

17403

1

August 27, 2012

9/4/12 Council Meeting

cjc

Sponsor: Joe McDermott

Proposed No.: 2012-0276

RL Moved
PASSED: 8-0 Joe McDermott Excused

1 **AMENDMENT TO PROPOSED ORDINANCE 2012-0276, VERSION 1**

2 On page 2, beginning on line 22, strike lines 22 through 25, and insert

3 **SECTION 2.** The King County executive is hereby authorized to execute the
4 lease in substantially the form as provided in Attachment A to this ordinance contingent
5 upon execution of an Interlocal Agreement for Provision of District Court Services
6 Between King County and the City of Auburn.”

7
8 Delete Attachment A, Office Space Lease Agreement and insert: Attachment A, Office
9 Lease Space Agreement dated 9-4-12

10
11 **EFFECT: Technical amendment showing that lease is contingent on execution of the**
12 **Court Services ILA and modifies the Attachment to include both the lease and the**
13 **City of Auburn Resolution cited in the lease.**

OFFICE SPACE LEASE AGREEMENT

Lease agreement by and between:

17403

LESSOR: City of Auburn
25 West Main Street,
Auburn, WA 98001, hereinafter "LESSOR", and

LESSEE: King County
Real Estate Services
ADM-ES-0830
500 Fourth Avenue, Room 830
Seattle, WA 98104-2337
and
King County
District Court
516 Third Ave. S., Room W1034
Seattle, WA. 98104, hereinafter "LESSEE."

Collectively, the LESSOR and the LESSEE are referred to as the "Parties."

IN AND FOR CONSIDERATION of the mutual benefits to each party, subject to the terms and conditions below, LESSOR leases to LESSEE, and LESSEE leases from LESSOR, a portion of the premises located at 340 East Main St, Auburn, Washington. The lease premises is approximately 12,400 square feet of space indicated on the Floor Plan in Exhibit "A", located at 340 E Main St, Auburn Washington (hereafter, the "Premises"). Said lease agreement (hereafter, the "Lease") is subject to the terms, covenants, and conditions stated herein and the LESSEE covenants as a material part of the consideration to this Lease to keep and perform each and all of said terms, covenants, and conditions by it to be kept and performed and that this Lease is made upon the condition of said performance.

TERMS AND CONDITIONS

1. **Term.** The term of this Lease shall commence on the latest date of execution of this Lease by the Parties and end on December 31, 2016, with the option of a 5-year extension from January 1, 2017 through December 31, 2021 subject to prior written notice from LESSEE to LESSOR confirming LESSEE'S exercise of said option.

2. **Rent.** As consideration for this Lease in lieu of payment of rent the LESSEE covenants and agrees to operate a District Court pursuant to the terms and conditions outlined between the Parties as provided in Auburn Municipal Resolution 4833, attached hereto as Exhibit A and incorporated herein by this reference

3. **Utilities.** LESSOR shall furnish all utilities including trash disposal to the

Premises, at LESSOR'S expense, during the term of this Lease.

4. **Maintenance.** LESSOR shall maintain the Premises in reasonable condition during the term of this Lease, at LESSOR'S expense, including maintenance, repair and replacement of the structure, operating systems, furniture, fixtures and equipment and provision of janitorial service to the Premises.

4. **Possession/Use.** LESSEE shall use the Premises only for the direct purpose of operating the King County District Court (hereafter, the "Permitted Use"). LESSEE shall comply with all federal, state, and local laws, rules, ordinances, and codes affecting their use of the Premises.

5. **Assignment and Sublease.** LESSEE shall not assign this Lease or sublet the Premises without LESSOR's written consent.

6. **Remodeling and Alterations.** The LESSEE may not remodel or refurbish the Premises in any way without receiving the written consent of the LESSOR. The LESSEE may install such cabinets, shelves, counters, desks, screening equipment, etc. as may be reasonably necessary for the Permitted Use. The installation shall be done in a manner that minimizes any damage to the Premises. Upon termination of this Lease, LESSEE shall remove all cabinets, shelves, counters, and desks from the Premises, and shall promptly repair any nail or screw holes or other damage to the Premises resulting from the installation and removal of the same. All such repairs shall be of first-class workmanship in the reasonable opinion of LESSOR..

7. **Condition of Premises.** LESSEE has inspected the Premises and any equipment, appliances, and fixtures which are included as part of the Premises, and accept them in "as is" condition. LESSEE acknowledges that LESSOR has made no representation or warranty concerning the condition of the Premises, or any appliances or fixtures. LESSEE has the right to use all equipment, appliances, furniture and fixtures which are included as part of the Premises provided that such use shall conform to commercially reasonable use, normal wear and tear excepted. LESSOR shall be responsible for maintaining the sidewalk and doorway in front of the Premises, keeping it clear of debris, snow and ice.

8. **Repairs.** By occupying the Premises, LESSEE shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. LESSEE shall be responsible for maintenance and repair of LESSEE'S personal property at LESSEE'S expense. LESSEE shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to the LESSOR in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of LESSEE excepted. LESSEE may reasonably make repairs at LESSOR's expense with LESSOR's prior written approval which expense LESSOR shall reimburse to LESSEE.

Notwithstanding the provisions of this paragraph 8, LESSOR'S obligation to repair and maintain the structural portions of the building in which the Premises are

located shall include the plumbing, HVAC and electrical systems, except repairs that are caused by any act or omission of any duty by the LESSEE, its agents, servants, employees or invitees, in which case LESSEE shall pay to LESSOR the reasonable cost of such maintenance and repairs.

9. **Indemnity and Hold Harmless.** LESSEE agrees to indemnify and hold LESSOR harmless as provided herein to the maximum extent possible under law. Accordingly, LESSEE agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless LESSOR, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to LESSEE'S exercise of rights and privileges granted by this Lease, except to the extent of LESSOR'S negligence.

LESSOR agrees to indemnify and hold LESSEE harmless as provided herein to the maximum extent possible under law. Accordingly, LESSOR agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless LESSEE, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, causes of action and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to LESSOR'S exercise of rights and privileges granted by this Lease, except to the extent of LESSEE'S negligence.

Where such claims, demands, suits, and judgments result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's negligence. Each of the Parties agrees that its obligations under this paragraph 9 extend to any claim, demand, cause of action and judgment 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's 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 incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's negligence.

10. **Insurance.** LESSEE shall at all times during the term of this lease maintain insurance coverage insuring both themselves and the LESSOR against liability for damage for any loss, injury, or death arising out of LESSEE'S use or lease of the premises, appliances, or fixtures in an amount at least equal to \$1,000,000.00 per person/per occurrence. LESSEE shall provide LESSOR with a certificate evidencing such coverage upon request. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

A. The LESSEE'S insurance coverage shall be primary insurance as respect the LESSOR. Any Insurance, self-insurance, or insurance pool coverage maintained by the LESSOR shall be excess of the LESSEE'S insurance and shall not contribute with it.

B. The LESSEE'S insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the LESSOR.

C. In lieu of the insurance requirements set forth in paragraph 10, LESSEE may self-insure against liability risks and shall promptly notify LESSOR should LESSEE cease its self-insurance and shall promptly comply with the policy and coverage requirements herein. As a self-insured government entity LESSEE lacks the ability to name LESSOR as an additional insured or treat LESSOR as such.

11. **No Limitation.** LESSEE'S maintenance of insurance as required by the agreement shall not be construed to limit the liability of the LESSEE to the coverage provided by such insurance, or otherwise limit the LESSOR'S recourse to any remedy available at law or in equity. Should LESSEE cease self-insurance, LESSEE shall furnish LESSOR with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the LESSEE.

12. **Waiver of Subrogation.** LESSEE and LESSOR hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises or the building in which the Premises are located. This waiver of subrogation shall apply only to the extent that such claim, loss or liability is covered by insurance.

13. **Damage or Destruction of Premises.** In the event the Premises are substantially damaged or totally destroyed by a casualty, either LESSOR or LESSEE shall have the option to immediately terminate this Lease. LESSOR and LESSEE may by written agreement, agree to LESSOR'S repair of the Premises or provide an alternative location for LESSEE to continue operations.

14. **Miscellaneous.**

A. Due to the sensitive and confidential nature of the Permitted Use, LESSEE shall have exclusive control of the Premises. LESSOR may enter the Premises for emergency purposes without prior consent of LESSEE, provided, LESSOR shall notify LESSEE of such entry and the purpose for the entry as soon as reasonably possible thereafter. LESSOR shall be entitled to enter the Premises in non-emergency situations with LESSEE'S advance consent and following reasonable advance notice only as follows: (a) at reasonable times to inspect the Premises; (b) to maintain and repair the Premises; (c) for the purpose of maintenance and repair, erect scaffolding and other necessary structures when reasonably required by the character of the work performed, provided that (i) the entrance to the Premises shall not be blocked thereby, and (ii) the court activities of LESSEE shall not be interfered with unreasonably. This section shall not limit LESSOR'S entry into the portion of the Premises open to the public during the times it is open to the public for the purpose of participating in the court services to be provided by LESSEE. Moreover, this provision does not apply to LESSOR'S

prosecution, and custodial staff who may continue to have access to the Premises during times it is open to the public in the manner they have traditionally enjoyed. The right of the LESSOR to enter for inspection purposes shall not be construed as a duty to inspect.

B. This Lease shall be binding upon and run to the benefit of the heirs, personal representatives, and assigns of each party, provided, LESSEE shall not sublet the Premises or assign this Lease without LESSOR's written consent.

C. If either party brings a suit against the other to enforce any rights or obligations contained in this Lease, the losing party shall pay the prevailing party's reasonable attorney's fees and costs.

D. This Lease may be amended by written agreement of the parties.

E. This Lease requires the approval by ordinance of the King County Council in order to remain in effect beyond December 31, 2012. Either LESSOR or LESSEE may terminate this Lease for convenience by notifying the other party at least thirty (30) days prior to termination. Should either party terminate this Lease for convenience, all monetary obligations arising from the Lease shall also terminate. All obligations arising from this Lease or termination thereof, whether monetary or nonmonetary, shall terminate no later than the last day of the calendar year in which such termination for convenience is effective.

F. LESSEE may place, with the permission of the LESSOR, signs designating the building as a courthouse. Such signs will be solely at LESSEE'S expense and may be placed on or around the building in which the Premises are located and at the entrance to the Premises. LESSEE shall secure any necessary permits prior to installation of signs and shall be responsible for maintenance of said new signs.

G. Except as may be hereafter amended, this Lease contains all the written agreements and understandings of the parties respecting the matters contained herein.

DATED _____.

LESSEE:
CITY OF AUBURN

LESSOR:
KING COUNTY

By: _____
Peter B. Lewis, Mayor

By: _____

Attest: _____
Danielle Daskam, City Clerk

Approved as to Form:

City Attorney

Approved as to Form:

King County Senior Deputy Prosecuting
Attorney

Recommended for Approval

King County District Court

RESOLUTION NO. 4 8 3 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND KING COUNTY FOR DISTRICT COURT SERVICES

WHEREAS, the City of Auburn has utilized a municipal court created pursuant to Chapter 3.50 of the Revised Code of Washington (RCW) to carry out its judicial responsibilities, either as directed by state law or through City ordinance; and

WHEREAS, in connection with the ongoing and changing judicial responsibilities with which the City is involved, the City Council has explored alternative approaches to address efficiencies; and

WHEREAS, after a thorough review of the alternatives and options available to the City and in light of the proposal that the City of Auburn received from the King County District Court system, it is advantageous for the City to enter into an Interlocal Agreement with King County for district court services.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, KING COUNTY, WASHINGTON, HEREBY RESOLVES as follows:

Section 1. The Mayor and the Auburn City Clerk are hereby authorized to execute an Agreement between the City of Auburn and King County for district court services in substantial conformity with the Interlocal

— **INTERLOCAL AGREEMENT FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY AND THE CITY OF AUBURN**

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY (“County”) AND THE CITY OF AUBURN (“City”) is entered on this ____ day of _____, 2012. 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 or later.

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, this long term agreement 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:

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 effect 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

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 Unless provided otherwise in a written agreement between the Parties, 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.

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

— **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

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 Court Facility

- 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 Court Facility. 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

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.

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

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 the 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.

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.

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.

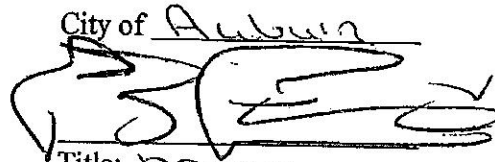
This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by its 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

King County Executive

Date:

City of Auburn

Title: Mayor

Date: JUL 16 2012

**EXHIBIT A AND ALL ATTACHMENTS
ESTIMATED EXAMPLE
SUMMARY TO ATTACHMENTS A THROUGH J**

Attachment	Item	City Case Costs 2011	City Case Costs 2010
A	2011 District Court Program Budget Services and Benefits less Provision	4,639,954	3,386,789
B	Non-Facility costs/Non-CX overhead costs less provision	548,572	510,288
C	Current Expense Overhead	31,422	24,851
D	District Court Facilities - Operating and Rent	271,291	286,925
E	Security Costs per Facility	525,128	475,187
F	Facilities/Security Inspect Division Center/Civil Processing Unit	21,488	16,441
G	Rehabilitation Costs	401	500
H	One-Time Electronic Court Records Technology Costs based on Useful Life One-Time Costs for Technology Improvement Projects	77,477	-
I	Improvement Projects	6,116,536	6,614,614
J	TOTAL CITY CASE COSTS IN 2011:	\$ 7,235,587	\$ 6,600,070
	TOTAL CITY REVENUE IN 2011	\$ 8,369,535	\$ 7,186,861
	Percentage of Total City Case Costs to Total City Revenue 2011	83.6%	71.86%

City	Revenue Split County/City
Berkley Arts	100%/0%
Bellevue	70%/30% until 7/2011 then 55%/45%
Burlington	50%/50% until 7/2011 then 100%/0%
Carleton	100%/0%
Duval	100%/0%
Kennore	100%/0%
Redmond	80%/20%
Sherman	100%/0%
Shoreline	100%/0%
Sylvanish	100%/0%
Woodville	100%/0%

City Dedicated Costs
Dedicated City space: \$1,533,752
TOTAL CITY COSTS W/ DEDICATED: \$6,116,535

Methodology/Details/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 -> 25.83%
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 J.
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 Reimbursement to County 2010	County Reimbursement to City 2010
Berkley Arts	1,533,752		1,533,752	3,285,464	2,245,416	(937,857)	\$121,206	\$507,657
Bellevue	1,737,748		1,737,748	344,686	228,837	121,206	\$6,979	\$102,598
Burlington	386,113		386,113	54,655	35,624	6,979	\$4,248	\$30,426
Carleton	41,475		41,475	60,874	60,874	(0)		
Duval	257,053		257,053	26,078	19,078	7,000		
Kennore	65,082		65,082	21,857	15,057	7,000		
Redmond	249,504		249,504	113,057	88,872	141,095	\$51,684	\$141,095
Sherman	886,809		886,809	598,872	598,872	(0)		
Shoreline	184,741		184,741	739,989	739,989	(0)		
Sylvanish	23,212		23,212	72,757	72,757	(0)		
Woodville	58,115		58,115	572,817	555,875	17,042	\$458,855	\$20,544
Total	1,533,752		1,533,752	8,369,535	7,186,861	1,182,674	\$458,855	\$1,437,647

Estimated Example of Contract Recommendation 2011 with Auburn Inserted (Tab Summary)
7/12/2012 8:28 AM

ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

Non-Facility Cost/Non-CX Overhead Costs Less Production
Production Staff as %

DC PLANO	2011 Total District Court	Production Worker Available	13.73%	Net Less Production	Comments
DC DISTRICT COURT (8539)					
52710 SERVICE SUPPLIES	30,152	4,734	25,418		
52710 COPY SUPPLIES	107,458	14,630	92,828		
52730 OTHER MACHINE SUPPLIES	18,430	2,598	15,832		
52730 OTHER LABOR PURCHASES	47,005	6,786	40,219		
52730 UNIFORMS & CLOTHING	171,427	27,010	144,417		
52712 BOP SUPPLIES	2,452	34	2,418		
52712 PUBLICATIONS/BOOKS/STAMPS	21,247	3,417	17,830		
52730 SUPPLIES	6,877	1,039	5,838		
52730 TELECOM EQUIPMENT & HARDWARE	9,110	1,272	7,838		
52730 BANNING SERVICES	3,988	674	3,314		
52730 CONSULTING SERVICES	39,841	5,364	34,477		
52730 OTHER CONTRACTOR SVCS	110,245	17,279	92,966		
Agency Temp Employee:	3,279	564	2,715		
Agency	2,253	0	2,253		
DNC	1,026	0	1,026		
Request Court Reporter Fees	282,328	0	282,328		
Med. Small Amount	17,432	0	17,432		
52106 BOP & MICROCHEMICAL SVC	25,100	3,283	21,817		
52114 INTERPRETATION SERVICES	15,812	2,205	13,607		
52114 OTHER MISC CONTRACTS	62,457	8,482	53,975		
52111 TELCOM SERV-GOINGING CHRG	469,302	79,482	389,820		
52112 TELCOM SERV-ONE TIME CHRG	23,144	3,645	19,499		
52113 CELL PHONE/PAGER SERVICES	121,145	19,081	102,064		
52210 POSTAGE	10,271	1,592	8,679		
52220 ADVERTISING	108,152	2,732	105,420		
52210 TRAVEL & SUBSISTENCE EXP	12,250	17,035	4,785		
52113 TRAVEL/MISC TRANSPN - IT	883	40	843		
52113 TRAVEL/AUTO REPAIR	7,027	1,347	5,680		
52113 REPAIR/MAINT EQUIPMENT	1,180	142	1,038		
52113 REPAIR/MAINT EQUIPMENT	2,320	378	1,942		
52113 REPAIR/MAINT EQUIPMENT	62,824	9,282	53,542		
52113 REPAIR/MAINT EQUIPMENT	279	40	239		
52113 REPAIR/MAINT OTHER	112,228	23	112,205		
52770 REPT-COPY MACHINE	17,648	17,648	0		
52770 REPT-COPY MACHINE	21,515	102	21,413		
52770 REPT-COPY MACHINE	36,511	5,389	31,122		
52770 REPT-COPY MACHINE	47,739	7,420	40,319		
52770 REPT-COPY MACHINE	11,743	1,430	10,313		
52770 REPT-COPY MACHINE	153,192	0	153,192		
52770 REPT-COPY MACHINE	1,242	0	1,242		
52770 REPT-COPY MACHINE	20,243	0	20,243		
52770 REPT-COPY MACHINE	8,710	3	8,707		
52770 REPT-COPY MACHINE	5,070	1,057	4,013		
52770 REPT-COPY MACHINE	94,817	799	94,018		
52770 REPT-COPY MACHINE	176,888	13,497	163,391		
52770 REPT-COPY MACHINE	281,517	18,417	263,100		
52770 REPT-COPY MACHINE	1	41,158	40,157		
52770 REPT-COPY MACHINE	0	0	0		
52770 REPT-COPY MACHINE	62,918	0	62,918		
52770 REPT-COPY MACHINE	61,250	10,807	50,443		
52770 REPT-COPY MACHINE	17,440	14,200	3,240		
52770 REPT-COPY MACHINE	59,248	8,231	51,017		
52770 REPT-COPY MACHINE	7,155	1,127	6,028		
52770 REPT-COPY MACHINE	1,493,348	215,229	1,278,119		
52770 REPT-COPY MACHINE	492,128	83,538	408,590		

Agency	3,243
DNC	285,358
Request Court Reporter Fee	17,432
Med. Small Amount	25,100
Total	311,233

ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

Revised September 2010

Security Costs per Facility

Facility	Total Specific Security and Other Costs per Facility	Average of Judicial Personnel and Clerical Costs per Facility	City Case Costs per Facility
Bellevue	192,908	71%	136,782
Burlen	193,908	10%	20,271
Issaquah	193,908	8%	14,716
Redmond	193,908	29%	55,592
Shoreline	193,908	48%	94,951
Sumner	193,908	9%	17,545
Total	1,163,524	32%	525,128

Total Security Costs per Facility Cost per FTE # of FTEs

Security personnel includes OT	\$ 64,572	1.00
Deputy/Marshall includes OT	\$ 121,180	1.33
Sergeant includes OT	\$ 1,156	0.05
Total	\$ 186,908	

Calculation of Multiplier by Facility:

Facility	Clerical Need Percentage			Judicial Need Percentage			Average of Clerical Need and the Judicial Need Percent by Facility
	A Total Clerical Need per Facility	B Contract City Clerical Need	C = B/A Percent of Clerical Need for Contract Cities	D Total Judicial Need per Facility	E Total Contract City Judicial Need	F = E/D Percent of Judicial Need for Contract Cities	
Bellevue	14.00	10.87	78%	2.60	1.85	63%	71%
Burlen	20.00	2.30	12%	4.00	0.36	9%	10%
Issaquah	10.00	0.83	8%	2.00	0.14	7%	8%
Redmond	21.75	6.24	29%	3.40	0.97	29%	29%
Shoreline	12.00	5.22	43%	2.40	1.30	54%	43%
Total	15.00	1.50	10%	3.00	0.24	8%	9%

- Methodology/Definitions/Notes:
- 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 security and screening at each facility and the multiplier by facility.
 - The Sheriff's Office will convert six Deputies who have provided security at the District Court courthouse with eight Marshalls beginning in September 2011. The entire conversion will be phased in. It is anticipated that increasing the number of Marshalls dedicated to District Court courthouses will provide relief for vacation, sick leave, required training, and to maintain overtime, as well as provide a slower rate of cost growth in the future. The portion of the sergeant included in these security costs will be determined by the total number of marshalls and sergeants the position supervisors. FTE costs include salary, benefits, and overtime.

ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

Reconciliation Costs

Total Costs for Reconciliation \$401

Calculation of Reconciliation Costs

Staff person name				
Hours spent on Reconciliation				
Cost per hour (include Salary and Benefits)				
<u>Total Costs for reconciliation</u>				<u>\$401</u>

		Budget		
		Manager/City	PSB Budget	
		Contracts	Analyst	Total
KCDC Director	0.50			
	\$ 58.66			
Budget Manager/City Contracts	8	40.16		
	\$ 29	\$ 321		
PSB Budget Analyst	1		50.32	
			\$ 50	
<u>Total</u>				<u>\$401</u>

Specific Task done and hours spent on Reconciliation listed below

Reconciliation Documents Preparation	6.00
Review/ Analysis Reconciliation Documents	2.00
Sum of All Hours	8.00

Methodology/Definitions/Notes:

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

ATTACHMENT "1" - TO THE FINANCIAL EXHIBIT
 One-Time Costs for Technology Improvement Projects

	Threshold	City Contribution City Multiplier	City Share
2007	100,000	18.14%	18,143
2008	100,000	18.72%	18,718
2009	100,000	21.02%	21,019
2010	300,000	20.54%	61,614
2011	300,000	25.83%	77,477
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		

	Beginning Balance	Expenditures	Interest Earnings	Reserve	Ending Balance	Reserve Cap*
	0	0	0	0	18,143	900,000
	18,143	0	121	121	18,264	918,000
	36,982	0	306	306	37,288	936,360
	58,307	0	335	335	58,642	955,087
	120,256	0	485	485	120,740	974,189
	198,218					

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.

Summary of All City Case Costs

This attachment (and Non-Facility City Case Costs and Facility City Case Costs) divide the overall City Case Costs as determined in Exhibit A to individual cities based on the same method currently used to allocate costs. Those costs which are facility salaries and benefits and are non-facility based, Attachments A, B, C, F, G, H and I are allocated based on each city's percentage of all 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

Attachment	Item	City Case Costs 2011	Method for Allocation	
			Non-Facility Costs	Facility Costs
			Clerical Weights	% Clerical Need/Judicial Weights
A	2011 District Court Program Budget: Salaries and Benefits less Probation Non-Facility costs/Non-CX overhead costs less probation	4,639,954	4,639,954	
B	Current Expense Overhead	548,379	548,379	
C	District Court Facilities - Operating and Rent	31,422	31,422	
D	Security Costs per Facility	271,291		271,291
E	Facilities - Call Center/Parliament	525,128		525,128
F	Center/Civil Processing Unit	21,488	21,488	
G	Reconciliation Costs	401	401	
H	One-Time Electronic Court Records Technology Costs based on Useful Life			
I	One-Time Costs for Technology Improvement Projects	77,477	77,477	
TOTAL CITY CASE COSTS IN 2011:		6,115,536	5,319,117	796,419
TOTAL CITY REVENUE IN 2011:		7,338,587		796,419

City	Non-Facility Costs	Facility Costs	Dedicated Costs*	Total City Case Costs	Total City Revenue	Difference
Brazos Arts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellevue	\$ 1,800,987	\$ 136,782	\$ -	\$ 1,937,769	\$ 3,535,494	(\$1,597,725)
Burton	\$ 396,938	\$ 47,174	\$ -	\$ 444,112	\$ 352,443	\$ 91,669
Carrollton	\$ 37,181	\$ 4,294	\$ -	\$ 41,475	\$ 34,496	\$ 7,979
Condon	\$ 221,189	\$ 35,854	\$ -	\$ 257,043	\$ 154,085	(\$102,968)
Davitt	\$ 58,454	\$ 8,608	\$ -	\$ 67,062	\$ 50,814	\$ 16,248
Kennode	\$ 193,099	\$ 56,405	\$ -	\$ 249,504	\$ 219,078	\$ 30,426
Redmond	\$ 777,470	\$ 109,438	\$ -	\$ 886,908	\$ 2,194,511	(\$1,307,603)
Sammamish	\$ 122,455	\$ 42,285	\$ -	\$ 164,740	\$ 113,057	\$ 51,683
Shoreline	\$ 575,887	\$ 104,381	\$ -	\$ 680,268	\$ 598,873	\$ 81,395
Skyway	\$ 45,672	\$ 7,541	\$ -	\$ 53,213	\$ 73,757	\$ 20,544
Woodinville	\$ 5,319,117	\$ 796,419	\$ -	\$ 6,115,536	\$ 7,338,587	(\$1,223,052)
Total	\$ 6,115,536	\$ 796,419	\$ -	\$ 6,911,955	\$ 7,338,587	(\$426,632)

Notes:
* See Attachment J

All City Case Costs

Facility City Case Costs

Summary of City Case Costs
Total Costs per Summary Exhibit A

Attachment	Item	City Case Costs 2011	Method for Allocation Non-Facility Costs Facility Costs Need/Judicial Weighting
A	2011 District Court Program Budget Salaries and Benefits less Probation Non-Facility cost/Non-CCJ overhead costs less Probation	4,609,954	4,609,954
B	Current Expense Overhead	546,373	546,373
C	District Court Facilities - Operating and Rent	31,422	31,422
D	Security Costs per Facility	271,291	271,291
E	Facilities - Call Center/Information Center/Civil Processing Unit	825,128	825,128
F	010-Trans Electronic Court Records Room/Elaboration Costs	21,488	21,488
G	010-Trans Electronic Court Records Technology Costs based on Useful Life	401	401
H	010-Trans Costs for Technology Improvement Projects	\$	\$
TOTAL CITY CASE COSTS IN 2011:		7,477,477	7,477,477
TOTAL CITY REVENUE IN 2011:		6,115,538	5,318,117 (US \$2,859,361/28.7%)
		7,305,987	7,305,987

City Designated Cases
Dedicated City Space
TOTAL CITY COSTS w/ DEDICATED 6,115,538

Facility and Security Costs
Spreading Attachment D and E across each City

Facility	Facility and Security Costs			Judicial Need Percentages			Average of the percent values of the Clerical Need by Facility Method and the Judicial Need by Facility Method			Attachment D District Court Facilities - Operating and Rent	Attachment E Security Costs per Facility	Total per City
	Total Clerical Need per Facility	Total Connected City Clerical Need	Percent of Clerical Need for Connected City	Total Judicial Need per Facility	Total Connected City Judicial Need	Percent of Total Judicial Need for Connected City	Average of the percent values of the Clerical Need by Facility Method and the Judicial Need by Facility Method					
Belleve	14.00	0.27	0.00%	2.00	1.55	0.00%	0.00%	0	0	136,772	0.61	
Burton	30.00	10.87	100.00%	4.00	1.85	100.00%	100.00%	0	0	125,782	0.61	
Hammond	10.00	2.30	100.00%	2.00	0.38	100.00%	100.00%	28,004	20,271	156,792	47.1%	
Rodriguez	21.75	0.34	100.00%	3.40	0.14	100.00%	100.00%	27,589	20,271	14,718	42.2%	
Dowell	0.25	0.25	4.05%	0.01	0.01	2.87%	3.38%	72,375	14,718	55,658	1.58%	
Bachner	0.40	0.40	5.39%	0.04	0.04	3.97%	5.17%	2,430	1,884	2,888	0.80%	
Sydney	0.00	0.00	0.00%	0.00	0.00	0.00%	0.00%	61,838	0	47,500	109.4%	
Woodruff	0.31	0.31	4.87%	0.07	0.07	0.82%	5.81%	0	0	0	0	
Kennore	12.00	5.22	43.50%	2.40	1.30	54.17%	54.17%	4,288	3,272	64,637	1.74%	
Stovall	1.50	0.91	60.67%	0.34	0.34	25.97%	35.53%	128,135	32,224	76,171	2.05%	
Condon	15.00	1.50	10.00%	3.90	0.96	74.00%	74.45%	63,911	18,308	70,179	1.80%	
Auburn City Hall	10.00	0.15	1.50%	1.50	0.24	100.00%	100.00%	18,308	0	11,298	29.2%	
Auburn		0.15	100.00%	1.50	1.50	100.00%	100.00%	0	0	138,857	3.63%	
											185,657	

King County District Court City Revenue

	Shared Court Costs Year 2010 YTD Revenues				Shared Court Costs Year 2011 YTD Revenues				Revenue Remitted under Old Contract
	100% Revenue Collected	Split Co/City	Actual Retained by County	Revenue Remitted to City	100% Revenue Collected	Split Co/City	Actual Retained by County	Revenue Remitted to City	
Beaux Arts	401 100%/0%		40	0	0 100%/0%		0	0	0
Bellevue	3,936,847 8/2010 then 40%/60% until 8/2010 then		2,974,058	981,789	3,535,494 7/2011 then 55%/45%		2,225,416	129,078	2,513
Burien	382,949 50%/50%		170,125	212,824	352,448 100%/0%		264,837	87,666	357
Carnation	31,307 100%/0%		31,307	0	34,495 100%/0%		32,498	0	0
Covington	123,297 100%/0%		123,297	0	154,065 100%/0%		154,065	0	0
Duvall	74,585 100%/0%		74,585	0	60,814 100%/0%		60,814	0	30
Kenmore	237,076 100%/0%		237,076	0	239,028 100%/0%		239,028	0	504
Redmond	992,375 100%/0%		992,375	0	1,219,434 80%/20%		791,245	403,289	282
Sammamish	113,718 100%/0%		113,718	0	119,952 100%/0%		119,952	0	0
Shoreline	626,022 100%/0%		626,022	0	598,828 100%/0%		598,828	0	0
Skokomish	0 100%/0%		0	0	0 100%/0%		0	0	987
Woodinville	82,854 100%/0%		82,854	0	73,752 100%/0%		73,752	0	359
Total City Revenue	8,600,070		5,425,457	1,174,613	7,336,587		5,555,675	619,913	7,711
			6,600,070				7,336,587		

*Dollar amount is different from page 1. We have deleted cities which no longer contract with us.

- Note:
 1. Contracting Cities changed in 2005 & 2007.
 2. Cities that no longer contract with KCDC are not reflected above.

Revenue

2011 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASSETTE

JURISDICTION	Case Wgt (Minutes)	Infraction	Traffic	Infraction Non-Traffic	Infraction Non-Traffic	Re-Opening Program	Med Neg Traffic	DV Court Protection	Child Changes	Small Claims	Expedited Filings	Felony 1st Appear	Parking E-Station	Parking Passports	Total Jan - Dec				
King County	21,800	1,881,290	1,407,717	1,738,440	524,205	407,893	279,077	219,224	267,828	3,570,526	73,184	330,440	101,260	128,564	19,720	0	108,870	10,929,576	
Bellevue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Burien	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Comstock	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Everett	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Norman	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Redmond	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sammamish	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Shoreline	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Snohomish	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Woodinville	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Contract Cities	2,249	5,200	7,024	38,248	1,454,205	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total King County	21,800	1,881,290	1,407,717	1,738,440	524,205	407,893	279,077	219,224	267,828	3,570,526	73,184	330,440	101,260	128,564	19,720	0	108,870	10,929,576	
Grand Wgt (Minutes)	40	27	372	315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bellevue	222,400	272,820	29,100	216,000	120,240	41,200	0	0	0	0	0	0	0	0	0	0	0	0	0
Burien	0	30,915	28,200	68,915	52,041	1,112	0	0	0	0	0	0	0	0	0	0	0	0	0
Comstock	28,320	9,625	8,880	53,025	23,028	8,887	0	0	0	0	0	0	0	0	0	0	0	0	0
Everett	0	0	10,200	17,000	4,072	3,197	0	0	0	0	0	0	0	0	0	0	0	0	0
Norman	0	30,498	22,500	57,000	15,045	7,794	0	0	0	0	0	0	0	0	0	0	0	0	0
Redmond	40,480	147,827	89,500	119,025	61,297	28,857	0	0	0	0	0	0	0	0	0	0	0	0	0
Sammamish	4,820	24,102	20,200	21,885	8,401	4,802	0	0	0	0	0	0	0	0	0	0	0	0	0
Shoreline	43,840	118,293	44,000	129,420	73,294	14,348	0	0	0	0	0	0	0	0	0	0	0	0	0
Snohomish	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Woodinville	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Contract Cities	582,160	702,418	383,248	1,454,205	837,462	163,925	0	0	0	0	0	0	0	0	0	0	0	0	0
Total King County	2,184,440	2,281,135	4,109,580	1,881,710	407,623	310,529	372,619	267,828	3,570,526	73,184	330,440	101,260	128,564	19,720	0	0	108,870	10,929,576	

Note: The NCSG staffing study was incorporated into case weights in 2007.

Category	Count	%
Total Weighted Filings	13,225,493	100.00%
County Weighted Filings	10,923,976	71.73%
City Weighted Filings	4,304,517	28.27%

2011 - KANSAS COUNTY DISTRICT COURT CLERICAL ALLOCATION

34.25
23 Certified Clerks + 6.25 Comp Clerks/34.25

Programs	Clerical Staff	% of Clerical staff	Clerks after removal of Centralized Compliance Clerks	Total w/o Centralized Clerks
County-State Criminal & PO's	30.30	18.61%	6.25	24.05
County-State Criminal (Traffic & Non-Traffic Parts)	32.97	20.26%	6.94	26.03
County-State Civil, Non-Change				
Small Claims/Judgment	42.26	25.96%	8.90	33.36
City Contracts				
Bank Arts	0.00	0.00%	0.00	0.00
Bellevue	12.76	8.46%	2.90	10.87
Burns	2.91	1.79%	0.61	2.30
Canisken	0.92	0.20%	0.07	0.25
Carleton	1.90	1.17%	0.40	1.50
Dorcht	0.50	0.31%	0.11	0.40
Kenners	1.66	1.02%	0.35	1.31
Reformed	6.68	4.11%	1.41	5.28
Sherburnish	11.59	7.12%	2.44	9.15
Snyder	1.05	0.65%	0.22	0.83
Snyder	4.95	3.04%	1.04	3.91
Sykmach	0.00	0.00%	0.00	0.00
Woodville	0.39	0.24%	0.08	0.31
RIPOHLS Court	4.33	2.65%	0.91	3.42
DV Court (Sub)	2.33	1.43%	0.49	1.84
Jaffrey/Spedford	2.45	1.50%	0.51	1.93
Veter Court	1.00	0.61%	0.21	0.79
Debt Inquest	0.23	0.14%	0.05	0.18
Passports	1.16	0.71%	0.24	0.91
TOTL	162.75	100.0%	34.25	128.50

TOTAL FTE'S - Central Staff	
Completed Cases	8.25
Prepourt Clerk	1.16
Specialty FTEs	8.56
Centralized FTEs	28.00
Remaining Clerical	183.72

SPECIALTY FTE'S	
DV Court	2.33
DIVLS Court	4.33
RIPOHLS Court	2.45
TOTL	9.10

Count	Program	Clerks
OPJ	Payment Cr	4.00
OPJ	Call Center	11.00
OPJ	CPJ	2.00
		28.00

Clerical Allocation

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.

ATTACHMENT 1 TO EXHIBIT C
District Court Assessor's Facility: Lease Model

Real Discount rate= 5.0% This compares to 5% in standard analysis for KC Real Estate leases w purchase buildings
 Land Value \$508,000
 Building Value \$4,992,000
 Depreciable Life of Building 50
 Building's Square Feet 16,642
 Base Year 2000
 Number of Years For Analysis 20
 Escalating payment beginning in year 2007
 Payment escalator rate 3.0%
 Land Value apprise 4.00%
 Building Value apprise 3.00%

Residual Value - On a Market Value Basis

Year	Building	Accumulated Depreciation	Net Building value	Land	Total	Standard Payment	Std Rate	Annual Residual Credit	Revised Payment	OPTION A - No residual rate	OPTION B - No residual & Escalating payment	Total Reduction from Std	OPTION C - Option B plus major maintenance
1	2000	\$5,141,760	\$102,635	\$5,038,925	\$944,320	\$5,983,245	\$626,196	159,022	\$467,174	\$28.07	\$28.07	(\$12,269)	\$17.00
2	2001	\$5,296,013	\$211,841	\$5,084,172	\$982,093	\$6,066,265	\$479,490	159,022	\$320,468	\$19.26	\$19.26	(\$11,790)	\$17.51
3	2002	\$5,454,893	\$327,294	\$5,127,600	\$1,021,377	\$6,148,976	\$481,700	159,022	\$322,678	\$19.39	\$19.39	(\$11,260)	\$18.04
4	2003	\$5,618,540	\$449,483	\$5,169,057	\$1,062,232	\$6,231,288	\$483,515	159,022	\$324,293	\$19.49	\$19.49	(\$10,749)	\$18.58
5	2004	\$5,787,096	\$578,710	\$5,208,387	\$1,104,721	\$6,315,107	\$479,428	159,022	\$320,406	\$19.25	\$19.25	(\$9,899)	\$19.13
6	2005	\$5,960,709	\$715,285	\$5,245,424	\$1,148,910	\$6,394,334	\$480,113	159,022	\$321,091	\$19.29	\$19.29	(\$9,623)	\$19.71
7	2006	\$6,139,530	\$859,534	\$5,279,996	\$1,194,866	\$6,474,862	\$479,653	159,022	\$321,131	\$19.30	\$19.30	(\$9,444)	\$20.30
8	2007	\$6,323,716	\$1,011,795	\$5,311,922	\$1,242,661	\$6,554,582	\$483,503	159,022	\$324,581	\$19.27	\$16.56	(\$12,269)	\$17.00
9	2008	\$6,513,428	\$1,172,417	\$5,341,011	\$1,292,367	\$6,633,378	\$481,640	159,022	\$324,581	\$19.50	\$17.27	(\$11,790)	\$17.51
10	2009	\$6,708,831	\$1,341,766	\$5,367,064	\$1,344,062	\$6,711,126	\$483,958	159,022	\$322,618	\$19.39	\$17.68	(\$11,260)	\$18.04
11	2010	\$6,910,095	\$1,520,221	\$5,389,874	\$1,397,824	\$6,787,699	\$480,158	159,022	\$324,936	\$19.53	\$18.34	(\$10,749)	\$18.58
12	2011	\$7,117,398	\$1,708,176	\$5,409,223	\$1,453,737	\$6,862,960	\$480,388	159,022	\$321,136	\$19.30	\$18.67	(\$10,189)	\$19.13
13	2012	\$7,330,920	\$1,906,039	\$5,424,881	\$1,511,887	\$6,936,768	\$479,988	159,022	\$321,566	\$19.32	\$19.25	(\$9,623)	\$19.71
14	2013	\$7,550,848	\$2,114,237	\$5,436,610	\$1,572,562	\$7,008,973	\$483,328	159,022	\$320,966	\$19.29	\$19.79	(\$9,053)	\$20.30
15	2014	\$7,777,373	\$2,333,212	\$5,444,161	\$1,635,257	\$7,079,418	\$480,506	159,022	\$324,306	\$19.49	\$20.60	(\$8,444)	\$20.91
16	2015	\$8,010,695	\$2,563,422	\$5,447,272	\$1,700,667	\$7,147,939	\$481,758	159,022	\$321,486	\$19.32	\$21.03	(\$7,840)	\$21.54
17	2016	\$8,251,015	\$2,805,545	\$5,445,670	\$1,768,694	\$7,214,364	\$481,810	159,022	\$322,756	\$19.39	\$21.75	(\$7,200)	\$22.18
18	2017	\$8,498,546	\$3,059,477	\$5,439,069	\$1,839,441	\$7,278,511	\$480,545	159,022	\$321,822	\$19.40	\$22.40	(\$6,555)	\$22.85
19	2018	\$8,753,502	\$3,325,531	\$5,427,171	\$1,913,019	\$7,340,190	\$483,460	159,022	\$324,438	\$19.33	\$22.99	(\$5,889)	\$23.53
20	2019	\$9,016,107	\$3,606,443	\$5,409,664	\$1,989,340	\$7,399,204	\$483,460	159,022	\$324,438	\$19.50	\$23.89	(\$5,161)	\$24.24
Residual Values End of 20 PV		\$1,128,339	\$413,166	\$1,544,026	\$3,262,055	\$1,544,026	\$4,806,081		\$3,262,055	196.0	196.0		\$24.24

20 year