment (and NonFacility 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 cities 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	2,065,587	2,065,587	
B	Salaries and Benefits less Probation	354,977	354,977	
C	Non-Facility costs/Non-CX overhead costs less probation	18,067	18,067	
D	Current Expense Overhead	221,047		221,047
E	District Court Facilities - Operating and Rent	215,975		215,975
F	Security Costs per Facility	16,465	16,465	
G	Facilities - Call Center/Payment Center 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	
TOTAL CITY CASE COSTS IN 2004:		2,955,263	2,518,240	437,022
TOTAL CITY REVENUE IN 2004		3,199,854		

City Dedicated Costs

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

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
Total	\$ 2,518,240	\$ 437,022	\$ -	\$ 2,955,263	\$ 3,199,854	\$ 244,591

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	
TOTAL CITY CASE COSTS IN 2004:		2,955,263	\$ 2,955,263	\$ 437,022
TOTAL CITY REVENUE IN 2004		\$ 3,199,854		

City Dedicated Costs

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

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
Camation	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
Total	122,978	100%	\$ 2,516,240

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
Camation	\$ 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
Total	\$ 2,065,587	\$ 354,977	\$ 18,067	\$ -	\$ 823	\$ 45,754	\$ 16,567	\$ 2,516,240

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 Need/Judicial Weights
			Clerical 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	
TOTAL CITY CASE COSTS IN 2004:		2,955,263	\$ 2,518,240	\$ 437,022
TOTAL CITY REVENUE IN 2004		\$ 3,199,854		

City Dedicated Costs

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

Facility and Security Costs

Spreading Attachment D and E across each City

Calculation of Multiplier by Facility:								Attachment D		Attachment E	
Clerical Need Percentage				Judicial Need Percentage				District Court Facilities - Operating and Rent	Security Costs per Facility	Total per City	Average of the percent values of the Clerical Need by Facility Method and the Judicial Need by Facility Method:
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					
Belleuve	14.24	100.00%		1.03	100.00%			0	86,533	86,533	
Belleuve	14.24	100.00%		1.03	100.00%			0	86,533	86,533	
Beaux Arts	0.00	0%		0.00	0%			0	0	0	
Burien	2.10	100.00%		0.45	100.00%			29,838	16,586	46,424	
Burien	2.10	100.00%		0.45	100.00%			29,838	16,586	46,424	
Burien	2.10	100.00%		0.45	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	
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	
Sammamish	0.84	51.77%		0.08	40.91%		46.34%	16,442	6,768	23,210	
Shoreline	0.54	33.61%		0.06	31.79%		32.70%	11,601	4,775	16,377	
Shoreline	0.54	33.61%		0.06	31.79%		32.70%	11,601	4,775	16,377	
Redmond	0.21	3.42%		0.03	2.60%		3.01%	2,034	1,267	3,301	
Redmond	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	
Duvall	0.41	6.71%		0.03	2.60%		4.65%	3,147	1,960	5,107	
Redmond	0.05	82.59%		0.08	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	
Shoreline	0.54	33.61%		0.06	31.79%		32.70%	11,601	4,775	16,377	
Kenmore	1.30	28.61%		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	
Covington	0.82	100.00%		0.14	100.00%		100.00%	3,781	4,893	8,674	
Total								221,047	215,975	437,022	

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
Redmond	11,666	2,001	included for an unused courtroom. DC probation occupies several offices off the main lobby hallway. 1020
Shoreline	11,524	1,624	USF is included for an unused courtroom. Kent municipal court and DC probation occupy space in the Aukeen facility.
Kent	7,055	2,405	
Total	56,845	9,748	

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	63,469	47,377	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
	4,272,273	3,198,586	1,068,068	4,293,981	3,220,486	1,073,495	3,602,836	2,702,127	900,709
Total City Revenue	4,272,273			4,293,981			3,602,836		
Less non-contract cities	-147,082			-176,511			-402,982		
Total Contract City Revenue	4,125,191			4,117,470			3,199,854		

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
JURISDICTION												
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
Total State/County	45,826	1,889	2,791	925	3,780	1,460	15,773	4,782	604	5,508	3,108	86,446
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
Total Contract Cities	26,564	243	584	910	2,573	0	0	0	0	0	6,865	37,739
Total KCDC	72,390	2,132	3,375	1,835	6,353	1,460	15,773	4,782	604	5,508	9,973	124,185

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
WEIGHTS - CLERICAL	3	2	10	8	9	4	7	6	8	2	1	
JURISDICTION												
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
Total State/County	137,478	3,778	27,910	7,400	34,020	5,840	110,411	28,692	4,832	11,016	3,108	374,485
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
Snoqualmie	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
Total Contract Cities	79,692	486	5,840	7,280	23,157	0	0	0	0	0	6,865	123,320
	217,170	4,264	33,750	14,680	57,177	5,840	110,411	28,692	4,832	11,016	9,973	497,805

KING COUNTY DISTRICT COURT JUDICIAL ALLOCATION 2004							
JURISDICTION	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
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
Total Bellevue	0.60	0.98	0.00	0.00	0.99	0.11	2.68
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
Total Issaquah	0.38	0.58	0.71	0.48	0.18	0.10	2.43
King County - Redmond	0.55	1.12	0.14	0.50		0.10	2.40
Camation					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
Total Redmond	0.55	1.12	0.14	0.50	0.96	0.14	3.40
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
Total Shoreline	0.40	0.85	0.08	0.00	0.67	0.08	2.08
Total East Division	1.93	3.53	0.93	0.98	2.61	0.42	10.59
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
Total Burien	0.68	1.83	0.05	0.50	0.43	0.14	3.63
King County - Kent	0.10	1.59	0.60	2.70		0.21	5.20
Covington					0.14	0.01	0.14
Total Kent	0.10	1.59	0.60	2.70	0.14	0.21	5.35
Total South Division	0.78	3.42	0.65	3.20	0.57	0.36	8.98
King County - Seattle	0.10	0.81	1.37	1.72		0.17	4.17
Total Seattle Division	0.10	0.81	1.37	1.72	0.00	0.17	4.17
Total KCDC	2.80	7.75	2.95	5.90	3.67	0.94	23.75

This sheet has been modified to reflect the metho

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	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
Camation	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
	2.89	0.49	0.12	3.49

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

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
Total	5.90

2005 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION							
118.24	Total Caseload Weight	% of Weight	% of 118.24 Clerk FTEs	Passport FTEs	Specialty FTEs	Centralized FTEs	Total Allocation
JURISDICTION							
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
Total State/County	374,485	75.23%	88.95	2.51	12.25	11.28	114.99
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
Total Contract Cities	123,320	24.77%	29.29	0.00	0.00	3.72	33.01
	497,805	100.00%	118.24	2.51	12.25	15.00	148.00

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				

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

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

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

FACILITY RATES

Burien, Kent, Redmond, Shoreline, and Support Services Facility Rates							
	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.

Issaquah Facility Rate						
	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.

District Court Issaquah Facility: Lease Model

Residual Value - On a Market Value Basis

20 year

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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 1st following the date of termination.

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

Section	Summary
1.0 - Term	
1.0 - Term	<ul style="list-style-type: none"> • Effective date – January 1, 2007 • Initial 5-year term (2007-2011) • Automatic extensions for two additional 5-year terms, unless terminated (2012-2016; 2017-2021) • 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
2.0 Services; Oversight Committee	
2.1 – Services Defined	<ul style="list-style-type: none"> • No material change from existing agreement <ul style="list-style-type: none"> • All case processing and management functions related to municipal cases are to be provided by the Court
2.2 – GR-29	<ul style="list-style-type: none"> • 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)
2.2.1 – Case Processing and Management	<ul style="list-style-type: none"> • 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.
2.2.2 – Changes in Court Processing	<ul style="list-style-type: none"> • 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.
2.2.3 – Customer Service Standards	<ul style="list-style-type: none"> • 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.
2.2.4 – Probation Services	<ul style="list-style-type: none"> • 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 1st of the year probation services are not desired.
2.2.5 – Purchase of Additional Services	<ul style="list-style-type: none"> • 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.
2.2.6 – Regular Calendars	<ul style="list-style-type: none"> • Added a definition of Regular Calendars (recurring court calendar which requires the attendance of the City prosecutor, public defender or police officers) • 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.
2.2.7 – Judicial Services	<ul style="list-style-type: none"> • 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.

Section	Summary
	<ul style="list-style-type: none"> • Cities using the same facility must agree on one common pool. • Only judges from the pool can hear Regular Calendars unless the Chief Presiding Judge deems an alternative assignment is necessary.
2.2.8 – County to provide necessary personnel	<ul style="list-style-type: none"> • 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.
2.3 – District Court Management Review Committee (DCMRC)	
2.3.1 – DCMRC	<ul style="list-style-type: none"> • The intent is for the DCMRC to function as a forum for discussion and resolution of systemwide issues. DCMRC makes recommendations and/or guidelines. • Modified DCMRC to add other members of the Court staff • Modified DCMRC to allow each city to have a representative on the committee (instead of current limit of 7 city representatives) • Cities required to notify the Presiding Judge of name, phone #, e-mail & postal address where notices sent. • The Presiding Judge is responsible for scheduling meetings.
2.3.2 – DCMRC Decisions and meetings	<ul style="list-style-type: none"> • DCMRC makes decisions upon mutual agreement of cities & the County. • 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.
2.3.3 and 2.3.4– Duties of DCMRC	<ul style="list-style-type: none"> • 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.
2.4– Court Facility Management Review Committee (CFMRC)	<ul style="list-style-type: none"> • No material change to current agreement. Cities must provide the Presiding Judge with names and addresses of who should receive notice of CFMRC meetings.
3.0 – Facilities	
3.1.1 – Current facilities	<ul style="list-style-type: none"> • 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.
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"> • 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. • 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.
3.1.5 - Aukeen	<ul style="list-style-type: none"> ▪ The County may relocate the facilities currently provided at the Aukeen court (Kent) to the Regional Justice Center.
3.1.6 – Annual Facility Charges	<ul style="list-style-type: none"> • 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. • Payments by cities do not entitle the cities to any funds or credit toward replacement of the facility. • 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.

Section	Summary
	<ul style="list-style-type: none"> The annual rate is provided in Exhibit D (no more than \$24.45/sf in 2007). Only cities using each facility will share in the city cost for that facility. 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.
3.1.7 - Issaquah	<ul style="list-style-type: none"> Because Issaquah is a newer facility and higher cost to the County, the Issaquah charges are different than the other facilities. The annual rate is provided in Exhibit D (no more than \$29.65/sf in 2007)
3.1.8 – Charges for Call center and Payment Center	<ul style="list-style-type: none"> All cities will share in paying the cities' share of cost for the payment center and call center. 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).
3.2 –Bellevue Court	<ul style="list-style-type: none"> Provides set timeframe for Bellevue and the County to enter into a separate agreement to determine the future location of the Bellevue District Court. The separate agreement will provide for the location of a court within the city of Bellevue, cost sharing responsibilities, ownership, implementation schedule etc. The initial steps include Bellevue and the County working together to conduct a market analysis and identify facility options by April 30, 2006. The County and Bellevue must enter into negotiations for the separate agreement by July 1, 2006. 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). The District Court will continue to operate at Surrey Downs under a separate agreement between Bellevue and the County.
4.0 – Revenues and Payments	
4.1 – Filing Fees Established	<ul style="list-style-type: none"> No material changes from current agreement. Filing fees can be changed each year by the DCMRC.
4.2 – Compensation for Court Costs	<ul style="list-style-type: none"> No change from current agreement. Cities will continue to pay court costs by having the County retain a certain portion of city revenues.
4.3 – Reconciliations	<ul style="list-style-type: none"> Annual reconciliations of cost and revenues must be completed by July 31st of each year.
4.4 – Revenue retention	<ul style="list-style-type: none"> 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. Total costs for all cities will be calculated the same as the current Agreement. Cities will allocate the cost of the cities' share of the operations cost to each city based on weighted caseload and judicial need. The cities' share of each facility's cost will be allocated to those cities using each facility.
4.5 – Payments as a result of reconciliation	<ul style="list-style-type: none"> If reconciliation shows a city over paid, the city can request payment from the County or receive credit for the upcoming year. If reconciliation shows a city under paid, the city must pay the County the difference within 75 days.
4.6 – Revenue in lieu of filing fees	<ul style="list-style-type: none"> No change from current agreement.
4.7 – Revenue retention upon leaving	<ul style="list-style-type: none"> If a city terminates the Agreement, revenues received by the County after the termination date for cases filed prior to termination will be distributed based on the same percentage for that city at the time of the expiration.

Section	Summary	
4.8 – Technology	<ul style="list-style-type: none"> • 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). • 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) • Cities shall not be required to pay any additional amounts for technology projects. • The County must involve cities in technology planning and must provide a 5 year technology plan. • 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. • If a city terminates the Agreement, their share of the cities reserve fund shall be provided to the city. 	
4.9 – Local Court Revenues Defined	<ul style="list-style-type: none"> • One change to allow cities to start a traffic school and to exclude revenues from definition of “local court revenues” 	
4.10 – Retention of local court revenues	<ul style="list-style-type: none"> • No change from current agreement 	
4.11 – Monthly Reporting	<ul style="list-style-type: none"> • No change from current agreement 	
4.12 – Payment of State Assessments	<ul style="list-style-type: none"> • No change from current agreement 	
5.0 – Re-opener		
5.0 – Re-opener	<ul style="list-style-type: none"> • Any issue may be referred to dispute resolution. • Facility disputes not resolved by the CFMRC are referred first to the DCMRC. If not resolved, either party may request non-binding mediation. • Both parties share equally in mediation costs unless DCMRC by mutual agreement determines a different city share of the cost. • System disputes start at the DCMRC and then follow the same process for non-binding mediation. 	
6.0 – Resolution of Disputes Resulting from Specified Events		
6.0 – Resolution of Disputes Resulting from Specified Events	<ul style="list-style-type: none"> • 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. • Dispute resolution process remains the same except a time limit of 120 days is provided for DCMRC and 	

Section	Summary	
	<p>mediation to resolve the dispute.</p> <ul style="list-style-type: none"> • If dispute is not resolved, either party may provide notice of intent to terminate. • 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. 	
7.0 – Re-opener	<ul style="list-style-type: none"> ▪ Allowed by mutual agreement of the County and Cities. 	
8.0 – Temporary waiver of binding arbitration	<ul style="list-style-type: none"> • No material changes to current agreement 	
9.0 to 20.0	<ul style="list-style-type: none"> • No material changes to current agreement 	

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
Total	758	3,739	4,997	6,157	5,273	7,451	7,344	7,604	8,692	5,491	4,696