15380
Attachment A.

2006-065

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

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY ("County") AND THE CITY OF _____ ("City") is entered on this _____ day of _____, 2006. Collectively, the County and the City are referred to as the "Parties." "Cities" refers to all Cities that have signed an Agreement for District Court Services to begin January 1, 2007.

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

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

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

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

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

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

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

A. Ensure Court facilities promote system efficiencies, quality services and access to justice,
B. Consolidate District Court facilities that exist in the same city,
C. Reconsider facilities if there are changes with contracting cities or changes in leases,
D. Work with the Cities to develop a facility master plan as it relates to the District Court; and,

Whereas, the Parties are replacing the Existing Agreement with a long term agreement which provides sufficient revenue to the County to allow for the continued provision of District Court services and provides the City with a service level commensurate with that revenue;

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

1.0 Term

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

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

1.3 Extension pending conclusion of negotiations with respect to amending Agreement. The Parties may agree in writing to extend the term of this Agreement upon the same terms and conditions if the Parties are negotiating in good faith for changes to the Agreement. The extension shall be such that termination occurs not less than 18 months after the end of good faith negotiations. The end of good faith negotiations may be declared in writing by either party. Following such declaration, there shall be a 30 day period in which either party may provide written notice to the other party of its intent to terminate this Agreement at the end of the extended Agreement term.

2.0 Services; Oversight Committees

2.1 District Court Services Defined. The County and District Court shall provide District Court Services for all City cases filed by the City in King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, City ordinance, or other regulations as now existing or as hereafter amended, including but not limited to the services identified in Sections 2.1 through 2.2.7. Nothing in this Agreement shall permit the City to regulate

the administration of the court or the selection of particular judges to hear its cases by city ordinance.

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

2.2.1 Case Processing and Management. The County and District Court shall remain responsible for the filing, processing, adjudication, and penalty enforcement of all City cases filed, or to be filed, by the City in District Court, whether criminal or civil. Such services shall include but not be limited to: issuance of search and arrest warrants; the conduct of motions and other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses and parties prior to a scheduled hearing; providing to the City prosecutor (and contract City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete court calendars, defendants criminal histories ("DCH"), abstracts of driving records ("ADR"), and other documentation necessary to efficient caseload management prior to a scheduled City court calendar; the conduct of bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of the courts of limited jurisdiction regarding appeals; and any and all other court functions as they relate to municipal cases filed by the City in District Court. Upon mutual agreement of the City and the District Court, the District Court may provide some or all of the documents and information required under this section to the City by alternative means, such as electronic files.

2.2.2 Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide the City's designated representative(s) of the Court Facility Management Review Committee ("CFMRC") with two months notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact City operations in order to provide the City with adequate time to assess the 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 prior to January 1 of the year in which probation services shall be discontinued. Notwithstanding this provision, the County may terminate probation services upon not less than six months advance written notice to the City if (a) the County is unable to procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court.

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

2.2.6 Regular Court Calendars.

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

2.2.6.2 Scheduling of Regular Calendars. The City's Regular Calendars shall remain scheduled on _____. Any Regular Calendar that is to occur on a day other than the day or days specified in this subsection shall require the mutual consent of the Parties. However, the City's prior consent shall not be required if a Regular Calendar is moved to the next judicial day following a day on which the Court was closed due to a court holiday.

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

2.2.8 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.3 District Court Management Review Committee (DCMRC).

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

[1] Procedures of this section shall also apply if only one City is using a court facility.

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

2.3.3 The DCMRC shall ensure that a cost and fee reconciliation is completed at least annually and that the fees retained by the County and remitted to the City are adjusted to ensure that the County fully recovers its City Case Costs and that the City retains the remaining Fees, as defined and described in Section 4, below.

2.3.4 The DCMRC shall provide recommendations and/or guidelines regarding the implementation of services under this Agreement including, but not limited to, court calendar scheduling, public access (such as phone and counter services), officer overtime, officer availability (such as vacation and training schedules), new technology, facility issues, jail issues, and warrant issues.

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

3.0 Facilities

3.1 Utilizing Existing Facilities

3.1.1 The County is committed to a unified, Countywide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a court facility within the cities of Burien, Kent, Redmond, and Shoreline unless (1) it obtains agreement from all Cities served in the city in which the facility is located, or (2) notice has been given to terminate the Agreement by the city in which the facility is located.

3.1.2 If the County determines that it will close the court facility within the cities of Burien, Kent, Redmond, and Shoreline and relocate District Court services within the same city, the County shall provide written notice to the City(ies) served in the affected facility. Relocation of the City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the City(ies) served in the affected facility, that continuing to operate the facility would 1) pose health and safety risks; 2) exceed the facility's useful life based on the cost of maintaining the facility; or 3) not be able to minimally meet the operational needs of the District Court.

3.1.3 If a facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with City(ies) served in the facility to relocate affected District Court services to a different facility. A city impacted by a facility closure may choose to relocate to an existing facility or move to a different facility. If District Court does not already provide services in the location(s) proposed for the displaced services, the County and the Cities served in the facility to be closed shall negotiate in good faith a separate agreement which includes, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the City(ies) served in the facility to be closed do not enter into the separate agreement within 24 months from the County's notice provided under Subsection 3.1.1 or 3.1.2, either party may provide written notice of termination notwithstanding other provisions of this Agreement related to termination. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the parties.

3.1.4 If, after consulting with the City(ies)ies served in the court facility within the city of Issaquah, the County gives written notice to the affected City(ies) to close the Issaquah facility, the County shall work cooperatively with the City(ies) served in the facility to relocate affected

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

3.1.5 Notwithstanding any provisions of Section 3.1, the County may relocate District Court services provided in the Aukeen facility to the Regional Justice Center.

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

3.1.7 The annual facility charge for the District Court facility that exists in the city of Issaquah at the commencement of this Agreement, satisfies the financial obligations of the Cities served by that facility for facility

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

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

3.2 Bellevue 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

(v) Implementation schedule

(vi) Operational terms including but not limited to:

- Technological compatibility with Bellevue's technological systems and components to ensure efficient and effective provision of services
- Space for the Bellevue Probation Department
- Depending on location of facility, space for City of Bellevue Prosecution staff
- Holding cells at facility

3.2.2 The County agrees to conduct a Bellevue Court Site Analysis as part of the District Court Facilities Master Plan. The County will work cooperatively with the City of Bellevue on the Court Site Analysis which will include a market analysis in search of appropriate future locations for the court and identification of facility options and costs. The County and the City of Bellevue agree to work cooperatively to enter into a memorandum of understanding for sharing initial planning costs. On or before July 1, 2006, the County and the City of Bellevue will enter into negotiations for a separate agreement, with the intent to have the agreement approved by December 31, 2006.

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

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

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

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

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

between the County and the cities served in the affected facility, the Cities are not responsible for capital project costs.

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

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

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

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

4.2 Compensation for Court Costs. The Parties agree that the County is entitled to sufficient revenue to compensate the County for all City Case Costs incurred during the term of this Agreement. For purposes of this Agreement, "City Case Costs" means the sum of the costs for the City as determined by the County pursuant to Exhibit A. City Case Costs are calculated based on the Cities caseload (clerical weighted caseload approach), judicial need, and facility costs for the facility used by the City.

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

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

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

4.4 Subject to the adjustments set forth below, the County shall retain a percentage of Local Court Revenue (as defined below) as payment for City court services. The percentage of Local Court Revenue retained by the County shall be the percentage necessary to pay the City Case Costs. This percentage shall be based on the prior year's reconciliation pursuant to Section 4.3.1. The City shall receive any remaining Local Court Revenue. In order to more closely match Local Court Revenue retained by the County with City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to section 4.5), the DCMRC shall adjust the Cities' percentages retained by the County after July 31 of each year, for the following twelve months, based on the reconciliations of the prior year. The Chief Presiding Judge shall ensure that the County Executive receives notice of the adjustments made by the DCMRC.

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

4.6 The County retention of Local Court Revenue and the process for reconciliation and additional payments/reimbursements is in lieu of direct City payment for filing fees and it is agreed by the City and County to be payment for District Court Services provided by the County to the City under this Agreement, including but not limited to per-case filing fees.

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

4.8 One-Time Costs for Technology Improvement Projects.

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

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

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

4.9 Local Court Revenue Defined. Local Court Revenue includes all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from city-filed cases after payment of any and all assessments required by state law thereon. Local Court Revenue includes all revenue defined above received by the court as of opening of business January 1, 2007. Local Court Revenue excludes:

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

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

4.10 All revenue excluded from "Local Court Revenue" shall be retained by the party to whom they are awarded by the court or who operates or contracts for the program involved, as appropriate.

4.11 Monthly Reporting and Payment to City. The County will provide to the City monthly remittance reports and payment to the City from the County for the City's share of Local Court Revenue no later than three business days after the end of the normal business month. On a monthly basis, the County will provide to the City reports listing City cases filed and revenue received for all City cases on which the Local Court Revenue is calculated in a format consistent with the requirements described in Exhibit

A. Unless modified by mutual agreement, Exhibit A shall set out the process and content for financial reporting to the City from the County.

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

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

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

5.0.2 System Disputes. Disputes arising out of District Court system operations or management, or involving the interpretation of this Agreement in a way that could impact the entire system and other Cities with comparable Agreements, may be referred in writing by either Party to all representatives of the DCMRC as designated in Section 2.3.1. If the DCMRC is unable to reach mutual agreement to resolve the dispute agreement within 60 days of referral, then the dispute may be referred by either Party to non-binding mediation, conducted in the manner described in Section 5.0.1. Any and all Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The parties to the mediation shall share equally in the costs charged by the mediator or

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

6.0 Resolution of Disputes Resulting From Specified Events.

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

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

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

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

Then either Party must first refer its concerns with the changed circumstances under this Section to dispute resolution under Section 5.0.2 and complete the dispute resolution process outlined in that Section. If the dispute is not resolved within 120 days of first referral under Section 5.0.2 or completion of the dispute resolution process outlined in Section 5.0.2, whichever comes first, then either party may serve a notice of intent to terminate this Agreement. Such notice shall be provided in writing to all representatives of the DCMRC as designated in Section 2.3.1. Within 30 days of the date the notice of intent to terminate is served, the chief executive officer(s) of the City(ies), the Chief Presiding Judge, and the County Executive shall meet together at least once in person for the purpose of resolving the dispute. If 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.

9.0 Indemnification.

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

9.2 Indemnification.

9.2.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties or combination of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party or combination of the Parties to the extent of that Party's/those Parties' culpability. This indemnification shall survive the expiration or termination of this Agreement.

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

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

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

10.0 Independent Contractor.

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

11.0 Notice.

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

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

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

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

12.0 Partial Invalidity.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 7.0.

13.0 Assignability.

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

14.0 Captions.

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

15.0 Force Majeure.

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

16.0 Entire Agreement.

This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all

prior oral or written understandings, agreements, promises or other undertakings between the Parties.

17.0 Governing Law.

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

18.0 No Third Party Rights.

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

19.0 Counterparts.

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

20.0 Amendment or Waiver.

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

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

King County	City of _____
_____	_____
King County Executive	Title:
Date:	Date:

Approved as to Form:

King County Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH J

Attachment	Item	City Case Costs 2004	City Case Costs 2003
	2004 District Court Program Budget		
A	Salaries and Benefits less Probation	[redacted]	2,335,435
B	Non-Facility costs/Non-CX overhead costs less probation	[redacted]	418,476
C	Current Expense Overhead	[redacted]	14,757
D	District Court Facilities - Operating and Rent	[redacted]	469,757
E	Security Costs per Facility	[redacted]	209,466
F	Facilities - Call Center/Payment Center	[redacted]	87,802
G	Reconciliation Costs	[redacted]	1,939
H	One-Time Electronic Court Records Technology Costs based on Useful Life	[redacted]	51,895
I	One-Time Costs for Technology Improvement Projects	[redacted]	
	TOTAL CITY CASE COSTS IN 2004:	**2,956,787**	**3,589,526**
	TOTAL CITY REVENUE IN 2004	[redacted]	$ 4,117,470
	Percentage of Total City Case Costs	**92.40%**	**87.18%**
	City Dedicated Costs		
J	Dedicated City space	[redacted]	-
	TOTAL CITY COSTS w/ DEDICATED	**2,956,787**	**3,589,526**

Methodology/Definitions/Notes:

1. District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
2. Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs ——→ 16.57%
3. The District Court Program Budget will be updated annually as will the percentage representing contract cities.
4. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).
5. The "City Case Cost" for each year, calculated by the County, is equal to the sum of Attachments A through 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 Remittance to County	County Reimbursement to City
Beaux Arts	[redacted]	[redacted]	-	[redacted]	[redacted]	0	-	-
Bellevue	[redacted]	[redacted]	1,313,790	[redacted]	[redacted]	152,035	$152,035	-
Burien	[redacted]	[redacted]	227,401	[redacted]	[redacted]	100,972	$100,972	-
Carnation	[redacted]	[redacted]	21,321	[redacted]	[redacted]	18,600	$18,600	-
Covington	[redacted]	[redacted]	63,254	[redacted]	[redacted]	15,878	$15,878	-
Duvall	[redacted]	[redacted]	40,471	[redacted]	[redacted]	15,823	$15,823	-
Kenmore	[redacted]	[redacted]	148,961	[redacted]	[redacted]	42,447	$42,447	-
North Bend	[redacted]	[redacted]	30,851	[redacted]	[redacted]	3,987	$3,987	-
Redmond	[redacted]	[redacted]	528,660	[redacted]	[redacted]	113,991	$113,991	-
Sammamish	[redacted]	[redacted]	95,310	[redacted]	[redacted]	3,585	$3,585	-
Shoreline	[redacted]	[redacted]	377,172	[redacted]	[redacted]	94,257	$94,257	-
Skykomish	[redacted]	[redacted]	825	[redacted]	[redacted]	668	$668	-
Snoqualmie	[redacted]	[redacted]	63,187	[redacted]	[redacted]	11,857	$11,857	-
Woodinville	[redacted]	[redacted]	45,584	[redacted]	[redacted]	(17,202)		$17,202
Total	[redacted]	[redacted]	$2,956,787	[redacted]	[redacted]			

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.

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

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

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

EXHIBIT C
ANNUAL FACILITY CHARGES FOR THE DISTRICT COURT FACILITY IN THE CITY OF ISSAQUAH

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

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

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

2007	2008	2009	2010	2011
$17.00	$17.51	$18.04	$18.58	$19.13

2012	2013	2014	2015	2016
$19.71	$20.30	$20.91	$21.54	$22.18

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

ATTACHMENT 1 TO EXHIBIT C

District Court Issaquah Facility - Lease Model

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

Residual Value - On a Market Value Basis

20 year

	Year	Building	Accumulated Depreciation	Net Building value	Land	Total	Standard Payment	Std Rate	Annual Residual Credit		Revised Payment	OPTION A - No residual rate	OPTION B- No residual & Escalating payment	Total Reduction from Std	OPTION C- Option B plus major mainteance
1	2000	$5,141,760	$102,835	$5,038,925	$944,320	$5,983,245	$626,196		159,022	9.56	$467,174	$28.07	$28.07		
2	2001	$5,296,013	$211,841	$5,084,172	$982,093	$6,066,265	$479,490		159,022	9.56	$320,468	$19.26	$19.26		
3	2002	$5,454,893	$327,294	$5,127,600	$1,021,377	$6,148,976	$481,700		159,022	9.56	$322,678	$19.39	$19.39		
4	2003	$5,618,540	$449,483	$5,169,057	$1,062,232	$6,231,288	$483,315		159,022	9.56	$324,293	$19.49	$19.49		
5	2004	$5,787,096	$578,710	$5,208,387	$1,104,721	$6,313,107	$479,428		159,022	9.56	$320,406	$19.25	$19.25		
6	2005	$5,960,709	$715,285	$5,245,424	$1,148,910	$6,394,334	$480,113		159,022	9.56	$321,091	$19.29	$19.29		
7	2006	$6,139,530	$859,534	$5,279,996	$1,194,866	$6,474,862	$480,153	$28.85	159,022	9.56	$321,131	$19.30	$19.30		
8	2007	$6,323,716	$1,011,795	$5,311,922	$1,242,661	$6,554,582	$479,653	$28.82	159,022	9.56	$320,631	$19.27	$16.56	($12.26)	$17.00
9	2008	$6,513,428	$1,172,417	$5,341,011	$1,292,367	$6,633,378	$483,603	$29.06	159,022	9.56	$324,581	$19.50	$17.27	($11.79)	$17.51
10	2009	$6,708,831	$1,341,766	$5,367,064	$1,344,062	$6,711,126	$481,640	$28.94	159,022	9.56	$322,618	$19.39	$17.68	($11.26)	$18.04
11	2010	$6,910,095	$1,520,221	$5,389,874	$1,397,824	$6,787,699	$483,958	$29.08	159,022	9.56	$324,936	$19.53	$18.34	($10.74)	$18.58
12	2011	$7,117,398	$1,708,176	$5,409,223	$1,453,737	$6,862,960	$480,158	$28.85	159,022	9.56	$321,136	$19.30	$18.67	($10.18)	$19.13
13	2012	$7,330,920	$1,906,039	$5,424,881	$1,511,887	$6,936,768	$480,588	$28.88	159,022	9.56	$321,566	$19.32	$19.25	($9.62)	$19.71
14	2013	$7,550,848	$2,114,237	$5,436,610	$1,572,362	$7,008,973	$479,988	$28.84	159,022	9.56	$320,966	$19.29	$19.79	($9.05)	$20.30
15	2014	$7,777,373	$2,333,212	$5,444,161	$1,635,257	$7,079,418	$483,328	$29.04	159,022	9.56	$324,306	$19.49	$20.60	($8.44)	$20.91
16	2015	$8,010,695	$2,563,422	$5,447,272	$1,700,667	$7,147,939	$480,508	$28.87	159,022	9.56	$321,486	$19.32	$21.03	($7.84)	$21.54
17	2016	$8,251,015	$2,805,345	$5,445,670	$1,768,694	$7,214,364	$481,758	$28.95	159,022	9.56	$322,736	$19.39	$21.75	($7.20)	$22.18
18	2017	$8,498,546	$3,059,477	$5,439,069	$1,839,441	$7,278,511	$481,810	$28.95	159,022	9.56	$322,788	$19.40	$22.40	($6.55)	$22.85
19	2018	$8,753,502	$3,326,331	$5,427,171	$1,913,019	$7,340,190	$480,645	$28.88	159,022	9.56	$321,623	$19.33	$22.99	($5.89)	$23.53
20	2019	$9,016,107	$3,606,443	$5,409,664	$1,989,540	$7,399,204	$483,460	$29.05	159,022	9.56	$324,438	$19.50	$23.89	($5.16)	$24.24
			Residual Values	Building	Land	Total	NPV $4,806,083		$1,544,026		$3,262,055	196.0	196.0		
			End of 20 PV	$1,128,859	$415,166	$1,544,026						151.9	151.9		

EXHIBIT D
ONE-TIME COSTS FOR TECHNOLOGY IMPROVEMENT PROJECTS

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

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