

To: City Council

C.4

From: Mayor Rosemarie Ives

Date: December 2, 2003

RE: **AUTHORIZATION FOR MAYOR TO SIGN INTERLOCAL
AGREEMENT WITH KING COUNTY FOR COURT SERVICES FOR
2005-2006**

I. RECOMMENDED ACTION

Authorize the Mayor to sign an interlocal agreement in substantially the form attached for the provision of court services by King County for 2005-2006.

II. DEPARTMENT CONTACTS

Jane Christenson, Assistant to the Mayor, Office of the Mayor (425) 556-2107
Nina Rivkin, Senior Policy Analyst, Office of the Mayor (425) 556-2103

III. DESCRIPTION

Background

The City of Redmond contracts with King County for the provision of court services from King County District Court. On February 14, 2002, King County Executive Ron Sims notified the City of Redmond, and the fifteen other cities contracting with King County for court services, that the County was terminating the Interlocal Agreement for Court Services at the end of the contract period. The term of the current Interlocal Agreement is January 1, 1999 – December 31, 2004.

As a result of the termination notice, the sixteen contract cities joined together in the fall of 2002 to pursue possible discussions with the County regarding a successor agreement. In addition, these cities and a few municipal court cities coordinated efforts to explore options for municipal court services and evaluate joint municipal courts.

The County was concerned that entering negotiations would allow cities to invoke mandatory arbitration for continued court services at marginal cost. Therefore, the County requested cities waive arbitration rights for a defined period to enable negotiations to occur. On June 17, 2003, the City Council authorized the mayor to waive arbitration rights, and each of the cities signed waivers of arbitration, for the time period July – September 16th. The waiver included a provision to allow extension of the waiver

if agreed to by both parties. Negotiations commenced in July, and after an extension of the waiver of arbitration to September 30th, negotiations were eventually concluded.

Negotiations

Cities developed principles to guide the district court negotiations, which are included in Attachment 1. The major issues that were discussed during negotiations included:

1. Commitment to long-term services/contract
2. Costs for court services and the cities' share of costs
3. Cities' payment/revenue split required to cover cities' share of costs
4. Services

An agreement was reached between the County and City negotiating teams for a short-term agreement, which will provide for continued court service and provide cities and the County an additional two years to evaluate the future of the District Court System and municipal court services.

Court Services Beyond 2006

The City will continue to work with the County on long-range planning for court services and a long-term agreement for such services. At the same time, staff will continue to explore alternatives for court services, and development of a municipal court. This two-year agreement for court services will provide the City an additional two years to evaluate the best option for the City for the provision of court services.

Terms of Interlocal Agreement for Court Services

Provided below is a summary of the major components of the proposed agreement, which is included as Attachment 3.

- Term: 2005-2006, with potential for extension based on long-range planning to be performed by the County during 2004 and the first part of 2005.
- Long-term Agreement: Long-term contract to be discussed after county development and adoption of an Operational Master Plan (OMP) and Facilities Master Plan (FMP) for District Court, to be completed in 2004/2005. Cities will be able to participate in all planning activities for OMP and FMP.
- Costs: Cities will pay their share of all direct costs and directly related overhead, with defined cost categories and allocation of costs (costs include salary, benefits, facility/security costs, technology, and overhead directly related to services).
- Payment: County will retain 86% of revenues received from city cases to cover costs and cities will retain 14% of revenue from city cases. County currently retains 75% of revenues and cities retain 25% of revenues, however this is not based on cities' actual share of costs; the current contract includes this 75/25 split as payment for court services.
- Reconciliation: A reconciliation of actual costs and revenue will be performed yearly, with a year-end adjustment if cities have over-paid or under-paid (cities will receive a payment/credit or pay based on outcome of reconciliation) and revenue split

will be adjusted if necessary. In 2004, cities will pay up to \$10,000 to cover actual costs to develop reconciliation model.

- Services: Current services will be maintained; County cannot reduce services to cities if the District Court budget is further reduced. A system-wide oversight committee will be established, with city and court representatives from each court facility, to monitor annual reconciliation and address service and other system-wide issues.
- Location of Services: Cities will be included in any plans to close court facilities and will be provided 12 months notice of any facility closures or significant relocation of services. Directly affected cities will have the ability to opt out of the contract, as well as be provided options to purchase or lease the facility or pay county costs to keep the facility open (it is expected that closures will not be proposed until completion of the Facility Master plan, which the County expects to finish in early 2005. It is highly unlikely the County would close the Redmond court facility during the period of the short term agreement, as the other facilities in east King County do not have sufficient courtrooms to absorb the caseload currently handled at the Redmond facility).

IV. FINANCIAL IMPACT OF INTERLOCAL AGREEMENT

Using 2003 costs and revenues, the financial impact to Redmond under this agreement would increase the city's court services costs by approximately \$78,000 annually. Attachment 2 provides an estimated financial impact on each contract city. This financial impact is based on the estimated current year costs and revenues and the estimated revenue split of 86/14. The 2005/06 financial impact may be different, based on 2005/06 costs and revenues and a potential revised revenue split, but this will be analyzed further as part of the FY 2005/06 budget preparation.

The revenue split may be adjusted mid-2005 based on a "dry-run" of reconciliation that will be performed for 2003/04. The revenue split that will be required for 2005/06 will depend on the growth in costs and revenues. The revenue that is received from all city cases will determine the revenue split that is needed to cover the cities' share of costs as defined in the agreement.

V. ALTERNATIVES

The City Council could not authorize the mayor to sign the interlocal agreement for court services, and the City would need to provide court services beginning January 1, 2005 by establishing a municipal court or contracting with another city for court services.

VI. ATTACHMENTS

1. Cities' Principles for District Court Contract Negotiations (page 5)
2. Interlocal Agreement for Court Services, Estimated Financial Impact on Each Contract City (page 6)
3. Interlocal Agreement For Provision of District Court Services Between King County and the City of Redmond (page 7)
 - a. Exhibits to the Interlocal Agreement (page 22)

APPROVED FOR COUNCIL AGENDA:

/s/ Jane Christenson for Rosemarie Ives, Mayor

Date: 11/25/2003

Cities' Principles for District Court Contract Negotiations

The sixteen court contract cities agree that the existing contract will remain in effect through 12/31/06 unless a substitute can be agreed to by the cities and the County.

The cities further agree to the following principles for a substitute agreement as a guide for collaboration and negotiation with the County regarding the provision of court services to cities beyond 2004:

1) Duration:

- a) Cities will seek a long term renewable contract arrangement

2) Services:

- a) The County must provide services at a level sufficient to meet legal and court rule and contract requirements
- b) The level of service will be monitored through court facility management review committees for each court and a system wide contract management review committee
- c) Cities need to be assured that services will not be impacted by county budget issues. (i.e. cities get what they pay for)

3) Location of Services (Facilities):

- a) Cities must be included in any recommendations to close court facilities
- b) Cities must be provided notice of any facility closures or significant relocation of services and directly affected cities will have the ability to opt out of the contract
- c) Cities will pursue options to obtain facilities from the County in the event of facility closures

4) Price:

- a) Cities will pay full cost for court services as agreed to by the cities (direct costs and overhead charges that are directly related to the provision of city court services)
- b) Cities and the county will periodically monitor costs/price

5) Transition Provisions:

- a) A framework for transition operations will be included for any cities that exit the system

Interlocal Agreement for Court Services Estimated Financial Impact on Each Contract City

Cities retain 14% of revenues from city cases (vs. current contract whereby cities retain 25% of revenues)

(numbers based on 2003 estimated revenues)

City Name	Estimated Total 2003 Revenues	Current Contract (75/25) City Share 25%	New Contract (86/14) City Share 14%	Difference
Bellevue	\$1,854,534	\$463,633	\$259,635	\$203,999
Burien	175,255	43,814	24,536	19,278
Carnation	9,496	2,374	1,329	1,045
Covington	105,424	26,356	14,759	11,597
Duvall	53,037	13,259	7,425	5,834
Kenmore	172,433	43,108	24,141	18,968
Mercer Island	216,970	54,242	30,376	23,867
Newcastle	22,214	5,554	3,110	2,444
Normandy Park	51,122	12,780	7,157	5,623
North Bend	29,135	7,284	4,079	3,205
Redmond	709,935	177,484	99,391	78,093
Sammamish	140,081	35,020	19,611	15,409
Shoreline	510,024	127,506	71,403	56,103
Skykomish	225	56	32	25
Snoqualmie	82,995	20,749	11,619	9,129
Woodinville	100,703	25,176	14,098	11,077
Total	\$4,233,582	\$1,058,396	\$592,702	\$465,694

County Revenue Share

\$3,175,187

\$3,640,881

If the new revenue split was based on the 2003 estimated costs and revenues, the County would receive an additional \$465,694 in revenues to cover their actual costs of \$3.64 million. This is based on an 86%/14% revenue sharing as compared to the 75%/25% revenue sharing in the current contract.

Note: Estimated Total 2003 Revenues do not include city revenues from cases filed before 2000, which are retained wholly by cities (revenue figures only include revenues received from the current contract).

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

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

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

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

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

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

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

1.0 Term

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

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

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

2.0 Services; Oversight Committees

2.1 District Court Services Defined. The County and District Court shall provide District Court Services for all City cases filed by the City in King County District Court.

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

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

- 2.1.4 The City may purchase additional court services (such as drug court, mental health court, or relicensing) from the County under mutually agreeable terms.
- 2.1.5 Court Calendars. In recognition that the City budget for court services assumes a finite number of regularly recurring court calendars which require the attendance of the City prosecutor, public defender, and police officers, the City's regular court calendars shall remain on Monday – Friday, 8:30 am-4:30 pm, excluding holidays. Any additional regularly scheduled City court calendar which requires the attendance of the City prosecutor or public defender shall require the prior consent of the City.
- 2.1.6 City Judicial Services. The judge or judges primarily responsible for hearing the City's regularly scheduled calendars shall be all judges last elected to the judicial district in which the city was located at the time of the last election. If there are no judges who qualify or are available under this definition, then the judge or judges primarily responsible for the hearing of the City's regularly scheduled calendars shall be all judges serving in positions to be elected in the judicial district wherein the city is located. If there are no judges who qualify or are available that meet the preceding two criteria, then any judge of the District Court shall be responsible for hearing the City's regularly scheduled calendars.
- Nothing in this contract shall prohibit the Presiding Judge of the District Court or a Division Presiding Judge from assigning a particular judge, who is eligible under the provisions set forth above, to hear any or all of the City's regularly scheduled calendars.
- All other calendars, hearings, or judicial functions performed by the Court on city matters can be heard or performed by any judge of the District Court because the City acknowledges that significant efficiencies can thereby be achieved.
- 2.1.7 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

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

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

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

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

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

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

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

3.0 Facilities

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

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

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

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

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

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

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

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

4.1.2 In entering into this Agreement for District Court Services, the City and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

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

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

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

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

- 4.3.2 The County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenues retained in 2004 ("2004 Reconciliation"). This reconciliation shall be completed no later than July 31, 2005.
 - 4.3.3 The County shall perform a reconciliation of its actual reported City Case Costs and the Local Court Revenues retained in 2005 ("2005 Reconciliation"). This reconciliation shall be completed no later than July 31, 2006.
 - 4.3.4 The County shall perform a reconciliation of its actual reported City Case Costs and Local Court Revenues retained in 2006 ("2006 Reconciliation"). This reconciliation shall be completed no later than July 31, 2007.
 - 4.3.5 Upon completion of each reconciliation and no later than August 1st, the County shall send the Cities a written statement as to the findings of the reconciliation.
- 4.4** Subject to the adjustments set forth below, the County will initially retain 86% of Local Court Revenues (defined below) as payment for City court costs. The City shall receive 14% of Local Court Revenues. In order to more closely match Local Court Revenues retained by the County with City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to section 4.5), the District Court Management Review Committee shall adjust the percentage retained by the County after July 31, 2005, for the following twelve months, based on the 2004 reconciliation. The District Court Management Review Committee shall also adjust the percentage retained by the County after July 31, 2006, for the remaining term of the agreement, based on the 2005 Reconciliation.
- 4.5** In the event the 2005 or 2006 Reconciliation determines that the Local Court Revenue retained by the County in either year was less than the City Case Costs for that year, the City shall pay the difference to the County within 60 days of receipt of written invoices from the County describing the City's proportionate share of the difference. This proportionate share shall be equal to the difference between the Local Court Revenue retained and the City Case Costs multiplied by a percentage equal to the City's total percentage share of all Local Court Revenues from all Cities. In the event the 2005 or 2006 Reconciliation determines that the Local Court Revenue retained by the County in either year was more than the City Case Costs for that year, the County shall pay the difference to the City based on its proportionate share of Local Court Revenues within 60 days of the County's completion of the reconciliation or, at each City's option, credit such City with such amount for the following year or extended term of this Agreement, if any.

4.6 The County retention of Local Court Revenues and the process for reconciliation and additional payments/reimbursements is in lieu of direct City payment for filing fees and it is agreed by the City and County to be payment for District Court Services and costs provided by the County to the City under this Agreement, including but not limited to per-case filing fees. In entering into this Agreement for District Court Services, the City and County have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

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

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

4.9 Local Court Revenues Defined. Local Court Revenues include all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from city-filed cases after payment of any and all assessments required by state law thereon. Local Court Revenues include all revenues defined above received by the court as of opening of business January 1, 2005. Local Court Revenues exclude:

1. Payments to a traffic school or traffic violation bureau operated by a City, provided that if the City did not operate a traffic school or traffic violations bureau as of January 1, 1999, the City will not start such a program during the term of this Agreement.
2. Restitution of reimbursement to a City or crime victim, or other restitution as may be awarded by a judge.
3. Probation revenues.
4. Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases.
5. Revenues from city cases filed prior to January 1, 2000.

4.10.1 All revenues excluded from “Local Court Revenues” shall be retained by the party to whom they are awarded by the court or who operates or contracts for the program involved, as appropriate.

4.11 Monthly Reporting and Payment to City. The County will provide to the City monthly remittance reports and payment to the City from the County for the City’s share of Local Court Revenues no later than three business days after the end of the normal business month. On a monthly basis, the County will provide to the City reports listing City cases filed and revenues received for all City cases on which the Local Court Revenues is calculated in a format consistent with the requirements described in Exhibit B. Unless modified by mutual agreement, Exhibit B shall set out the process and content for financial reporting to the City from the County.

4.12 Payment of State Assessments. The County will pay on behalf of the City all amounts due and owing the State relating to City cases filed at the District Court out of the gross court revenues received by the District Court on City-filed cases. The County assumes responsibility for making such payments to the State as agent for the City in a timely and accurate basis. As full compensation for providing this service to the City the County shall be entitled to retain any interest earned on these funds prior to payment to the State.

5.0 Extension of Term

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

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

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

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

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

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

6.0 Re-opener.

In the event of:

(i) changes in state statute, court rule, City ordinance, or other regulation requiring the County to provide new court services not included in District Court Services as provided by the County, or resulting in reductions or deletions in District Court Services provided. Provided such new services or reduction of services are reasonably deemed to substantially impact the cost of providing such services; or

(ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this agreement; or

(iii) changes in state statute, court rule, City ordinance, or other regulation which substantially alter the revenues retained or received by either the County or the City related to City case filings;

Then the parties agree to enter into re-negotiation of the terms of this Agreement. The Agreement shall remain in full force and effect during such negotiations.

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

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

will be referred to the District Court Management Review Committee. If the District Court Management Review Committee is unable to reach agreement within 60 days of referral, then the dispute shall be referred to non-binding mediation. The mediator will be selected in the following manner: The Cities shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two mediators shall select a third mediator who shall mediate the dispute. Alternately, the Cities and the County may agree to select a mediator through the mediation service mutually acceptable to both parties.

7.2 System Disputes. Disputes arising out of District Court System operations or management, or involving the interpretation of this Agreement in a way that could impact the entire system and other Cities with Comparable Agreements, shall be referred to the District Court Management Review Committee. Failure of this group to reach agreement within 60 days shall result in referral of the issue to non-binding mediation, conducted in the manner described in Section 7.1.

8.0 Temporary Waiver of Binding Arbitration. The parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto and occurring on or before June 30, 2005, or such later date as may be mutually agreed upon by the parties.

9.0 Indemnification.

9.1 City Ordinances, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

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

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

9.3 Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; or (ii) the legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

10.0 Independent Contractor.

Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

11.0 Notice.

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

To the County: King County Executive, Room 400, King County Courthouse,
516 Third Avenue, Seattle, Washington 98104

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

12.0 Partial Invalidity.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way

affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this agreement shall be subject to re-negotiation as provided in Section 6.0.

13.0 Assignability.

The rights, duties and obligations of a party to this Agreement may not be assigned to any third party without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

14.0 Captions.

The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

15.0 Force Majeure.

The term “force majeure” shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a party’s reasonable control, causing the inability to perform its obligations under this Agreement. If the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other Parties, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations. For purposes of this Agreement, “force majeure” shall not include reductions or modifications in District Court Services caused by or attributable to reductions or modifications to the budget of the King County District Court as adopted or amended by the Metropolitan King County Council.

16.0 Entire Agreement.

This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the parties.

17.0 Governing Law.

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

18.0 No Third Party Rights.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

19.0 Counterparts.

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

20.0 Amendment or Waiver.

This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by their Chief Executive or Administrative Officers and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

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

King County

City of _____

King County Executive

Chief Executive or Administrative Officer

Date:

Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney

City Attorney

EXHIBIT A

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

1999 CALCULATION OF FILING FEES BASED ON DISTRICT COURT COSTS PER CASE FILED

	1998 est. totals
District Court total budget*	\$19,469,888
less Probation	(\$2,775,993)
less State case costs	(\$178,464)
less Court Administration costs	(\$495,787)
less Office of Presiding Judge	(\$367,830)
Net Costs	\$15,651,815

Judicial Workload by Type of Filing	Infraction	Citation	Civil	Total
	20.1%	50.7%	29.2%	100%
Allocated Costs by Type of Filing	\$3,146,015	\$7,935,470		
Number of Total Filings	161,190	35,040		
Cost per Filing (estimated filing fee)	\$19.52	\$226.47	n.a.	

*total budget includes all Current Expense Fund, Criminal Justice Fund, overhead and security costs

EXHIBIT B – PART ONE

DISTRICT COURT FINANCIAL for OPERATING EXPENDITURES:

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

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

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

I. Salaries and Benefits less Probation

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

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

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

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

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

III. Current Expense Overhead

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

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

⁴ See 2002 Program Budget Attachment “A” to this Exhibit.

⁵ See Current Expense Overhead Attachment “C” to this Exhibit.

⁶ See 2002 Program Budget Attachment “A” to this Exhibit.

IV. Facilities – Operating and Rent⁷

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

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

⁷ See Attachment D to this Exhibit as an example

V. Security Costs per Facility⁸:

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

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

⁸ See Attachment E to this Exhibit as an example

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

– The County will calculate the following:

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

⁹ See Attachment F for example

VII. Annual Reconciliation Costs¹⁰

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

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

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

¹⁰ See Attachment G for example

¹¹ See Attachment H for example

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

¹³ See 2002 Program Budget Attachment “A” to this Exhibit.

EXHIBIT B - PART TWO

SUMMARY TO ATTACHMENTS A THROUGH H

City Case Costs Per Examples on Each Exhibit

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

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

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

ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT

King County District Court

2002 PROGRAM BUDGETS: SALARIES AND BENEFITS PORTION

EXAMPLE of I. Salaries and Benefits less Probation

	Judges*	Clerks*	LT	CM	OPJ	DD	Prob Mgmt	Prob PO Is	Prob Support	Total	Salary/Benefit Expenditure	less Issaquah	Subtotal less Issaquah	% to subtotal
County-State Criminal	8.48	33.15	1.65	3.86	3.48	2.56				53.18	\$ 4,025,885			32.50%
County-State Civil	4.46	27.99	1.39	3.26	2.64	0.68				40.43	\$ 2,891,293			23.34%
City Contracts	4.09	22.59	1.12	2.63	2.24	1.53				34.20	\$ 2,446,486	125,434	2,321,052	18.74%
DWLS Court	1.03	6.81	0.34	0.79	0.64	0.10				9.71	\$ 691,990			5.59%
Mental Health Court	0.42	0.67	0.03	0.08	0.62	0.03				1.85	\$ 167,592			1.35%
DV Court	1.67	1.76	0.09	0.21	0.27	0.07				4.06	\$ 426,087			3.44%
Jail/Felony/Expediteds	2.07	7.14	0.36	0.83	0.73	0.03				11.16	\$ 896,982			7.24%
Inquests	0.09	0.13	0.01	0.02	0.02					0.26	\$ 25,485			0.21%
Superior Court Assistance	2.44		0.03	0.05	0.17					2.69	\$ 435,311			3.51%
Passports		5.11	0.25	0.60	0.42					6.38	\$ 381,725			3.08%
Subtotal without Probation											\$ 12,388,837			100.00%

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

County Probation	8.68	0.43	1.01	1.38			1.63	6.51	1.43	21.07	\$ 1,375,141			
City Probation	4.65	0.23	0.54	0.74			0.87	3.49	0.76	11.28	\$ 736,151			
Mental Health Court Probation	0.25	0.01	0.03	0.33			0.75	3.00	0.66	5.03	\$ 353,332			
DV Court Probation	0.75	0.04	0.09	0.37			0.75	3.00	0.66	5.65	\$ 390,682			
DOC Contract	0.10	0.01	0.01	0.83			2.00	8.00	1.75	12.70	\$ 900,524			
Subtotal Probation Costs											3,755,830			

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

ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

EXAMPLE of II. Non-Facility costs/Non-CX overhead costs less probatio

Dpt_DISTRICT COURT(0530)	2003 Total District Court	Probation low org 6398 and 6396	net less probation
CX FUND			
52110 OFFICE SUPPLIES	104,250	31,750	72,500
52170 COPY MACHINE SUPPLIES	15,000	3,750	11,250
52212 EDP SUPPLIES	20,000	3,250	16,750
52215 PUBLICATIONS-UNDER \$500EA	5,000	-	5,000
52290 MISC OPERATING SUPPLIES	500	500	-
52291 TELCOM SUPPLIES	2,250	500	1,750
53105 OTHER CONTRACT/PROF SRVCS	830,034	-	830,034
53113A INTERPRETATION SERVICES	500,000	63,334	436,666
53211 TELCOM SERV-ONGOING CHRGR	192,536	48,134	144,402
53212 TELCOM SERV-ONE TIME CHRGR	15,000	3,750	11,250
53220 POSTAGE	125,000	26,666	98,334
53310 TRAVEL & SUBSISTENCE EXP	1,000	1,000	-
53318 PRIVATE AUTO MILEAGE	18,500	7,500	11,000
53610A REPAIR-STRUCTURES	40,000	5,714	34,286
53630 REPAIR/MAINT EQUIPMENT	25,000	6,250	18,750
53634 REPAIR/MAINT-IT EQUIPMENT	1,500	376	1,124
53710 RENT-STRUCTURES & GROUNDS	1,500	-	1,500
53770 RENT-COPY MACHINE	127,061	28,705	98,356
53790 RENT-OTHER EQUIP & MACH	12,000	2,666	9,334
53803 MEMBERSHIPS	14,000	300	13,700
53806 PRINTING & BINDING	90,000	12,500	77,500
53810 TRAINING	7,500	1,876	5,624
53821A JURY FEES & MILEAGE	150,000	-	150,000
53826A WITNESS EXPENSE	90,000	-	90,000
53890 MISC SERVICES & CHARGES	2,500	-	2,500
55010 MOTOR POOL ERGR SERVICE	1,500	1,000	500
55021 ITS - O&M CHARGES	32,744	8,186	24,558
55023 SYS SER NEW SYS DVLPT	(12,132)	(3,032)	(9,100)
55025 ITS - INFRASTRUCTURE	174,298	43,574	130,724
55028 INFO RESOURCE MGMT	19,090	4,772	14,318
55032 TELCOM OVERHEAD	52,048	13,012	39,036
55350 RADIO ACCESS	1,104	-	1,104
55351 RADIO MAINTENANCE	468	-	468
55144 PROPERTY SERVICES	5,939	1,485	4,454
55160 CONST & FACLT MGMT	1,072,585	178,764	893,821
55245 FINANCIAL MGMT SVCS S/S	745,121	636,280	108,841
55255 FINANCIAL MGMT SVCS REBATE	(6,471)	(3,236)	(3,235)
55331 LONG-TERM LEASES	485,579	2,209	483,370
56740A EDP EQUIPMENT & SOFTWARE	17,669	2,209	15,460
59412 MERIT BUDGET	293,499	-	293,499
59986 UNDEREXPENDITURE CONTRA	(215,441)	-	(215,441)
59990 EXPENDITURE CONTRA	302,239	-	302,239
Expenditures	5,363,970	1,133,744	4,230,226
CJ FUND			
52110 OFFICE SUPPLIES	(24,825)	-	(24,825)
52210 RECREATION SUPPLIES	(1,494)	-	(1,494)
55023 SYS SER NEW SYS DVLPT	(825)	-	(825)
55025 ITS - INFRASTRUCTURE	19,180	-	19,180
55026 ITS - GIS DEVELOPMENT	5,000	-	5,000
55028 INFO RESOURCE MGMT	2,474	-	2,474
59412 MERIT BUDGET	34,432	-	34,432
59986 UNDEREXPENDITURE CONTRA	(14,213)	-	(14,213)
59995A PERSONNEL CONTRA	(302,239)	-	(302,239)
Expenditures	(282,510)	-	(282,510)
Total District Court	5,081,460	1,133,744	3,947,716
REMOVE ACCOUNTS:			
55160 CONST & FACLT MGMT	1,072,585	178,764	893,821
55331 LONG-TERM LEASES	485,579	2,209	483,370
SubTotal to Apply Multiplier to	3,523,296	952,771	2,570,525
Multiplier (from Program Budget Salaries/Benefits, see Exhibit A			18.74%
"CITY CASE COSTS"			481,716

ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

District Court CX Overhead by Category - Total:

Example of III. Current Expense Overhead

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

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

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

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

ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

EXAMPLE of IV. Facilities - Operating and Rent

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

Per 2003 Budget the DCFM square footage rate for account 55160 for the District Court Suburban facilities: \$ 11.00
 The amount per square foot incurred by the Current Expense Fund on behalf of District Court for the District Court \$ 12.73
\$ 23.73

Calculation of Multiplier by Facility:

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

ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

City Case Costs Per Examples on Each Exhibit

EXAMPLE of V. Security Costs per Facility

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

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

Calculation of Multiplier by Facility:

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

ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

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

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

Calculation of Multiplier for Contract Cities in Issaquah Facility:

	AOC Casefiling Percentage			Judicial Need Percentage (example)			
	Total Casefilings per facility (Through June 2003 is used as an example)	Total Contract City Casefilings less the city of Issaquah (Through June 2003 is used as an example)	Percent Contract City Casefilings	Total Judicial Need per Facility	Total Contract City Judicial Need less the City of Issaquah	Percent of Contract City Judicial Need	Average of the percent values of the City Caseload Method and the Judicial Need by Facility Method:
Issaquah	14,142	1,663	12%	1.5	0.15	10%	

ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

EXAMPLE of VII. Reconciliation Costs

Total Costs for Reconciliation **3,200**

Example of Calculation of Reconciliation Costs

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

Specific Task done and hours spent on Reconciliation listed below

ATTACHMENT "H" - TO THE FINANCIAL EXHIBIT

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

Example of Calculation of Electronic Court Records

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

Final City One-Time Technology Costs **56,220**

Background Information on Actual Costs for Electronic Court Records

By Account Code Detail

Information to be filled in below

Supplies	
Contract Services	
Capital	
Other Costs	
Subtotal Costs	1,500,000
Less costs reimbursed from other sources (e.g. State, grants)	
Total Costs	1,500,000

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

October 13, 2003

Ron Sims
King County Executive
King County Courthouse, Room 400
516 Third Avenue
Seattle, Washington 98104-2312

Dear Executive Sims:

Through this letter and as Presiding Judge of the King County District Court, I specifically acknowledge the District Court's active participation in the negotiation of the provisions of section 2 of the Interlocal Agreement for Provision of District Court Services Agreement to which this letter is attached. The District Court independently agrees with the provisions of section 2.

Respectfully submitted,

J. Wesley Saint Clair
Presiding Judge
King County District Court