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| CITY OF AUBURN WASHINGTON | **City Council Study Session Muni Services SFA**<br>**January 11, 2021 - 5:30 PM**<br>**Virtual**<br>**AGENDA**<br>**Watch the meeting LIVE!**<br><br>**Watch the meeting video**<br>Meeting videos are not available until 72 hours after the meeting has concluded. |

I. CALL TO ORDER

II. Virtual Participation Link

A. Virtual Participation Link

The Auburn City Council Meeting scheduled for Monday, January 11, 2021 at 5:30 p.m. will be held virtually and telephonically. To attend the meeting virtually please click the link or enter the meeting ID into the Zoom app or call into the meeting at the phone number listed below.

Per the Governor's Emergency Proclamation 20-28, the City of Auburn is prohibited from holding an in-person meeting at this time.

City of Auburn Resolution No. 5533, designates City of Auburn meeting locations for all Council, Board and Commission meetings as virtual. All meetings will be held virtually and telephonically until King County enters into Phase 3 of Governor Inslee's Safe Start — Washington's Phased Reopening plan.

The link to the Virtual Meeting or phone number to listen to the Council Meeting is:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. https://zoom.us/j/94237693282

Or join by phone:
253 215 8782
888 475 4499 (Toll Free)

Webinar ID: 942 3769 3282

B. Roll Call

III. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

IV. AGENDA MODIFICATION

V. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6809 (Tate)(5 Minutes)

An Ordinance amending Section 18.36.020 of the Auburn City Code (ACC) by adding back Subsection B 'Site Plan approval'

B. Ordinance No. 6810 (Gaub)(5 Minutes)

An Ordinance vacating right-of-way of the alley north of Auburn Way South between Dogwood St SE and Fir St SE

C. Modification to the 2021-2026 TIP (Gaub)(10 Minutes)

D. Resolution No. 5573 (Thomas)(5 Minutes)

A Resolution relating to the Auburn Food Bank's operation of the Daytime Resource Center and authorizing the Mayor to negotiate, administer, and execute an agreement with the Auburn Food Bank

E. Resolution No. 5574 (Thomas)(5 Minutes)

A Resolution relating to the Auburn Food Bank's operation of the Night Shelter and authorizing the Mayor to negotiate, administer, and execute an agreement with the Auburn Food Bank

F. Resolution No. 5580 (Hinman)(10 Minutes)

A Resolution authorizing the Mayor to negotiate and execute a land lease agreement with MD 500 Development, LLC.

VI. MUNICIPAL SERVICES DISCUSSION ITEMS

A. King County District Court ILA (Martinson)(30 Minutes)

Interlocal Agreement with King County District Court for provision of Municipal Court Services

VII. OTHER DISCUSSION ITEMS

VIII. NEW BUSINESS

IX. ADJOURNMENT

*Agendas and minutes are available to the public at the City Clerk's Office, on the City website (http://www.auburnwa.gov), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.*

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Ordinance No. 6809 (Tate)(5 Minutes)

**Date:**
January 5, 2021

**Department:**
Community Development

**Attachments:**
Ordinance No. 6809
Exhibit A to Ordinance No. 6809

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

For discussion only.

**Background Summary:**

Ordinance No. 6779 amended Chapter 18.68 ACC 'Zoning Map and Text Amendments' (formerly known as only 'Amendments'). During that amendment process Subsection B of ACC 18.36.020 was inadvertently shown as struck-out, whereas the only change intended to this Section was to update a reference back to Ch. 18.68 ACC. This ordinance will correct this error by adding back ACC18.36.020(B). No Planning Commission review or public notice is required per ACC 18.68.030(B)(2) 'Procedural Zoning Text Amendments'.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:** Tate

**Meeting Date:** January 11, 2021

Item Number:

**ORDINANCE NO. 6809**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTION 18.36.020 OF THE AUBURN CITY CODE (ACC) BY ADDING SUBSECTION B 'SITE PLAN APPROVAL'.

WHEREAS, on July 20, 2020 the Auburn City Council Passed Ordinance No. 6779, amending certain sections of the Auburn City Code (ACC), including ACC 18.36.020; and

WHEREAS, Section 3 of Ordinance No. 6779 inadvertently deleted subsection 'B' of ACC 18.36.020; and

WHEREAS, it is appropriate to add back this inadvertently deleted text language to Ch. 18.36 ACC; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN as follows:

**Section 1. Amendment to City Code.** Section 18.36.020 ACC is amended to read as shown in Exhibit A of this Ordinance.

**Section 2. Implementation.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

**Section 3. Severability.** The provisions of this Ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Ordinance, or the invalidity of the application of it to any person or circumstance, will not affect the validity of the remainder of this Ordinance, or the validity of its application to other persons or circumstances.

**Section 4. Effective date.** This Ordinance will take effect and be in force five days from and after its passage, approval, and publication as provided by law.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

Published: _____

## 18.36.020 Process.

The approval process for business parks is in two steps. The first step in the conceptual approval of the business park, by the hearing examiner and city council, this step also approves the rezone to the business park district. The second step is the approval of the site plan by the planning director.

A. Conceptual Approval.

1. Conceptual approval of a business park shall be applied by the rezone process as specified in ACC 18.68.030(A)(1). The rezone shall be a contract rezone and shall include an agreement that establishes the type, square footage and general location of the uses; the location and size of the park; restrictive covenants; public improvements; and the responsibilities of the owner/developer.

2. A BP district shall only be approved when the owner/developer has demonstrated that a public benefit will result and the project contains architectural, site, and landscape design standards that are significantly superior to those typically required in the other industrial and commercial zones.

3. No significant impacts on the public infrastructure shall occur that cannot be effectively mitigated by the development of the business park.

4. If the approval of the business park requires a subdivision of property, the preliminary plat may be processed concurrently.

B. Site Plan Approval.

1. The site plan of a business park shall be approved by the planning director.

2. From the date of filing a complete application the planning director shall within 30 calendar days either approve, deny, or approve with conditions the site plan. The decision of the director shall be final unless appealed to the hearing examiner pursuant to ACC 18.70.050.

3. The city attorney shall prepare the necessary documents, approving the site plan, which shall be recorded at the appropriate King County office, for properties located in King County, or recorded at the appropriate Pierce county office for properties located in Pierce County.

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Ordinance No. 6810 (Gaub)(5 Minutes)

**Date:**
January 4, 2021

**Department:**
Public Works

**Attachments:**
Draft Ordinance No. 6810
Exhibit A
Exhibit B
Staff Report
Vicinity Map
Site Plan

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

For discussion only.

**Background Summary:**

Muckleshoot Development Corporation has applied to the City for vacation of the right-of-way of the Alley located north of Auburn Way South, between Dogwood St SE and Fir St SE. The applicant owns the adjacent parcel # 2021059024 to the south and is proposing to incorporate the right-of-way into development of the adjacent property.

The proposed vacation area was originally dedicated to the City of Auburn for alley purposes by Quit Claim Deed on May 20, 1965.

The application has been reviewed by City staff and utility purveyors who have an interest in this right-of-way. Through this review City staff has determined that the right-of-way is no longer necessary to meet the needs of the City and could be vacated with conditions outlined in Draft Ordinance No. 6810.

A public hearing for Vacation No. V2-20 is set for January 19, 2021.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:** Gaub

**Meeting Date:** January 11, 2021

Item Number:

**ORDINANCE NO. 6810**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN WASHINGTON, VACATING RIGHT-OF-WAY OF THE ALLEY NORTH OF AUBURN WAY SOUTH BETWEEN DOGWOOD ST SE AND FIR ST SE, WITHIN THE CITY OF AUBURN, WASHINGTON.

WHEREAS, the City of Auburn, Washington ("City"), has received a petition signed by at least two-thirds (2/3) of the owners of property abutting right-of-way located within the alley north of Auburn Way South, between Dogwood St SE and Fir St SE, within the City of Auburn, requesting vacation of the right-of-way; and,

WHEREAS, as required by Chapter 12.48 of the Auburn City Code, a public hearing was held in connection with the possible vacation, with notice having been provided pursuant to statute; and,

WHEREAS, the City Council has considered all matters presented at the public hearing on the proposed vacation, held on the 19th day of January, 2021, at the Auburn City Council Chambers in Auburn, Washington.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON DO ORDAIN as a non-codified ordinance as follows:

**Section 1. Vacation.** That the right of way located at the Alley north of Auburn Way South, between Dogwood St SE and Fir St SE, located within the City of Auburn, Washington, legally described as follows:

THE ALLEY, 16 FEET IN WIDTH, CONVEYED TO THE CITY OF AUBURN BY QUIT CLAIM DEED UNDER RECORDING NUMBER 5881425, DATED MAY 20, 1965, RECORDS OF

KING COUNTY, WASHINGTON, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, FOREST VILLA ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 62 OF PLATS, PAGE 15, RECORDS OF KING COUNTY; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 88°17'59" EAST, A DISTANCE OF 592.90 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID PLAT ALSO BEING A POINT ON THE WEST RIGHT OF WAY MARGIN OF FIR STREET SE.; THENCE ALONG SAID WEST MARGIN SOUTH 01°42'01" WEST, A DISTANCE OF 16.00 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED QUIT CLAIM DEED; THENCE ALONG SAID SOUTH LINE NORTH 88°17'59" WEST, A DISTANCE OF 592.77 FEET TO THE EAST RIGHT OF WAY MARGIN OF DOGWOOD STREET SE.; THENCE ALONG SAID EAST MARGIN NORTH 01°14'45" EAST, A DISTANCE OF 16.00 FEET TO THE PONT OF BEGINNING.

CONTAINING 9,485 SQ. FT, 0.22 ACRES, MORE OR LESS.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON ALL LYING WITHIN THE MUCKLESHOOT INDIAN RESERVATION.

[Also identified as Exhibit "A".]

and as shown on the survey, a copy of which is attached, marked Exhibit "B" is vacated and the property lying in the right-of-way described, shall inure and belong to those persons entitled to receive the property in accordance with RCW 35.79.040, conditioned upon the following:

A. In accordance with RCW 35.79.030, the City hereby reserves in favor

of Parcel Nos. 2599000010, 2599000020, 2599000030, 2599000030, 2599000040, 2599000060, 2599000070, and 2599000080 abutting the vacated right-of-way as described above a perpetual nonexclusive access easement under, over, through and across the vacated right-of-way as described above for the purposes of pedestrian, vehicular and pedestrian individual adjacent parcel access and adjacent private property access. The owners of the adjacent property agree not to erect any structures on said easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantee's rights herein.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

B. In accordance with RCW 35.79.030, the City grants a private utility easement to Puget Sound Energy over, under, and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of electric distribution facilities. The owners of the adjacent property shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantees' rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

C. In accordance with RCW 35.79.030, the City grants a private utility

easement to CenturyLink over, under and upon the vacated right-of-way as described above for the construction, operation, maintenance, repair, replacement, improvement and removal of wireline telecommunications facilities. The owners of the adjacent properties shall not erect any structures on the easement and shall not place trees or other obstructions on the easement that would interfere with the exercise of Grantees' rights.

This easement shall be a covenant running with the adjacent property parcels and burden said real estate, and shall be binding on the successors, heirs and assigns of all parties.

D. It is provided, however that such reserved or granted utility and access easements as set out in Paragraphs A, B and C above may be modified to accommodate a removal, relocation and sitting of the affected utility lines if the Utility and the property owners on whose property the utility lines are located agree to the removal relocations and sitting being paid by said property owners and with the removal relocation and sitting being done in conformity with applicable standards.

E. The applicant shall construct public improvements that permanently close the first two driveways north of the intersection of Auburn Way South on the east side of Dogwood St SE and construct a new driveway to Dogwood St SE at the west boundary of the vacated right-of-way.

F. The applicant shall construct public improvements to permanently restrict existing and new driveways along the north side of Auburn Way South from Fir St SE to

Dogwood St SE to right-in/right-out.

G. The applicant shall construct a 7-foot tall fence on the north boundary of the right-of-way, including appropriate gates as may be required to provide accessibility by properties abutting the right-of-way.

H. The applicant shall construct an acoustic CMU wall and landscaping to provide mitigation of noise from the property abutting the south boundary of the vacated right-of-way.

I. In accordance with RCW 35.79.0360 and ACC 12.48.085, compensation to the City of Auburn, shall be made by the owner or owners of property adjacent thereto in the total amount of Forty-Three Thousand ($43,000.00) Dollars for the full appraised value of the right-of-way, which has been right-of-way for more than twenty-five (25) years and for which public funds were expended.

J. This vacation shall be effective upon completion of the provisions in paragraph E, F, G, H and I, above. The above described provisions must be completed by December 31, 2021 or the vacation and Ordinance will be null and void.

**Section 2.** **Constitutionality or Invalidity.** If any portion of this Ordinance or its application to any person or circumstances is held invalid, the remainder of the Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

**Section 3.** **Implementation.** The Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this location.

**Section 4.** **Effective Date.** This Ordinance shall take effect and be in force

five (5) days from and after passage, approval, and publication as provided by law.

**Section 5.** **Recordation.** The City Clerk is directed to record this Ordinance with the office of the King County Auditor only upon completion of those provisions set forth in Section 1, Paragraphs E, F, G, H, I and J, above, at which time the vacation pursuant to this Ordinance shall be effective under Auburn City Code 12.48.080.

INTRODUCED: _____

PASSED: _____

APPROVED: _____

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

PUBLISHED: _____

DRAFT

# EXHIBIT A
# ALLEY VACATION LEGAL DESCRIPTION

THE ALLEY, 16 FEET IN WIDTH, CONVEYED TO THE CITY OF AUBURN BY QUIT CLAIM DEED UNDER RECORDING NUMBER 5881425, DATED MAY 20, 1965, RECORDS OF KING COUNTY, WASHINGTON, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

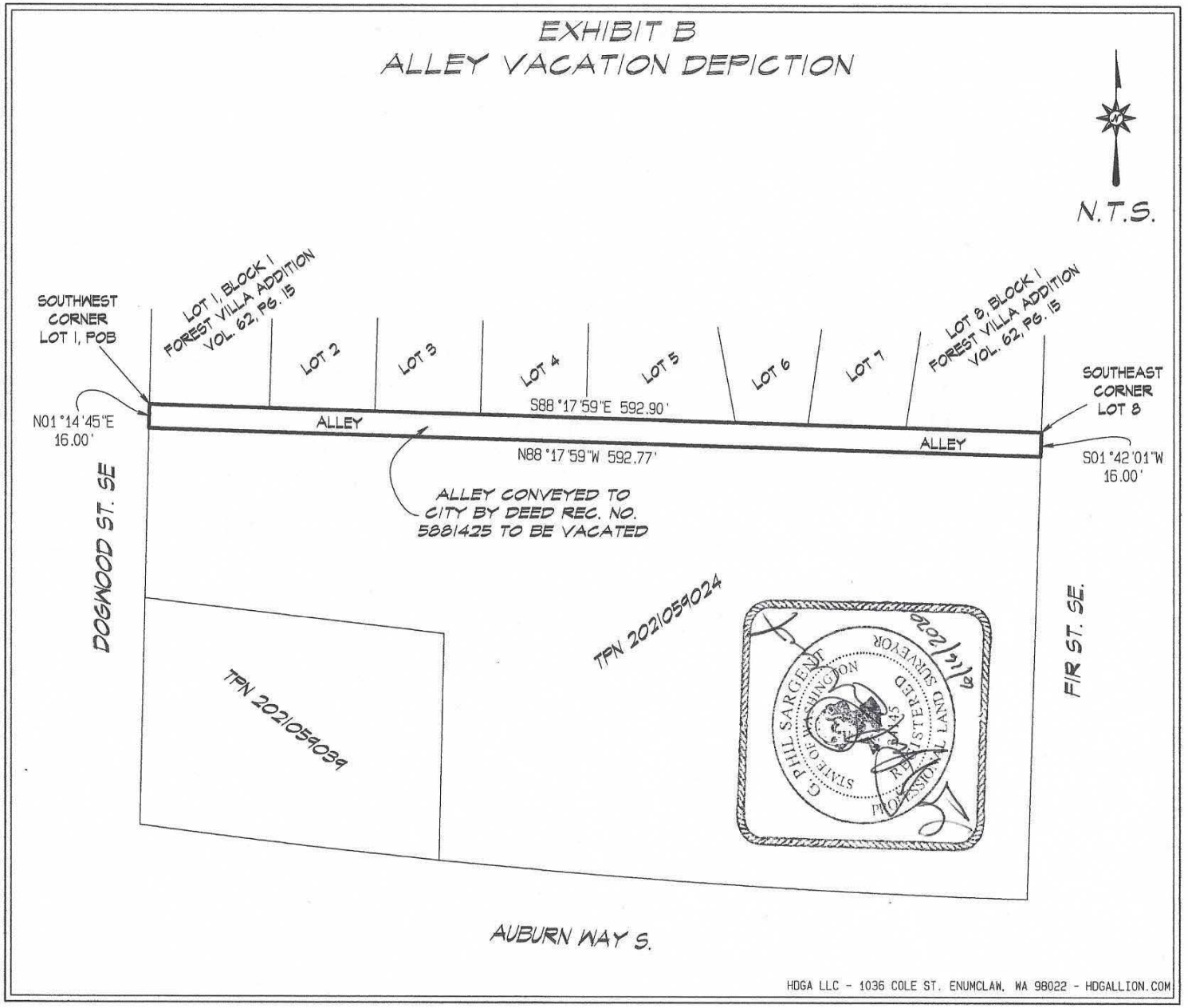
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, FOREST VILLA ADDITION TO THE CITY OF AUBURN, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 62 OF PLATS, PAGE 15, RECORDS OF KING COUNTY; THENCE ALONG THE SOUTH LINE OF SAID PLAT SOUTH 88°17'59" EAST, A DISTANCE OF 592.90 FEET TO THE SOUTHEAST CORNER OF LOT 8 OF SAID PLAT ALSO BEING A POINT ON THE WEST RIGHT OF WAY MARGIN OF FIR STREET SE.; THENCE ALONG SAID WEST MARGIN SOUTH 01°42'01" WEST, A DISTANCE OF 16.00 FEET TO THE SOUTH LINE OF THE AFOREMENTIONED QUIT CLAIM DEED; THENCE ALONG SAID SOUTH LINE NORTH 88°17'59" WEST, A DISTANCE OF 592.77 FEET TO THE EAST RIGHT OF WAY MARGIN OF DOGWOOD STREET SE.; THENCE ALONG SAID EAST MARGIN NORTH 01°14'45" EAST, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,485 SQ. FT, 0.22 ACRES, MORE OR LESS.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON ALL LYING WITHIN THE MUCKLESHOOT INDIAN RESERVATION.



# EXHIBIT B
## ALLEY VACATION DEPICTION



# RIGHT-OF-WAY VACATION STAFF REPORT

**Right-of-Way (ROW) Vacation Number V2-20**

**Applicant:** **Muckleshoot Development Corporation**

**Property Location:** **Right-of-Way located at the Alley north of Auburn Way South, between Dogwood St SE and Fir St SE.**

**Description of right-of-way:**
This ROW proposed for vacation consists of the Alley north of Auburn Way South, between Dogwood St SE and Fir St SE. The proposed ROW is adjacent to Parcel No. 2021059024 on the south side and Parcel Nos. 2599000010 through 2599000080 on the north side, and bordered by City right-of-way to the east and west. The total proposed area of ROW for vacation is approximately 9485± square feet.

The proposed ROW vacation area was originally dedicated to the City of Auburn for alley purposes Quit Claim Deed under Recording Number 5881425, dated May 20, 1965, Records of King County, Washington.

See Exhibits "A" and "B" for legal description and survey.

**Proposal:**
Muckleshoot Development Corporation is proposing that the Alley be vacated so that they can incorporate the area into development of the property to the south on Parcel No 2021059024. If approved, the vacated area would become a drive aisle for access to/from a new gas station, convenience/grocery store, and car wash (Project). The Project includes public improvements that support the alley vacation and help improve safety and traffic operations: closure of two driveways on Dogwood Street SE along the Project site and access restrictions to the existing and new driveways to the Project site on Auburn Way South.

In addition the applicant has agreed to install a 7-foot tall "high quality" fence on the north side of the proposed alley vacation with gates for the neighboring properties to the north that desire access to the vacated alley area. With the Project, the applicant agrees to install other measures including landscaping on the south side of the alley and north side of the Project to mitigate and reduce noise as well as reduce or avoid graffiti consistent with Planning and Development comments.

See the attached Site Plan for additional Project details associated with the proposed vacation.

**Applicable Policies & Regulations:**

- RCW's applicable to this situation - meets requirements of RCW 35.79.
- MUTCD standards - not affected by this proposal.
- City Code or Ordinances - meets requirements of ACC 12.48.
- Comprehensive Plan Policy - not affected.
- City Zoning Code - not affected.

**Public Benefit:**

- Vacated Right-of-Way areas typically have a financial benefit to the general public because the vacated areas are subject to property taxes. In this case, the vacated area would likely become part of a Muckleshoot Indian Tribe parcel and therefore it is not known at this time if the vacated area would be subject to property taxes.
- The street vacation decreases the Right-of-Way maintenance obligation of the City.

The street vacation supports closure, restricted access, and consolidation of access driveways to the applicant's Project site that will improve safety and traffic operations at the intersection of Dogwood Street SE and Auburn Way South.

**Discussion:**

The vacation application was circulated to Puget Sound Energy (PSE), Comcast, CenturyLink, and City staff.

1. Puget Sound Energy (PSE) – PSE has underground electrical facilities and will require an easement be retained across the proposed vacation area.
2. Comcast – Comcast does not have any facilities in the alley and do not require an easement.
3. CenturyLink – Comments from CenturyLink were received requesting an easement be reserved for facilities currently located in the right-of-way.
4. Engineering – Access to the alley by properties abutting the north side of the ROW shall be maintained and access easements required.
5. Transportation – Proposal by the applicant to make the vacated alley area a drive aisle with a two-way (ingress and egress) driveway at Dogwood Street SE and a one-way (egress only) driveway at Fir Street SE is acceptable to the City.
6. Planning – Should the city staff support the vacation of the public alley, the city remains concerned about increased proximity of commercial development and impacts/disturbance to the adjacent residences to the north. The city seeks measures comparable to those standards generally applied and based on city codes, as follows:

a. Per ACC 18.50.040(A), a 10-foot landscape buffer is typically required along the north property line abutting residential properties. The applicant shall make an effort to incorporate a minimum 10-foot landscaping where practical, along the northern boundary of the site, including a mixture of trees, shrubs, and ground cover. It is recognized that such a landscape buffer may be impractical due to the proposed development configuration of the site. Where this is not practical, a reduced width of dense landscaping or similar treatment with limited interruptions would provide better compatibility with the residential uses.
b. A screening wall or fence shall be provided along the new north property line. The screening shall be a minimum of six feet high and be comprised of a material acceptable to the City. While a chain-link fence with slats as proposed may provide partial screening, a higher quality material is recommended for use, such as a solid wood fence, vinyl, or concrete, or a fence and hedge combination. The purpose of this requirement is to provide higher quality design appearance and more complete privacy for the abutting residential uses.
c. Per ACC 18.55.030, any outdoor lighting fixtures or building mounted fixtures located within 50 feet of the abutting residential uses to the north, shall be limited to 16 feet in height and shielded. The purpose of this requirement is to limit any light impacts to the abutting residential uses.
d. Because the alley vacation will result in increased proximity of large commercial trucks and queueing for car wash, the applicant needs to provide additional information as to how noise impacts to the adjacent residential uses are going to be mitigated. Particular attention needs to be focused on ensuring the abutting residential uses aren't negatively impacted by increases in noise from traffic/queueing, car wash and vacuum equipment, and customer's vehicle audio systems.

7. Water – No comments. An easement is not needed as there are no water facilities.
8. Sewer – No comments. An easement is not needed as there are no sewer facilities.
9. Storm – No comments. An easement is not needed as there are no storm facilities.
10. Fire – No comments.
11. Solid Waste – No comments.
12. Police – No comments.
13. Streets – No comments.
14. Construction –No comments.
15. Innovation and Technology – No comments

**Assessed Value:**

ACC 12.48 states “The city council may require as a condition of the ordinance that the city be compensated for the vacated right-of-way in an amount which does not exceed one-half the value of the right-of-way so vacated, except in the event the subject property or portions thereof were acquired at public expense or have been part of a dedicated public right-of-way for 25 years or more, compensation may be required in an amount equal to the full value of the right-of-way being vacated. The city engineer shall estimate the value of the right-of-way to be vacated based on the assessed values of comparable properties in the vicinity. If the value of the right-of-way is determined by the city engineer to be greater than $2,000, the applicant will be required to provide the city with an appraisal by an MAI appraiser approved by the city engineer, at the expense of the applicant. The city reserves the right to have a second appraisal performed at the city’s expense.”

RCW 35.79.030 states the vacation “shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated. If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.”

An appraisal by an MAI appraiser of the subject right-of-way was required to be submitted by the applicant. The appraisal was reviewed and found to be acceptable. The appraisal values the right-of-way in an “As-Is Land Value” at $43,000.00. The right-of-way has been right-of-way for more than 25 years and was acquired for alley purposes through Quit Claim Deed under Recording Number 5881425, dated May 20, 1965, Records of King County, Washington.

**Recommendation:**
Staff recommends that the street vacation be granted subject to the following conditions:

1. An easement shall be reserved for Puget Sound Energy electric facilities.
2. An easement shall be reserved for CenturyLink telecommunications facilities.
3. An access easement shall be reserved for all properties abutting the north boundary of the right-of-way.
4. Applicant shall construct public improvements required to close the first two driveways north of the intersection with Auburn Way South on the east side of Dogwood Street SE and construct a new driveway to Dogwood Street SE at the existing alley in accordance with the attached site plan.

5. Applicant shall construct improvements to restrict existing and new driveways along the Project site along Auburn Way South to right-in/right-out in accordance with the attached site plan.
6. Applicant shall construct and install a 7-foot tall “high quality” fence on the north boundary of the vacated right-of-way, including appropriate gates for accessibility by properties abutting the north boundary of the right-of-way.
7. Applicant shall construct and install an acoustic CMU wall and landscaping on a portion of the south boundary of the vacated right-of-way in accordance with the attached site plat to provide effective noise mitigation.
8. Staff recommends that compensation for the full appraised value of the right-of-way in the amount of $43,000.00 be required as it has been ROW for more than 25 years and the City has incurred cost for maintenance of the alley.
9. Completion Condition Nos. 4 through 8 above shall be accomplished by December 31, 2021 or the vacation shall be null and void.

# ROW Vacation #V2-20 Muckleshoot Development Corporation

Printed Date: 2/25/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015

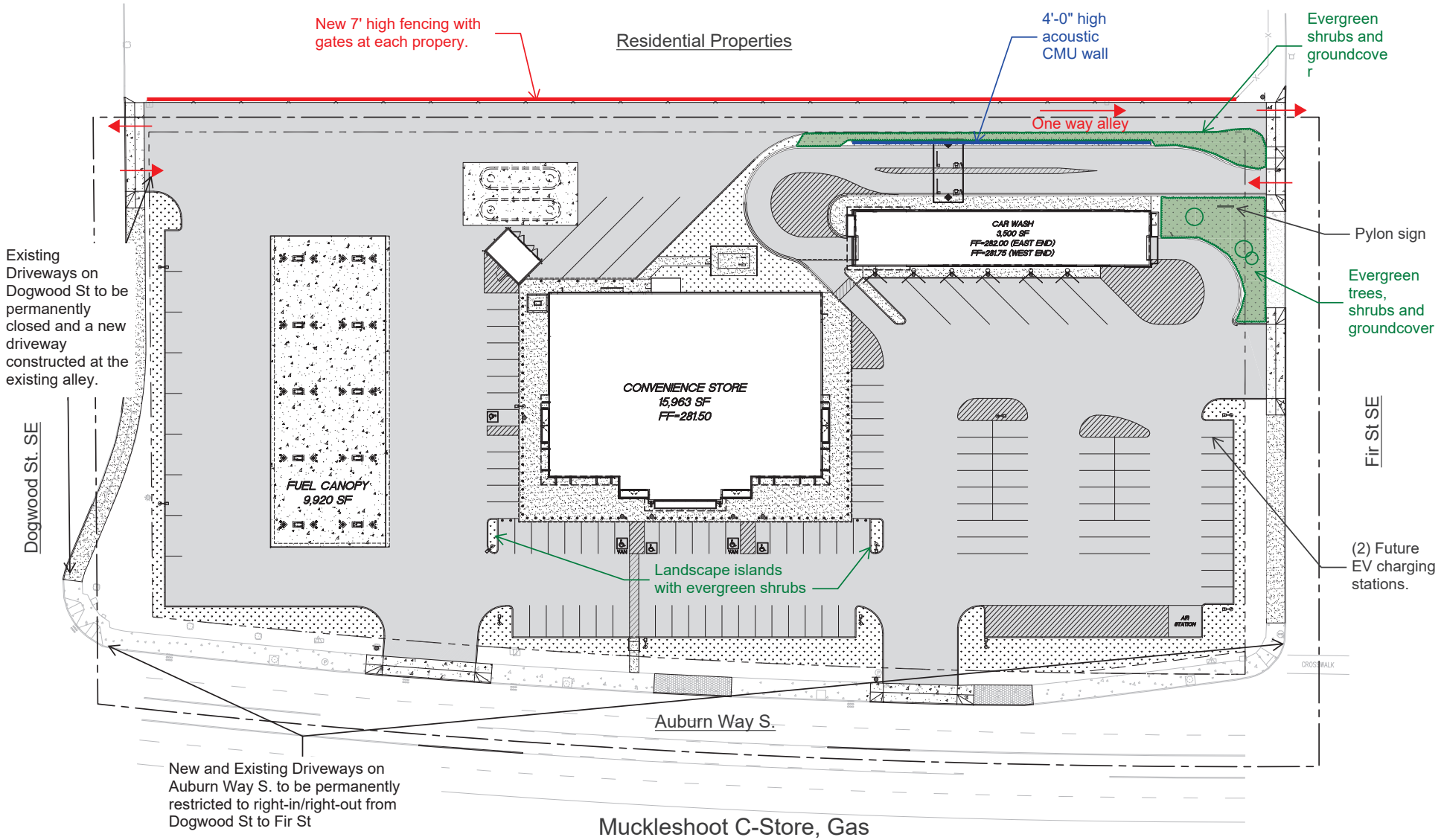



262.7 0 131.4 262.7 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 131 ft 1: 1,576

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.




Muckleshoot C-Store, Gas Station, and Car Wash
Site Plan - October 12, 2020

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Modification to the 2021-2026 TIP (Gaub)(10 Minutes)

**Date:**
December 23, 2020

**Department:**
Public Works

**Attachments:**
TIP Sheets and Vicinity Maps

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

## Administrative Recommendation:

For discussion only.

## Background Summary:

Changes to the Transportation Improvement Plan (TIP) are needed to update the TIP to reflect recent grant awards as follows:

**Additions:**

- TIP P-14: 4th Street SE Preservation ($2.91M) – This project will replace pavement and utilities on 4th Street SE from Auburn Way South to L Street SE. A pavement grind and overlay is planned between Auburn Way South and D Street SE. Full depth pavement reclamation is planned from D Street SE to L Street SE. The project will also include replacement of City utilities, removal of sidewalk obstructions, replacement of sidewalk and curb ramps as needed to address ADA requirements, and other improvements. Transportation Improvement Board (TIB) grant funding for the project was awarded in 2020.

- TIP R-10: High Friction Surface Treatment ($0.42M) – The project will install a high friction surface treatment (HFST) at six different curved roadway segments throughout the City. The HFST involves the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions, reducing the potential for a crash. WSDOT administered grant funding for the project was awarded in 2020.

**Modifications:**

- TIP P-1: Arterial Street Preservation Program ($2.2M/year) – a portion of the 2021 and 2022 funds from this program were reallocated to P-14 to provide the required local match for the grant funds.

**NEXT STEPS:**

The public hearing and adoption are scheduled for the January 19th City Council meeting.

## Reviewed by Council Committees:

**Councilmember:** **Staff:** Gaub

**Meeting Date:** January 11, 2021 Item Number:

# Six Year Transportation Improvement Plan

**ARTERIAL PRESERVATION FUND (105)**

**TIP# P-1**

Project Title: **Arterial Street Preservation Program** **STIP# AUB-N/A**
Project No: **Varies**
Project Type: **Preservation**
Project Manager: **Kenneth Clark**

**Description:**
The program preserves classified streets throughout the City. Individual projects may include a combination of crack seal, overlays, rebuilds, and spot repairs. The program also funds the biennial collection of pavement condition ratings. This program is funded through a 1% utility tax that was adopted by City Council in 2008. Program funds reflect remaining budget after allocations to specific arterial street preservation projects, which are included as separate projects in this TIP.

**Progress Summary:**
The 2020 construction cycle includes the reconstruction of 15th Street NW between West Valley Highway and Terrace Drive. The project will also overlay 15th Street NW between West Valley Highway and SR 167. A crack seal project of arterial and collector streets is also proposed.

**Future Impact on Operating Budget:**
This project is anticipated to reduce the operating budget for street maintenance.

| **Activity:** | | **2020 YE** | **Budget** | | | **Forecast Project Cost** | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Funding Sources:** | **Prior to 2020** | **Estimate** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **Beyond 2026** | **Total Project Cost** |
| *Arterial Preservation Fund* | - | 2,200,000 | 227,498 | 584,952 | 606,728 | 599,514 | 2,100,000 | 2,200,000 | - | 8,518,692 |
| **Total Funding Sources:** | **-** | **2,200,000** | **227,498** | **584,952** | **606,728** | **599,514** | **2,100,000** | **2,200,000** | **-** | **8,518,692** |
| **Capital Expenditures:** | | | | | | | | | | |
| *Design* | - | 330,000 | 34,125 | 87,743 | 91,009 | 89,927 | 315,000 | 330,000 | - | 1,277,804 |
| *Right of Way* | - | - | - | - | - | - | - | - | - | - |
| *Construction* | - | 1,870,000 | 193,373 | 497,209 | 515,719 | 509,587 | 1,785,000 | 1,870,000 | - | 7,240,888 |
| **Total Expenditures:** | **-** | **2,200,000** | **227,498** | **584,952** | **606,728** | **599,514** | **2,100,000** | **2,200,000** | **-** | **8,518,692** |

## Six Year Transportation Improvement Plan

**ARTERIAL PRESERVATION FUND (105)**

**TIP# P-14**

Project Title: **4th Street SE Preservation (Auburn Way S to L Street SE)** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Preservation**
Project Manager: **TBD**

**Description:**
This project will replace pavement and utilities on 4th Street SE from Auburn Way South to L Street SE. A pavement grind and overlay is planned between Auburn Way South and D Street SE. Full depth pavement reclamation is planned from D Street SE to L Street SE. The project will also include replacement of City utilities, removal of sidewalk obstructions, replacement of sidewalk and curb ramps as needed to address ADA requirements, and other improvements.

**Progress Summary:**
Grant funding for the project was awarded by TIB in 2020.

**Future Impact on Operating Budget:**
This project is anticipated to reduce the operating budget for street maintenance.

| **Activity:** | | **2020 YE** | **Budget** | | | **Forecast Project Cost** | | | | **Total Project** |
|---|---|---|---|---|---|---|---|---|---|---|
| **Funding Sources:** | **Prior to 2020** | **Estimate** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **Beyond 2026** | **Cost** |
| *Arterial Preservation Fund* | - | - | 100,000 | 1,065,048 | - | - | - | - | - | 1,165,048 |
| *Secured Grant* | - | - | 150,000 | 1,597,572 | - | - | - | - | - | 1,747,572 |
| *Traffic Impact Fees* | - | - | - | - | - | - | - | - | - | - |
| *Other* | - | - | - | - | - | - | - | - | - | - |
| **Total Funding Sources:** | **-** | **-** | **250,000** | **2,662,620** | **-** | **-** | **-** | **-** | **-** | **2,912,620** |
| **Capital Expenditures:** | | | | | | | | | | |
| *Design* | - | - | 250,000 | - | - | - | - | - | - | 250,000 |
| *Right of Way* | - | - | - | - | - | - | - | - | - | - |
| *Construction* | - | - | - | 2,662,620 | - | - | - | - | - | 2,662,620 |
| **Total Expenditures:** | **-** | **-** | **250,000** | **2,662,620** | **-** | **-** | **-** | **-** | **-** | **2,912,620** |

# 4th Street SE Preservation - Vicinity Map

Printed Date: 12/15/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015




1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

## Six Year Transportation Improvement Plan

**ARTERIAL STREET FUND (102)**

**TIP# R-10**

Project Title: **High Friction Surface Treatment** **STIP# AUB-N/A**
Project No: **TBD**
Project Type: **Capacity, Safety**
Project Manager: **TBD** **LOS Corridor ID# N/A**

**Description:**
The project will install a high friction surface treatment (HFST) at six different curved roadway segments throughout the City. The HFST involves the application of fine/rough aggregate to the pavement using a polymer binder to increase pavement friction. The higher pavement friction helps motorists maintain better control in both dry and wet driving conditions, reducing the potential for a crash.

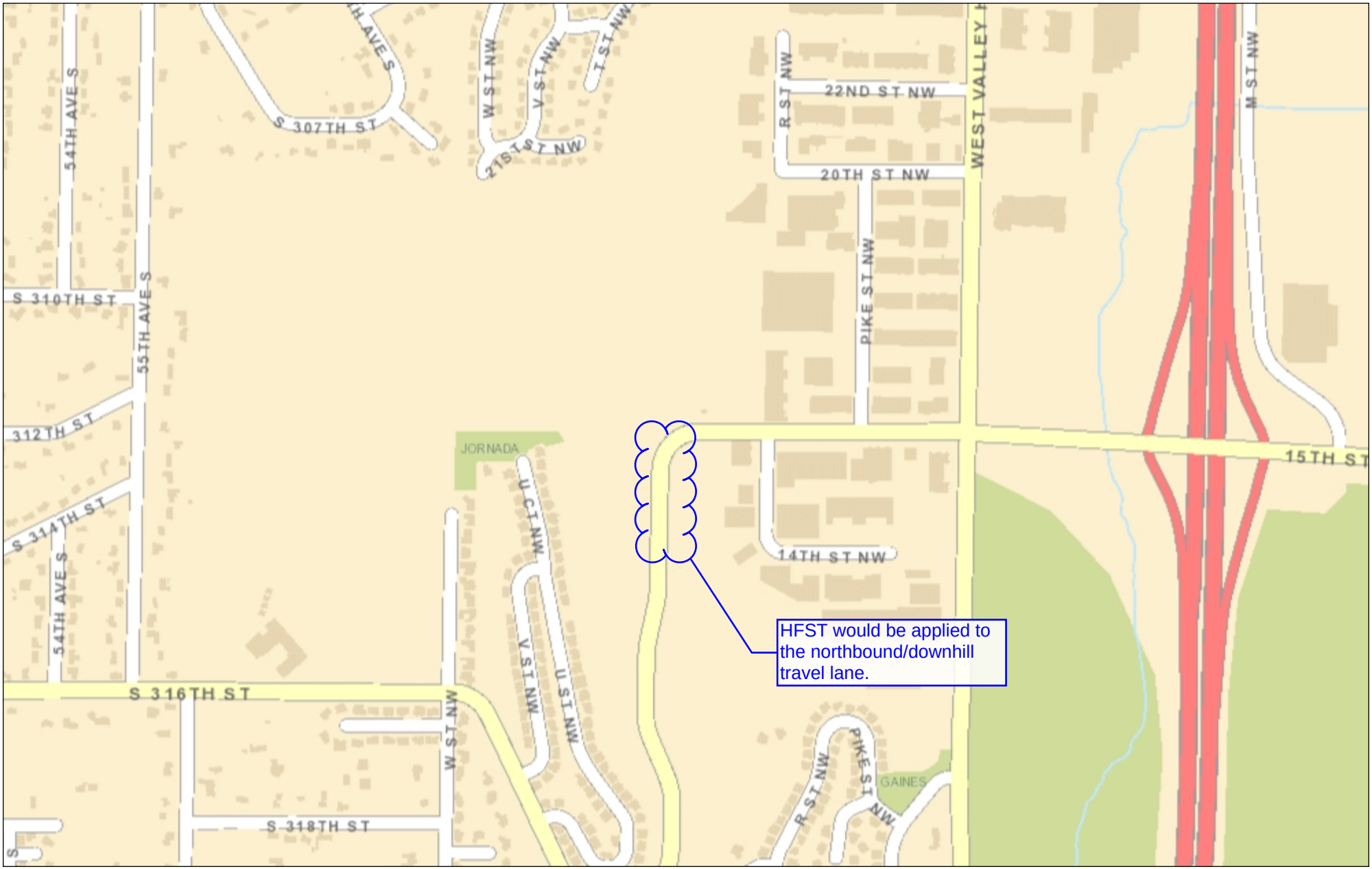
**Progress Summary:**
Grant funding was awarded by WSDOT in 2020.

**Future Impact on Operating Budget:**
This project will have no impact on the operating budget for street maintenance.

| Activity: | | 2020 YE | Budget | | | Forecast Project Cost | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Funding Sources:** | **Prior to 2020** | **Estimate** | **2021** | **2022** | **2023** | **2024** | **2025** | **2026** | **Beyond 2026** | **Total Project Cost** |
| *Unrestricted Street Revenue* | - | - | 6,000 | - | - | - | - | - | - | 6,000 |
| *Secured Grant* | - | - | 54,000 | 360,000 | - | - | - | - | - | 414,000 |
| *Traffic Impact Fees* | - | - | - | - | - | - | - | - | - | - |
| *Other* | - | - | - | - | - | - | - | - | - | - |
| **Total Funding Sources:** | **-** | **-** | **60,000** | **360,000** | **-** | **-** | **-** | **-** | **-** | **420,000** |
| **Capital Expenditures:** | | | | | | | | | | |
| *Design* | - | - | 60,000 | - | - | - | - | - | - | 60,000 |
| *Right of Way* | - | - | - | - | - | - | - | - | - | - |
| *Construction* | - | - | - | 360,000 | - | - | - | - | - | 360,000 |
| **Total Expenditures:** | **-** | **-** | **60,000** | **360,000** | **-** | **-** | **-** | **-** | **-** | **420,000** |

# HFST Location #1

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015




1,333.3 0 666.7 1,333.3 Feet

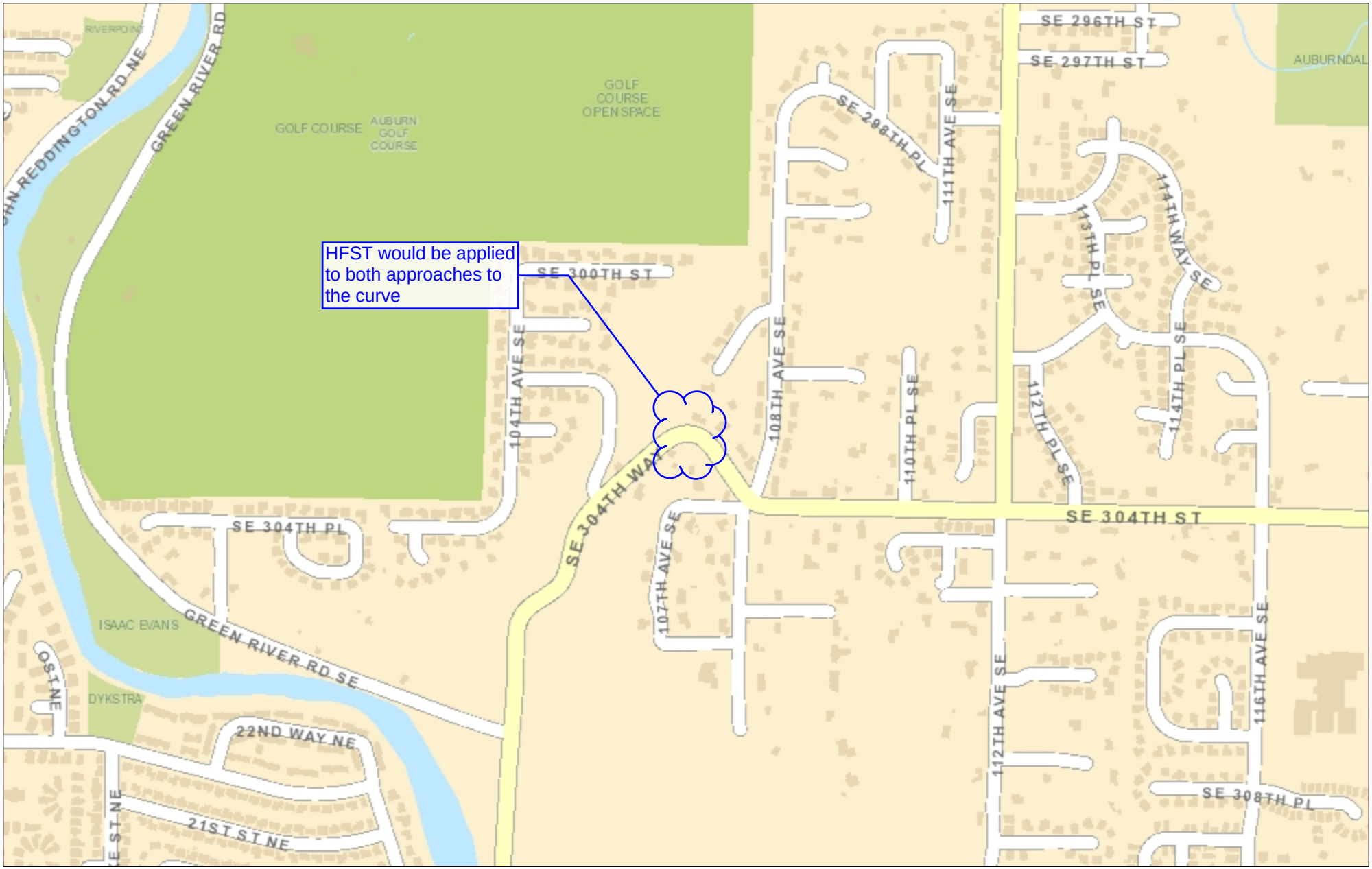
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

# HFST Location #2

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015




1,333.3 0 666.7 1,333.3 Feet

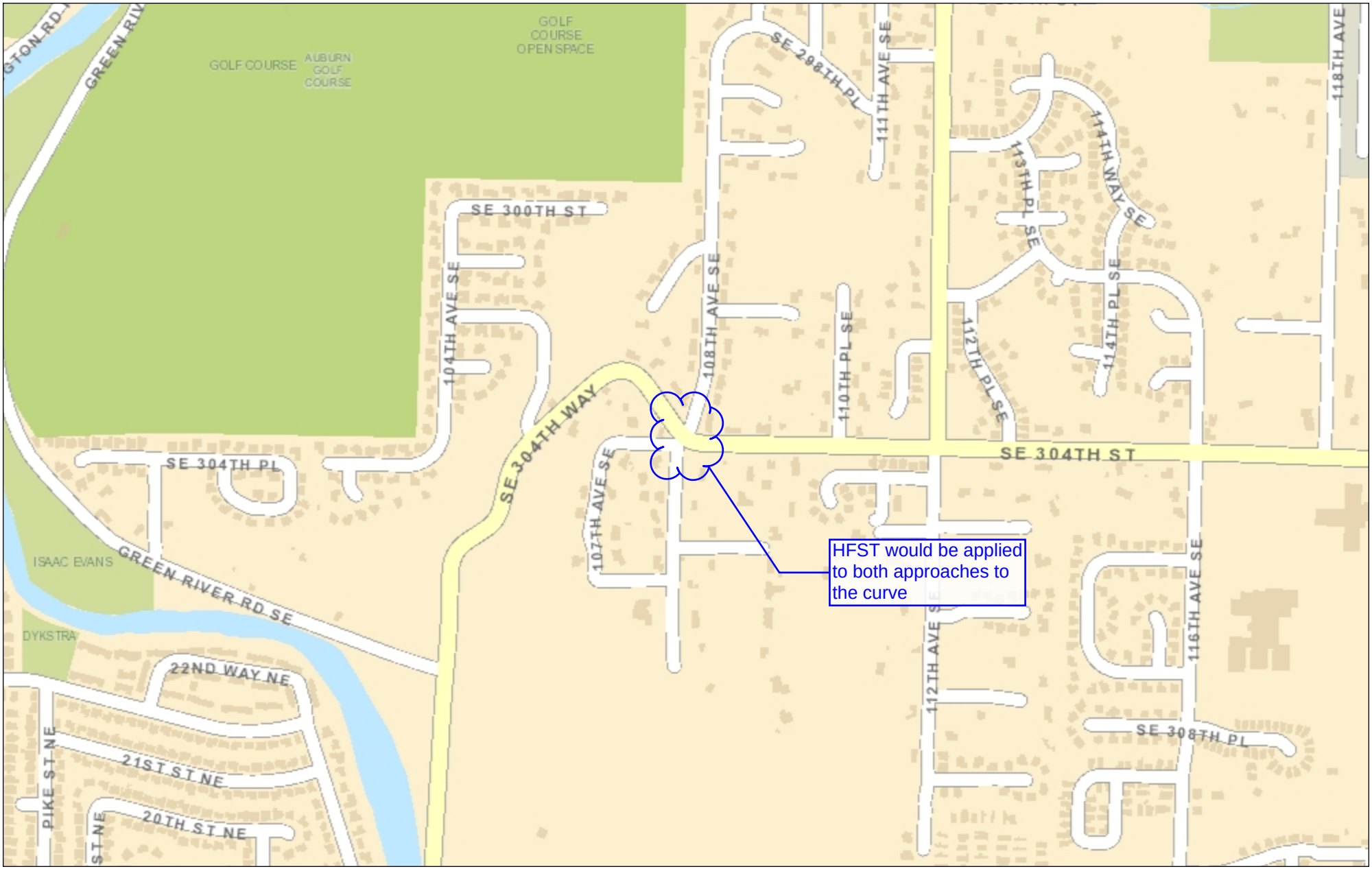
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

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# HFST Location #3

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015




1,333.3 0 666.7 1,333.3 Feet

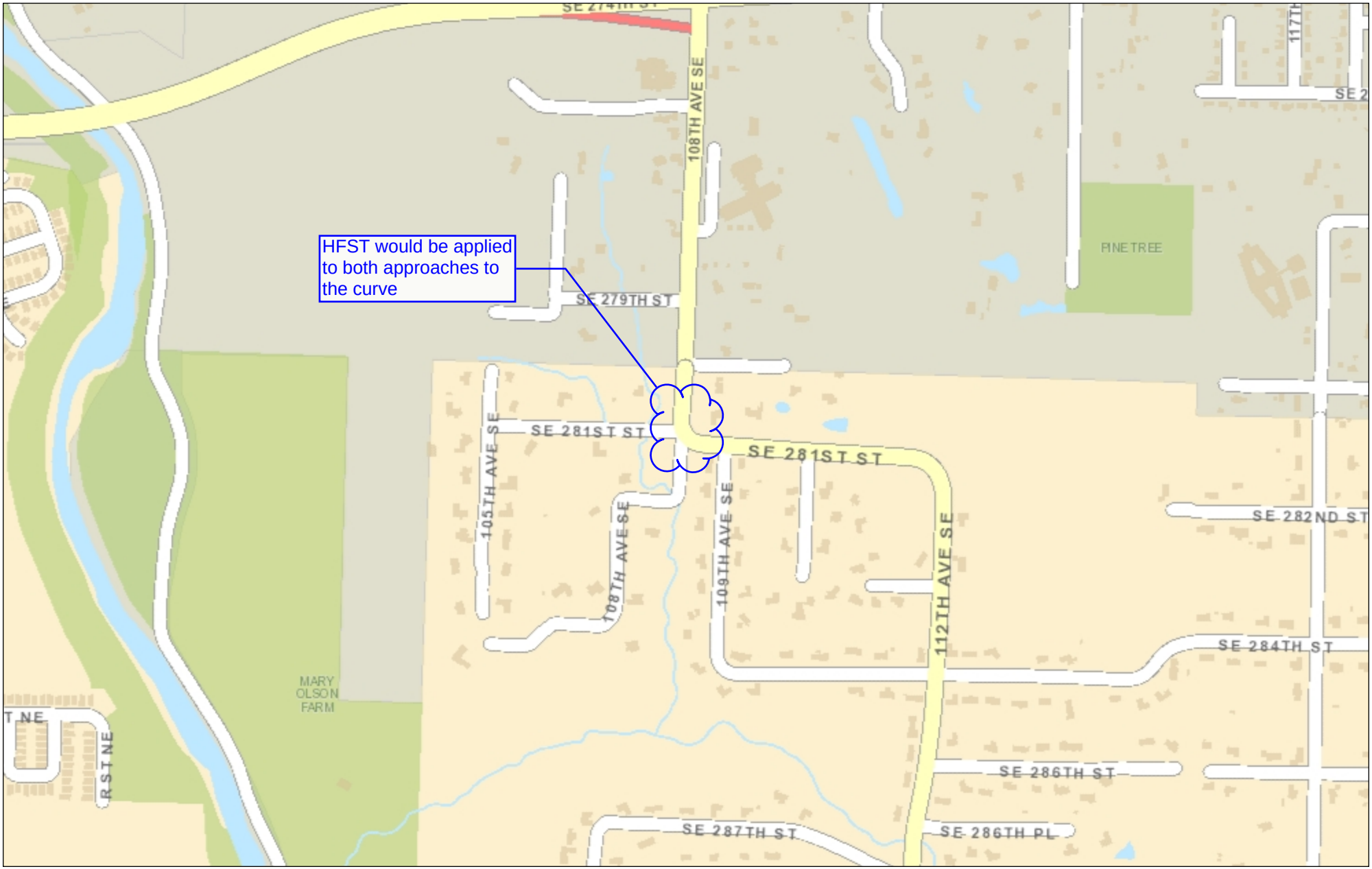
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

# HFST Location #4

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015




1,333.3 0 666.7 1,333.3 Feet

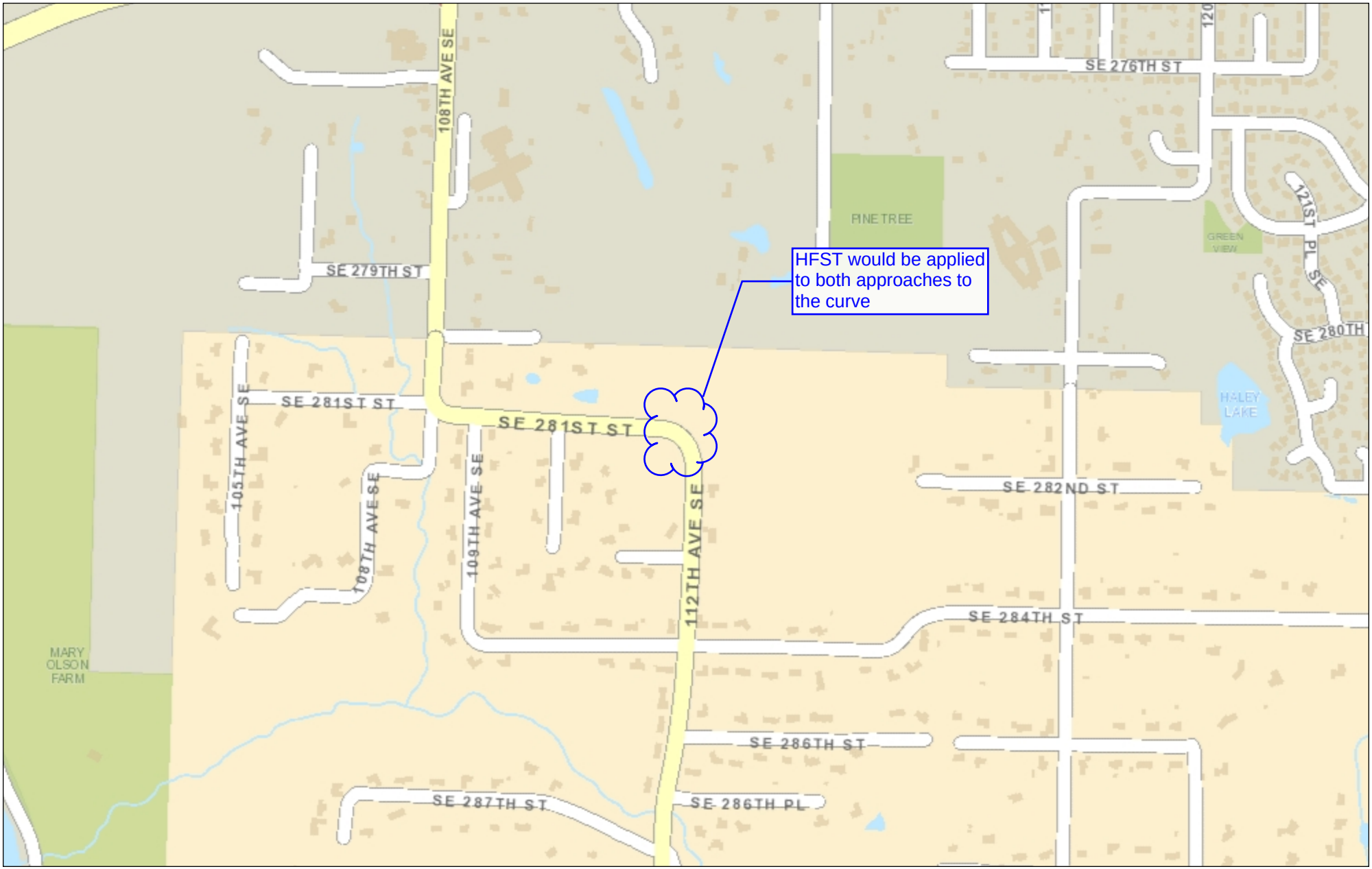
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

Information shown is for general reference purposes only and does not necessarily represent exact geographic or cartographic data as mapped. The City of Auburn makes no warranty as to its accuracy.

# HFST Location #5

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015




1,333.3 0 666.7 1,333.3 Feet

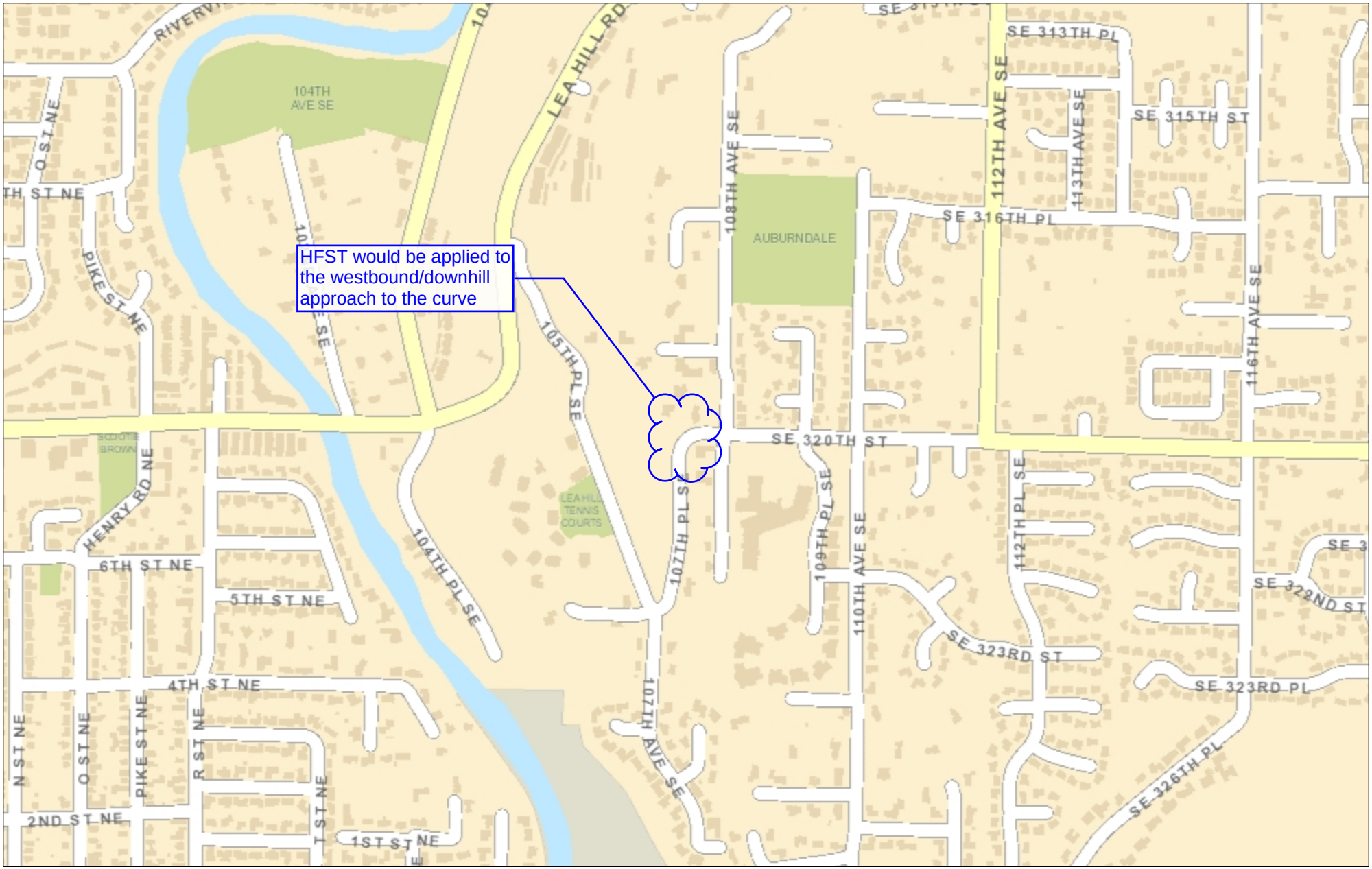
NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

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# HFST Location #6

Printed Date: 3/4/2020
Map Created by City of Auburn eGIS
Imagery Date: May 2015




1,333.3 0 666.7 1,333.3 Feet

NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

1in = 667 ft 1: 8,000

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# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Resolution No. 5573 (Thomas)(5 Minutes)

**Date:**
January 5, 2021

**Department:**
Finance

**Attachments:**
Resolution No. 5573
AFB - Day Resource Center

**Budget Impact:**

**Administrative Recommendation:**

For discussion only.

**Background Summary:**

Since mid-2018, the City of Auburn began a partnership with the Auburn Food Bank to provide daytime services (Ray of Hope) to unsheltered individuals. Since this time, the need for services to the unsheltered has continued to expand and increase significantly. Both the Auburn Food Bank and the City wishes to continue to provide daytime services to unsheltered individuals on the Valley Cities-owned properties within the City of Auburn (collectively "Valley Cities Property") through the use of a temporary modular building until the Auburn Food Bank is able to move to the Auburn Consolidated Resource Center. The resources provided will include connecting unsheltered individuals with resources to ultimately help get them into permanent housing. This contract and Resolution No. 5573 extends the City and Auburn Food Bank's agreement through December 31, 2022.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:** Thomas

**Meeting Date:** January 11, 2021

Item Number:

**RESOLUTION NO. 5573**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE AUBURN FOOD BANK'S OPERATION OF THE DAYTIME RESOURCE CENTER AND AUTHORIZING THE MAYOR TO NEGOTIATE, ADMINISTER, AND EXECUTE AN AGREEMENT WITH THE AUBURN FOOD BANK

WHEREAS, the City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and

WHEREAS, the Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and

WHEREAS, the Auburn Food Bank will provide daytime services to unsheltered individuals at the Auburn Consolidated Resource Center; and

WHEREAS, the City of Auburn will funds to the Auburn Food Bank for the operation of the daytime resource center consistent with this Agreement; and

WHEREAS, the City has determined that this Agreement provides the necessary support of the poor and infirm in the community; and

WHEREAS, the public and the City benefit from the services provided by the Auburn Food Bank.

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

**Section 1.** The Mayor is authorized to negotiate, administer, and execute an Agreement between the City of Auburn and the Auburn Food Bank, which shall be in substantial conformity with the attached "Agreement".

**Section 2.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

**Section 3.** This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

**AGREEMENT**
Between
The City of Auburn
and
The Auburn Food Bank
For Operation of the Daytime Resource Center

This Agreement ("Agreement") is entered into on this ___ day of _____, 2021, by and between the City of Auburn, a municipal corporation organized under Title 35A of the Revised Code of Washington (the "City"), and the Auburn Food Bank, a Washington public benefit corporation (the "Provider" and collectively "the Parties").

**RECITALS**:

1. The City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and

2. The Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and

3. The Auburn Food Bank will provide daytime resource services within the Auburn Resource Center Building located at 2806A Auburn Way North, Auburn, WA 98002; and

4. The Auburn Food Bank will pay the City rent for the space being occupied at 2806A Auburn Way North, Auburn, WA 98002; and

5. The City of Auburn will provide funds to the Auburn Food Bank for the operation of the daytime resource center and the Auburn Food Bank will seek additional funding sources and partnerships; and

6. The Parties expressly intend all provisions of the Agreement to apply in full force and effect for the duration of January 1, 2021 through December 31, 2022; and

7. The City has determined that this Agreement provides the necessary support of the poor and infirm in the community.

**AGREEMENT**:

In consideration of the mutual promises set out in this Agreement, the Auburn Food Bank and the City agree as follows:

1. **Term of Agreement.**
The Parties intend for the term of this Agreement to be January 1, 2021 through December 31, 2022. The term of this Agreement may be extended in writing by mutual agreement of the parties. If this Agreement expires or terminates before the Parties' entering into an Agreement for future services or extending this Agreement, the Auburn Food Bank agrees to remove all personal property promptly from the Consolidated Resource Center.

2. **Scope of Services.**
The Provider agrees to perform in a good and professional manner the tasks described in Exhibit "A." The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and the performance of, to have entered into any partnership, joint venture, or other relationship with the City.

3. **Provider Representations.**
The Auburn Food Bank represents and warrants that it has all necessary licenses and certifications to perform the services provided for in this Agreement, and is qualified to perform those services. The Auburn Food Bank is prohibited from making any program services, resources, assistance, or sheltering conditional on clients participating in any sort of religious activity. No funding provided through the City may be used to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents for the purpose of maintaining and repairing the building consistent with the lease. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents under the Auburn Consolidated Resource Center lease upon the lease effective date.

4. **City Obligations.**
The City agrees to lease the Auburn Consolidated Resource Center and to offer a lease to the Auburn Food Bank for the duration of this Agreement, provided that the Auburn Food Bank complies with all required lease conditions and the terms of this Agreement.

5. **Compensation.**
As compensation for the Provider's performance of the services provided for in this Agreement, the City will provide the Provider the fees and costs specified in Exhibit "B". This compensation shall be used for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work. Copies of original supporting documents shall be supplied to the City upon request.

   Compensation to be paid the Provider in succeeding years after the current year will be contingent upon availability of funds.

   Provider commits to obtaining additional and independent funding sources.

6. **Parties Obligations to Keep Building in Good Repair Consistent with Lease.**
In addition to the Parties' obligations as otherwise described in this Agreement and the Scope of Services, Exhibit A, the Parties agree to not use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products in the building. The Parties agree that the building will not be occupied by any person other than the Parties, their agents, employees, and invites or used for residential or dormitory purposes.

7. **Insurance.**
The Provider shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees.

**A. No Limitation**

The Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**B. Minimum Scope of Insurance**

The Provider shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Provider's profession.

**C. Minimum Amounts of Insurance**

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

**D. Other Insurance Provision**

The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**F. Verification of Coverage**

The Provider shall furnish the City 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 Agreement before commencement of the work.

**G. Notice of Cancellation**

The Provider shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**H. Failure to Maintain Insurance**

Failure on the part of the Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Provider from the City.

**I. City Full Availability of Provider Limits**

If the Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella

liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

**8. Indemnification**

Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The Parties intend for the provisions of this section to apply beginning January 1, 2020, and shall survive the expiration or termination of this Agreement.

9. **No Leasehold Interest.**

This Agreement does not convey to the Auburn Food Bank a leasehold interest.

**10. Dispute Resolution.**

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the Parties agree that, notwithstanding such dispute or conflict, the Parties will continue to make a good faith effort to continue to cooperate and continue to work toward successful completion of the services outlined in Exhibit A.

In the event that any party believes another party has breached a term of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of the request.

**11. Agreement Interpretation.**

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and are not part of this Agreement. The singular will include the plural and vice versa and masculine, feminine and neuter expressions are interchangeable. Interpretation or construction of this Agreement will not be affected by any

determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

**12. Non-Availability of Funds.**

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available.

The City makes no commitment to support the services contracted for and assumes no obligation for future support of the activity or services contracted herein expect as expressly set forth in this Agreement.

**13. Termination for Cause.**

If the City concludes that the Auburn Food Bank has failed to comply with the terms and conditions of this Agreement, or has failed to use the City funds only for those activities identified in Exhibit A, or has otherwise materially breached one or more of the covenants in this Agreement, the City may at any time, at its discretion, provide written notice to the Auburn Food Bank and terminate the Agreement. The Notice of Termination for Cause will be in writing with the reason(s) for the termination, and will specify the effective date of the termination. The Auburn Food Bank will be allowed at least five (5) calendar days to cure the reasons for termination. If the breach is not cured within five (5) days, the City may recover all prior payments to the Auburn Food Bank from the City made within 60 days of the Effective Date.

If the lease is not renewed or is revoked for any reason, this Agreement automatically terminates and the parties waive all claims, demands, suits, proceedings, losses, costs, or damages of every kind and description, including attorneys' fees and litigations expenses which may be made against or incurred by the City, caused by, arising out of, or contributed to, in whole or in part, by reason of the Agreement termination.

The City may, in its sole discretion, by written notice to the Auburn Food Bank, immediately terminate this Agreement, if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 and 42.52 RCW.

**14. Termination for Convenience.**

The City reserves the right to terminate this Agreement for the convenience of the City by delivery of a Notice of Termination with the effective date. The City may withhold all further payments to the Auburn Food Bank after the date of Notice of Termination.

**15. Prohibited Discriminatory Actions.**

The Auburn Food Bank may not, under any program or activity to which this Agreement applies, directly or through contractual or other arrangements, discriminate on the grounds of

age, color, creed, familial status, nationality, religion, race, sexual orientation, or the presence of any physical, mental, or sensory disability.

The Auburn Food Bank will comply with all applicable federal, state and local non-discrimination laws and/or policies, including, but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act.

In the event of the Auburn Food Bank's noncompliance or refusal to comply with any non-discrimination law or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Auburn Food Bank may be declared ineligible for further agreements with the City. The Auburn Food Bank is responsible for any and all costs or liability arising from any failure to so comply with applicable law.

**16. Records.**

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings, and any other materials created or otherwise prepared by the Auburn Food Bank and transmitted to the City as part of performing this Agreement will be owned by and become the property of the City.

The Auburn Food Bank agrees that it will comply with the Washington Public Records Act, if required, and shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in complying with the Washington Public Records Act.

**17. Personal Information-Notice of Security Breach.**

The Auburn Food Bank agrees to notify the City of any breach of the security of any personal information data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590. In the event of a security breach, the Auburn Food Bank is responsible for notifying individuals whose personal information may have become available to unauthorized users.

**18. Inspection & Audit.**

All compensation payments will be subject to adjustments for any amounts to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement will be subject to inspection and audit by the City for a period of three (3) years from the final payment for work performed under this Agreement.

If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) year period, all records and books of accounts pertaining to any work performed under this Agreement will be retained until all litigation, claims, disputes, or audits have been finally resolved.

**19. Limitations.**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties or as requiring the parties to expend any sum in excess of its appropriations.

**20. Force Majeure.**

No party to this Agreement will be held responsible for delay or default caused by terrorism, pandemics, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

**21. Severability.**

Each provision of this Agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

**22. Amendment, Assignment & Waiver Provisions.**

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid unless it is made in writing, signed by the party or parties to be bound, or the duly authorized representatives thereof, and specifies, with particularity, the nature and extent of such amendment, modification, or waiver.

The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement will not be taken or held to be a waiver of any succeeding breach or as a waiver of any provision.

**23. Integration & Binding Effect.**

This Agreement, together with any subsequent amendments or addendums, constitutes the entire agreement of the Parties and no other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the Parties.

This Agreement is binding on the Parties and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement.

This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with, or exist for the benefit of, any third party, including contractors, subcontractors, or their sureties.

**24. Choice of Law.**

This Agreement and the rights of the parties will be governed and interpreted in accordance with the laws of the State of Washington and venue for any action will be in King County, Washington; provided, however, that it is agreed and understood that any applicable statute

of limitation will commence no later than the substantial completion by the Provider of the services.

Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Agreement.

**25. Notices, Reports & Correspondence.**

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement.

All notices, reports, and correspondence will be sent to:

| City of Auburn | The Auburn Food Bank |
|---|---|
| Auburn City Hall | Auburn Food Bank |
| Attn: Jamie Thomas | Attn: Debbie Christian |
| 25 West Main St. | 930 18th Pl SE |
| Auburn, WA 98001-4998 | Auburn, WA 98002 |
| (253) 804-5019 | (253) 833-8925 |
| jdthomas@auburnwa.gov | Fax (253) 833-1332 |

**26. Signature Authority.**

This Agreement may be executed in counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

| **CITY OF AUBURN** | **AUBURN FOOD BANK** |
|---|---|
| _____ | By _____ |
| Nancy Backus, Mayor | Title _____ |
| | Federal Tax ID # _____ |
| _____ | Date _____ |
| Date | |

APPROVED AS TO FORM:

_____

Kendra Comeau, City Attorney

**SCOPE OF SERVICES**
**Exhibit A**

The Auburn Food Bank will provide support staff for low-barrier daytime services for unsheltered residents during the term of the Agreement. The Scope of Services includes an obligation the Auburn Food Bank to provide sufficient staff for the Ray of Hope Day Center for the purpose of assisting unsheltered residents living in the Auburn/South King County area in accessing housing and resources in accordance with the terms and conditions of this Agreement.

**Services**

The Auburn Food Bank agrees to:

- Provide adequate staffing between 7 AM and 8:30 PM, 7 days a week, to provide daytime services

**COMPENSATION**
**EXHIBIT B**

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Twenty Five Thousand Dollars ($125,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2021.

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Twenty Five Thousand Dollars ($125,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2022.

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Resolution No. 5574 (Thomas)(5 Minutes)

**Date:**
January 5, 2021

**Department:**
Finance

**Attachments:**
Resolution No. 5574
AFB Night Shelter

**Budget Impact:**

**Administrative Recommendation:**

For discussion only.

**Background Summary:**

In mid-2019 the City of Auburn expanded its partnership with the Auburn Bank and began operating a nighttime shelter (Sundown) for unsheltered individuals. Since this time, the need for services to the unsheltered has continued to expand and increase significantly. Both the Auburn Food Bank and the City wishes to continue to provide a nighttime shelter for unsheltered individuals. This shelter is currently being operated in a portion of the space on in the Auburn Consolidated Resource Center (ACRC) located at 2806A Auburn Way North. The resources provided will include a space to rest inside the ACRC along with a cot and a blanket, regardless of religious affiliation. This contract and Resolution No. 5574 extends the City and Auburn Food Bank's agreement through December 31, 2022.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:** Thomas

**Meeting Date:** January 11, 2021

Item Number:

**RESOLUTION NO. 5574**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, RELATING TO THE AUBURN FOOD BANK'S OPERATION OF THE NIGHT SHELTER AND AUTHORIZING THE MAYOR TO NEGOTIATE, ADMINISTER, AND EXECUTE AN AGREEMENT WITH THE AUBURN FOOD BANK

WHEREAS, the City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and

WHEREAS, the Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and

WHEREAS, the Auburn Food Bank operates a night shelter for individuals within the Auburn Resource Center Building located at 2806A Auburn Way North, Auburn, WA 98002; and

WHEREAS, the City of Auburn will provide funds to the Auburn Food Bank for the operation of the night shelter consistent with this Agreement; and

WHEREAS, the City has determined that this Agreement provides the necessary support of the poor and infirm in the community; and

WHEREAS, the public and the City benefit from the services provided by the Auburn Food Bank.

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

**Section 1.** The Mayor is authorized to negotiate, administer, and execute an Agreement between the City of Auburn and the Auburn Food Bank, which shall be in substantial conformity with the attached "Agreement".

**Section 2.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

**Section 3.** This Resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

**AGREEMENT**
Between
The City of Auburn
And
The Auburn Food Bank
For Operation of the Night Shelter

This Agreement is made and entered into on this ___day of _____, 2021, by and between the City of Auburn, a municipal corporation organized under Title 35A of the Revised Code of Washington (the "City"), and the Auburn Food Bank, a Washington public benefit corporation (the "Provider" and collectively "the Parties").

**RECITALS:**

1. The City of Auburn, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and

2. The Auburn Food Bank is a volunteer directed organization that provides food, referrals, resources, support, and assistance to unsheltered individuals within the City of Auburn and the surrounding community; and

3. The Auburn Food Bank operates a night shelter for individuals within the Auburn Resource Center Building located at 2806A Auburn Way North, Auburn, WA 98002; and

4. The Auburn Food Bank will pay the City rent for the space being occupied at 2806A Auburn Way North, Auburn, WA 98002; and

5. The City agrees to provide funds to the Auburn Food Bank for the operation of the night shelter and the Auburn Food Bank will seek additional funding sources and partnerships; and

6. The Parties expressly intend all provisions of the Agreement to apply in full force and effect for the duration of January 1, 2021 through December 31, 2022; and

7. The City has determined that this Agreement provides the necessary support of the poor and infirm in the community.

**AGREEMENT:**

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Term of Agreement.**
The Parties intend for the term of this Agreement to be January 1, 2021 through December 31, 2022. The term of this Agreement may be extended in writing by mutual agreement of the parties. If this Agreement expires or terminates before the Parties' entering into an Agreement for future services or extending this Agreement, the Auburn Food Bank agrees to remove all personal property promptly from the Consolidated Resource Center.

2. **Scope of Services.**
The Provider agrees to perform in a good and professional manner the tasks described in Exhibit "A." The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and the performance of, to have entered into any partnership, joint venture, or other relationship with the City.

3. **Provider Representations.**
The Auburn Food Bank represents and warrants that it has all necessary licenses and certifications to perform the services provided for in this Agreement, and is qualified to perform those services. The Auburn Food Bank is prohibited from making any program services, resources, assistance, or sheltering conditional on clients participating in any sort of religious activity. No funding provided through the City may be used to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents for the purpose of maintaining and repairing the building consistent with the lease. The Auburn Food Bank agrees to cooperate and coordinate with the City, its employees, contractors, and agents under the Auburn Consolidated Resource Center lease upon the lease effective date.

4. **Compensation.**
As compensation for the Provider's performance of the services provided for in this Agreement, the City will pay the Provider the fees and costs specified in Exhibit "B". This compensation shall be used for work performed or services rendered and for all labor, materials, supplies, equipment, overhead, profit, and incidentals necessary to complete the work. Copies of original supporting documents shall be supplied to the City upon request.

   Compensation to be paid the Provider in succeeding years after the current year will be contingent upon availability of funds.

   Provider commits to obtaining additional and independent funding sources

5. **Parties Obligations to Keep Building in Good Repair Consistent with Lease.**
In addition to the Parties' obligations as otherwise described in this Agreement and the Scope of Services, Exhibit A, the Parties agree to not use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products in the building. The Parties agree that the building will not be occupied by any person other than the Parties, their agents, employees, and invites or used for residential or dormitory purposes.

**6. Insurance.**

The Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Provider, its agents, representatives, or employees.

**A. No Limitation**

The Provider's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**B. Minimum Scope of Insurance**

The Provider shall obtain insurance of the types and coverage described below.

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Provider's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Provider's profession.

**C. Minimum Amounts of Insurance**

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

**D. Other Insurance Provision**

The Provider's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Provider's insurance and shall not contribute with it.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**F. Verification of Coverage**

The Provider shall furnish the City 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 Agreement before commencement of the work.

**G. Notice of Cancellation**

The Provider shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**H. Failure to Maintain Insurance**

Failure on the part of the Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Provider to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Provider from the City.

**I. City Full Availability of Provider Limits**

If the Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Provider.

**7. <u>Indemnification</u>**

Provider shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. The Parties intend for the provisions of this section to apply beginning January 1, 2020, and shall survive the expiration or termination of this Agreement.

8. **No Leasehold Interest.**
This Agreement does not convey to the Auburn Food Bank a leasehold interest.

9. **Dispute Resolution.**
In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the Parties agree that, notwithstanding such dispute or conflict, the Parties will continue to make a good faith effort to continue to cooperate and continue to work toward successful completion of the services outlined in Exhibit A.

In the event that any party believes another party has breached a term of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of the request.

10. **Agreement Interpretation.**
All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and are not part of this Agreement. The singular will include the plural and vice versa and masculine, feminine and neuter expressions are interchangeable. Interpretation or construction of this Agreement will not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

11. **Non-Availability of Funds.**
Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not

allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available.

The City makes no commitment to support the services contracted for and assumes no obligation for future support of the activity or services contracted herein expect as expressly set forth in this Agreement.

**12. Termination for Cause.**

If the City concludes that the Auburn Food Bank has failed to comply with the terms and conditions of this Agreement, or has failed to use the City funds only for those activities identified in Exhibit A, or has otherwise materially breached one or more of the covenants in this Agreement, the City may at any time, at its discretion, provide written notice to the Auburn Food Bank and terminate the Agreement. The Notice of Termination for Cause will be in writing with the reason(s) for the termination, and will specify the effective date of the termination. The Auburn Food Bank will be allowed at least five (5) calendar days to cure the reasons for termination. If the breach is not cured within five (5) days, the City may recover all prior payments to the Auburn Food Bank from the City made within 60 days of the Effective Date.

The City may, in its sole discretion, by written notice to the Auburn Food Bank, immediately terminate this Agreement, if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 and 42.52 RCW.

**13. Termination for Convenience.**

The City reserves the right to terminate this Agreement for the convenience of the City by delivery of a Notice of Termination with the effective date. The City may withhold all further payments to the Auburn Food Bank after the date of Notice of Termination.

**14. Prohibited Discriminatory Actions.**

The Auburn Food Bank may not, under any program or activity to which this Agreement applies, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, nationality, religion, race, sexual orientation, or the presence of any physical, mental, or sensory disability.

The Auburn Food Bank will comply with all applicable federal, state and local non-discrimination laws and/or policies, including, but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act.

In the event of the Auburn Food Bank's noncompliance or refusal to comply with any non-discrimination law or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Auburn Food Bank may be declared ineligible for further agreements with the City. The Auburn Food Bank is responsible for any and all costs or liability arising from any failure to so comply with applicable law.

**15. Records.**

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings, and any other materials created or otherwise prepared by the Auburn Food Bank and transmitted to the City as part of performing this Agreement will be owned by and become the property of the City.

The Auburn Food Bank agrees that it will comply with the Washington Public Records Act, if required, and shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in complying with the Washington Public Records Act.

**16. Personal Information-Notice of Security Breach.**

The Auburn Food Bank agrees to notify the City of any breach of the security of any personal information data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590. In the event of a security breach, the Auburn Food Bank is responsible for notifying individuals whose personal information may have become available to unauthorized users.

**17. Inspection & Audit.**

All compensation payments will be subject to adjustments for any amounts to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement will be subject to inspection and audit by the City for a period of three (3) years from the final payment for work performed under this Agreement.

If any litigation, claim, dispute, or audit is initiated before the expiration of the three (3) year period, all records and books of accounts pertaining to any work performed under this Agreement will be retained until all litigation, claims, disputes, or audits have been finally resolved.

**18. Limitations.**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties or as requiring the parties to expend any sum in excess of its appropriations.

**19. Force Majeure.**

No party to this Agreement will be held responsible for delay or default caused by terrorism, pandemics, natural disasters, riots, acts of god and/or war that is beyond the reasonable control of the parties.

**20. Severability.**

Each provision of this Agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

**21. Amendment, Assignment & Waiver Provisions.**

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid unless it is made in writing, signed by the party or parties to be bound, or the duly authorized representatives thereof, and specifies, with particularity, the nature and extent of such amendment, modification, or waiver.

The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement will not be taken or held to be a waiver of any succeeding breach or as a waiver of any provision.

**22. Integration & Binding Effect.**

This Agreement, together with any subsequent amendments or addendums, constitutes the entire agreement of the Parties and no other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the Parties.

This Agreement is binding on the Parties and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement.

This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with, or exist for the benefit of, any third party, including contractors, subcontractors, or their sureties.

**23. Choice of Law.**

This Agreement and the rights of the parties will be governed and interpreted in accordance with the laws of the State of Washington and venue for any action will be in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation will commence no later than the substantial completion by the Provider of the services.

Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Agreement.

**24. Notices, Reports & Correspondence.**

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to

a person not a party to this Agreement, to the address designated by a party to this Agreement.

All notices, reports, and correspondence will be sent to:

| City of Auburn | The Auburn Food Bank |
|---|---|
| Auburn City Hall<br>Attn: Jamie Thomas<br>25 West Main St.<br>Auburn, WA 98001-4998<br>(253) 804-5019<br>jdthomas@auburnwa.gov | Auburn Food Bank<br>Attn: Debbie Christian<br>930 18th Pl SE<br>Auburn, WA 98002<br>(253) 833-8925<br>Fax (253) 833-1332 |

**25. Signature Authority.**

This Agreement may be executed in counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

| **CITY OF AUBURN** | **AUBURN FOOD BANK** |
|---|---|
| _____ | By _____ |
| Nancy Backus, Mayor | Title _____ |
| | Federal Tax ID # _____ |
| _____ | Date _____ |
| Date | |

APPROVED AS TO FORM:

_____

Kendra Comeau, City Attorney

**SCOPE OF SERVICES**
**Exhibit A**

The Auburn Food Bank will operate a night shelter for individuals experiencing homelessness. The provision of shelter shall not be conditioned upon participation in religious activities or subject to other religious requirement, nor limited to a certain duration for each individual. The Auburn Food Bank will:

- Provide appropriate staff from 8:30 PM to 7 AM, 7 days a week, for the low-barrier overnight housing in the building located at 2802-2818 Auburn Way North in Auburn;
- Comply with applicable health codes, rules, and regulations in performing nighttime sheltering services;
- Offer 1 cot and 1 blanket to each individual at the shelter;
- Provide a weekly report to the City's Director of Administration and the City's Finance Director of:
  (1) the nightly population receiving sheltering services;
  (2) basic demographics of individuals staying at the nighttime shelter; and
  (3) a numerical count of how many persons were turned away each night due to shelter capacity.

**COMPENSATION**
**EXHIBIT B**

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Fifty Thousand Dollars ($150,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2021.

The City agrees to compensate the Auburn Food Bank in the amount of One Hundred Fifty Thousand Dollars ($150,000) for the provision of work as required in the Scope of Services, Exhibit A, and for the year of 2022.

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
Resolution No. 5580 (Hinman)(10 Minutes)

**Date:**
January 6, 2021

**Department:**
Administration

**Attachments:**
Resolution No. 5580
MD 500 Term Sheet

**Budget Impact:**
Current Budget: $0
Proposed Revision: $0
Revised Budget: $0

**Administrative Recommendation:**

City Council to approve Resolution No. 5580.

**Background Summary:**

The Auburn Airport has land available for development of aircraft hangars. The development of hangars like these being proposed by the developer will help satisfy demand for this type of product, while also bringing added revenue to the airport and a positive economic impact to the City.

**Reviewed by Council Committees:**

**Councilmember:**

**Staff:**

**Meeting Date:** January 11, 2021

Item Number:

**RESOLUTION NO. 5580**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE, ON BEHALF OF THE CITY, AN AIRPORT LAND LEASE WITH MD 500 DEVELOPMENT, LLC

WHEREAS, The Auburn Municipal Airport has land identified in its 2015 Airport Master Plan for the development of aircraft hangars; and

WHEREAS, MD 500 Development LLC has expressed interest in developing hangars on the Airport Master Plan's SE development site; and

WHEREAS, Construction of the proposed hangars would help satisfy both a local and regional demand while also bringing added revenue to the airport and a positive economic impact to the City;

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

**Section 1.** The Mayor is authorized to negotiate and execute two separate land leases (Site A and Site B) between the City of Auburn and MD 500 Development LLC, which shall be in substantial conformity with the attached "Term Sheet".

**Section 2.** The Mayor is authorized to implement those administrative procedures necessary to carry out the directives of this legislation.

**Section 3.** MD 500 Development, LLC as tenant is authorized to sublease the individual hangar units to different aeronautical users.

**Section 4.** This resolution will take effect and be in full force on passage and signatures.

Dated and Signed: _____

CITY OF AUBURN

_____
NANCY BACKUS, MAYOR

ATTEST:

_____
Shawn Campbell, MMC, City Clerk

APPROVED AS TO FORM:

_____
Kendra Comeau, City Attorney

DocuSign Envelope ID: 742AA2D2-D23F-45A1-86B4-B670A4FAEF3D



**Auburn Airport Land Lease(s) / SE Development Site**

January 5, 2021
MD 500 Development LLC as "Tenant"

**Term Sheet**

| | |
|---|---|
| **Premises:** | Site A: 34,158 +/- square feet<br>Site B: 71,800 +/- square feet<br>Together depicted in **Exhibit A**<br><br>Site A & B to each be governed by separate lease agreements |
| **Term:** | The term will run for 30 years following Lease Commencement |
| **Lease Rate:** | $0.825/sq ft./yr.<br><br>Lease payments for each site to begin upon the earlier of the City's issuance of an ACC 15.07.100 Certificate of Occupancy for that site or May 1, 2022 whichever comes first, |
| **Leasehold Tax:** | The City shall impose and collect the RCW 82.29A Leasehold Tax of 12.84% on the Tenant's taxable monthly rental payments. |
| **Lease Rate Adjustment Schedule (Post Construction)** | Adjusted annually by CPI-W August over August. Except in those years where rates are adjusted by the Fair Market Value appraisals.<br><br>Fair Market Value (FMV) adjustment January 1 of Calendar years ending in "0" & "5" with first FMV adjustment to begin January 1, 2025. FMV will be determined by an appraisal conducted by an MAI certified appraiser commissioned by and at the expense of the Landlord no more than 12 months prior to the date the new FMV rate shall take effect.<br><br>In no event shall the new rate, (as determined by either a negative CPI or the most current appraisal) be less than the then current existing rate. |
| **Improvement Type:** | Tenant will submit improvement construction plans that fully comply with City of Auburn and/or FAA standards for Airport development and hangar construction. Hangars must meet a minimum unit count, size and quality standard for the following sites: |

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| | |
|---|---|
| | **Site A**: Nested T-Hangars with a building footprint roughly 437ft in width by 60ft in depth consisting of no less than 17 individual units. Individual units will have electric doors no less than 48ft of clear width and14ft of clear height. Amenities to be included: Single power meter with sub-meter capacity for each unit, compressed air available for each unit, fully insulated walls and ceiling in each unit, a building restroom and Wi-Fi.<br><br>**Site B**: Box Hangars with a building footprint roughly 390ft in width by 62ft in depth consisting of no less than 6 individual units. Individual units will have a minimum width of 65ft with doors electric doors having no less than 59ft of clear width and no less than 16ft of clear height. Other amenities to be included in each unit include: Individually metered three-phase 208V power w/ additional upgrade capacity, individually metered water, reduced backflow prevention, fully insulated walls and ceiling, plumbing stubs for restroom (sink & latrine) and structural integrity to accommodate future mezzanines. |
| **Improvement Development Commencement & Schedule** | Improvements for both sites to be developed and constructed simultaneously under the same construction schedule. Civil development to begin no later than May 1, 2021. |
| **Ownership of Improvements** | Ownership of all site improvements shall revert to the landlord upon Lease termination or expiration. City shall have no ownership or leasehold interest in the constructed improvements contemplated in these leases unless and until a lease expires or is terminated by the Parties. |
| **Condominiumization:** | Tenant shall not condominiumize any of the Hangars without City written approval, given at the City's sole discretion. |
| **Asphalt and Pavement Maintenance** | Tenant is responsible for the Asphalt and Pavement Maintenance for the vehicle parking and apron areas located within the lease premises. |
| **Airport Design Review** | Prior to submitting construction plans to the City of Auburn for permitting, Airport and Tenant will work together to establish a legal and acceptable design for the proposed Hangars. |
| **Landlord Approval of Subtenants:** | Tenant shall submit to Landlord a request for approval of any proposed subtenant, tenant wishes to sublease a unit in Site B to. At a minimum Tenant's request for sublease consent shall include:<br>• Name of the proposed subtenant<br>• Use of the subleased space<br>• Copy of the proposed Sublease terms |

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| | |
|---|---|
| | • Subleases financial statements including: *(previous two years of tax returns & 12 months of bank statements)* |
| **Part 77 requirements** | All Hangar construction shall meet 14 C.F.R. Part 77 requirements |
| **Minimum Airport Standards & Aeronautical Uses** | This lease and any subleases will be subject to City of Auburn policies 100-80 and 100-81 (Airport Rules & Regulations), as currently written or hereafter amended.<br><br>All hangars must be used solely for aeronautical purposes per FAA policy (81 FR 38906) |
| **Auburn City Council:** | The terms contained within are subject to the ratification as may be amended of the Auburn City Council. Both parties will take reasonable steps to execute a formal lease being in substantial conformity to the agreed upon terms within 60 days of Council's approval. |

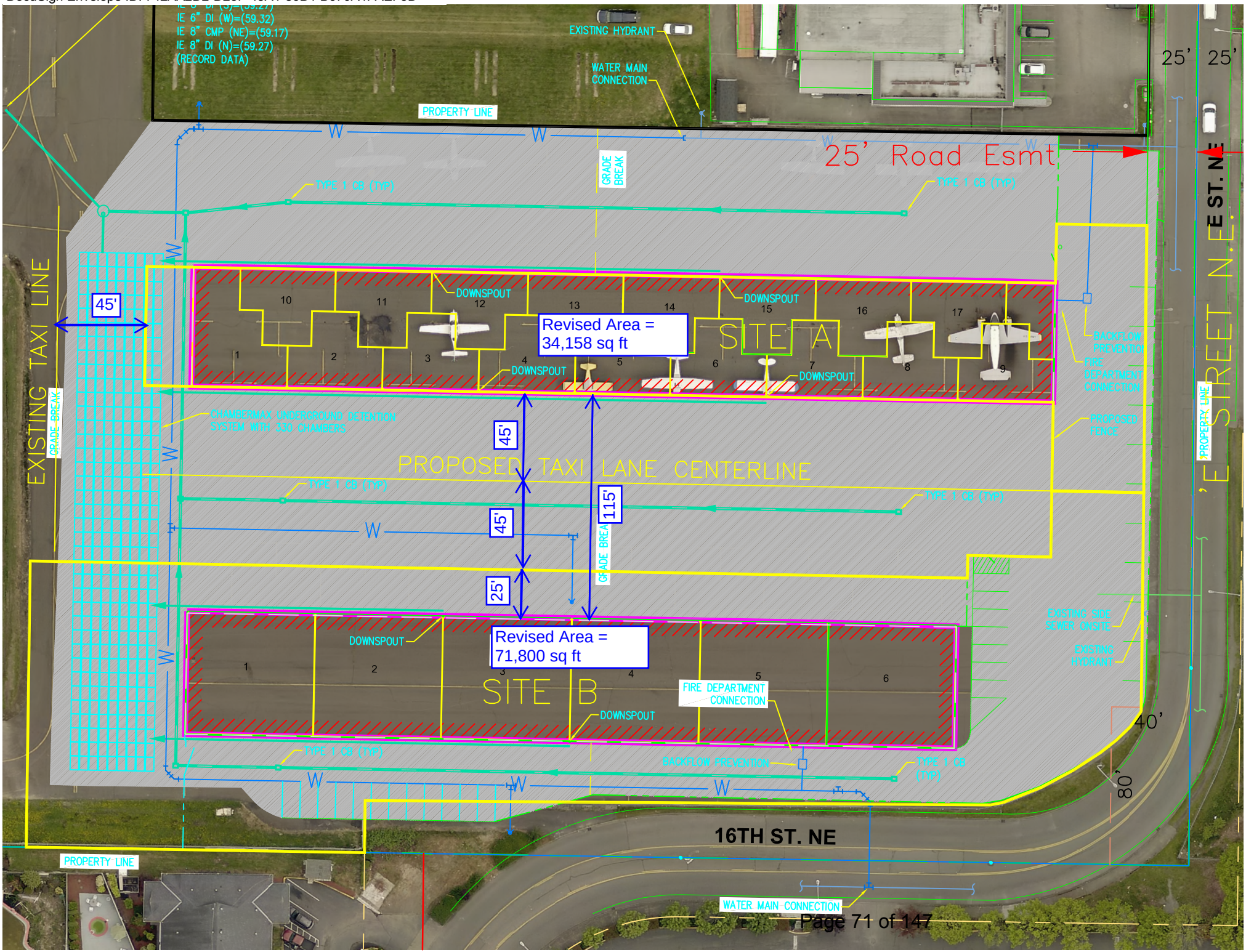
***Each party by signing below acknowledges and agrees to the terms as set forth above.***

| **Tenant** | **Landlord** |
|---|---|
| Signature: DocuSigned by: Scott Griffin D3D2DD07F1AC4DB... | Signature: _____ |
| Print Name: Scott Griffin | Print Name: _____ |
| Title: Partner | Title: _____ |
| Date: 1/5/2021 | Date: _____ |

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# Cover Sheet
# Exhibit A to the Term Sheet
# Site A & B Land Lease Depictions

*(Term Sheet between MD 500 Development LLC & City of Auburn)*


IE 6" DI (W)=(59.32)
IE 8" CMP (NE)=(59.17)
IE 8" DI (N)=(59.27)
(RECORD DATA)
EXISTING HYDRANT
WATER MAIN CONNECTION
PROPERTY LINE
25' Road Esmt
25'
25'
GRADE BREAK
TYPE 1 CB (TYP)
EXISTING TAXI LINE
45'
DOWNSPOUT
Revised Area = 34,158 sq ft
SITE A
BACKFLOW PREVENTION
FIRE DEPARTMENT CONNECTION
CHAMBERMAX UNDERGROUND DETENTION SYSTEM WITH 330 CHAMBERS
PROPOSED FENCE
PROPOSED TAXI LANE CENTERLINE
45'
45'
25'
115'
Revised Area = 71,800 sq ft
SITE B
FIRE DEPARTMENT CONNECTION
EXISTING SIDE SEWER ONSITE
EXISTING HYDRANT
40'
80'
16TH ST. NE
PROPERTY LINE
WATER MAIN CONNECTION
E ST. NE
STREET N.E.

# AGENDA BILL APPROVAL FORM

**Agenda Subject:**
King County District Court ILA (Martinson)(30 Minutes)

**Date:**
January 6, 2021

**Department:**
Human Resources

**Attachments:**
KCDC Contract - Summary
KCDC Preliminary ILA
KCDC Court Contract - Current

**Budget Impact:**
Current Budget: Dependent upon case filings, 2019 actuals: $1,684,129
Proposed Revision: Dependent upon case filings
Revised Budget: Dependent upon case filings

**Administrative Recommendation:**

Staff recommends Council authorize the Mayor to execute the continuation of the Interlocal Agreement with King County District Court for provision of Municipal Court Services.

**Background Summary:**

Since November 1, 2012, Auburn has provided for adjudication of infractions and misdemeanors committed within Auburn through an agreement with King County District Court (KCDC). KCDC provides court services for the City at the Auburn Courthouse. The current contract expires December 31, 2021.

The 12 current contracted cities have been negotiating a new contract with KCDC for the last year. The proposed Interlocal Agreement's termination date is December 31, 2034, since the termination must align with a judicial election year.

**Reviewed by Council Committees:**

Municipal Services

**Councilmember:** **Staff:** Martinson

**Meeting Date:** January 11, 2021 Item Number:

# KING COUNTY DISTRICT COURT CONTRACT

Since November 1, 2012, Auburn has provided for adjudication of infractions and misdemeanors committed within Auburn through an agreement with King County District Court (KCDC). KCDC provides court services for the City at the Auburn Courthouse. The current contract expires December 31, 2021.

The 12 current contracted cities have been negotiating a new contract with KCDC for the last year. The proposed Interlocal Agreement's termination date is December 31, 2034, since the termination must align with a judicial election year.

## BACKGROUND

### City Obligations

Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions. This includes court, jail, prosecution, and public defense services. The County provides for felony, juvenile, family, civil, and small claims cases through District or Superior Court. Cities must carry out their criminal justice responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements to provide these services.

Cities are obligated to pay for the costs of prosecution and incarceration of persons committing infractions and misdemeanors within the city. The Auburn City Attorney' Office administers prosecuting attorney services and staff. The City currently uses South Correctional Entity (SCORE) Jail.

The City is required to provide indigency screening and public defense services to individuals who are determined to be indigent or nearly indigent and unable to afford representation themselves. This representation must occur at all criminal hearings, motions, and trials. The Human Resources/Risk Management Department administers contracts for indigency screening services and public defense attorney services and staff.

### King County District Court

Of the cases filed annually with King County District Court, approximately 40% of the filings are the result of service contracts with cities. The remaining 60% of the filings are King County's exclusive responsibility. The cities that currently contract for King County District Court services are Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, and Skykomish. The District Court currently holds court and provides public access at 10 facilities located throughout King County including Auburn, Bellevue, Burien, Issaquah, King County Courthouse (Seattle), King County Jail (Seattle-jail calendars only), Redmond, Maleng Regional Justice Center (Kent), Shoreline, and Vashon Island.

**Development of Court Services Shared Cost Model**

In 2003, the King County Executive gave notice that the County would terminate the interlocal agreement for court services provided by King County District Court (KCDC) effective January 1, 2005. The King County Executive wanted to terminate the existing agreement and begin negotiations for a subsequent agreement as a way to address the Executive's belief that King County was providing a $3 million annual subsidy towards court services provided to the cities when analyzed using a full cost recovery methodology. The consensus of the contract cities at the time was to develop a number of options to compare and review before deciding how court services would be provided in the future. As a reminder, Auburn had its own municipal court at this time.

One of the options the cities pursued was continuing to work with King County for the provision of municipal court services and updating the cost model to ensure cities were paying their proportional share of court costs. King County and the cities were able to come to an agreement on a shared cost model and have operated under that model since January 1, 2007, with the most recent update to the cost model in 2017. The cost model ensures that a contract city pays for the KCDC staff and facility time that is used each time a case is filed. The cost is assigned by filing type and was based on a time study of the average clerk and judicial time used to process the case. For example, a traffic infraction case filing uses less court operations to service than a driving under the influence case filing, and the cost model took those differences into consideration when determining what each type of filing costs a city. The cost model also takes into consideration facility costs used by King County and the cities to process cases. This includes security costs for Auburn. The cost model charged the city a prorated basis of facility costs based on their percentage of case filings at that facility. The Auburn Courthouse is used by King County and Covington, so each agency pays a portion of the total facility costs.

**Current Court Usage**

The courthouse facility is staffed with 2 judges depending on caseloads.

In 2019, the last year for which we have complete records, and was not impacted by the COVID-19 pandemic, the City's caseload at Auburn District Court included:

| Type of Offense | Number of Cases | Percent of Total |
|---|---|---|
| Traffic Infractions | 4,302 | 38.49% |
| Infractions (non-traffic) | 109 | 0.98% |
| Driving Under the Influence (DUI) & Physical Control | 200 | 1.79% |
| Traffic Misdemeanors | 793 | 7.10% |
| Misdemeanors (non-traffic) | 2,075 | 18.57% |
| Parking Infractions | 3,697 | 33.08% |
| **Total Cases** | **11,176** | |

More information on the current Interlocal Agreement, which is effective January 1, 2007, through December 31, 2021, is attached.

## DISCUSSION

The third, 5-year term of the current contract ends on December 31, 2021. The contract cities who negotiated the proposed Interlocal Agreement (Attachment A) determined that each city would bring the proposed interlocal agreement before each respective City Council for discussion and possible approval approximately 12 months before the contract would begin. This is important due to the cost model implications of any city deciding not to go forward, since the cost model spreads fixed costs across the contracted cities and King County. If one or more cities were to end their participation, the fixed costs proposed to be shared by the parties would increase. Depending on which city were to end their participation, these cost increases could be significant.

### Contract Terms

Updates to the agreement terms were primarily to improve clarity or ensure the agreement conforms with current laws and the Washington Supreme Court General Rules, which outline the authority and rules of the district courts. The cost model has been updated to better reflect the intent that the parties pay only for the services, staff, and facility space used in conducting their business. A significant change in the cost model is that unused facility space (owned by the County) would be the responsibility of King County instead of all parties in a facility being charged a pro rata portion of the facility based on cases.

Significant terms of the agreement are summarized here:

**Term and Termination:** The term extensions have been aligned with the judicial election years as required by Washington State law. Termination notice has been moved to 23 months prior to an effective date of a contract extension to allow contract cities to adjust budgets and/or plan for the alternative provision of municipal court services. The first term is for five years, with the option for two 4-year automatic extensions.

**Services and Decision-making:** Defines District Court services as including all local court services imposed by Washington State statue, court rule, individual City ordinance, or other regulations. While General Rule (GR) 29 requires that ultimate decision-making authority regarding the management and administration of the District Court remain with the Presiding Judge, this section of the agreement outlines what decisions are to be made with consultation with the contract cities, as well as what decisions GR 29 does not cover, and how those decisions would be made with or by the contract cities. Issues covered in this section include, among others, case management processing and management; customer service; probation services; regular court calendars; and judicial services.

**Oversight Committees:** The agreement continues the use of the two existing oversight committees: District Court Management Review Committee (DCMRC) and Court Facility Management Review Committees (CFMRC).

*District Court Management Review Committee (DCMRC):* The DCMRC addresses system-wide issues related to the District Court Services provided in the Interlocal Agreement. The Committee will continue to 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 or designee for each Participating City. DCMRC meets quarterly and conducts a cost and fee reconciliation at least annually as part of its responsibilities.

*Court Facility Management Review Committees (CFMRC*)**:** Facility level issues related to the Agreement will continue to be addressed by the CFMRC 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 City prosecutor/attorney, City public defender, and such other representatives as the City or the District Court wishes to include. CFMRC meetings monthly unless the group agrees to cancel.

**Facilities:** The agreement covers the use of existing King County facilities (not applicable to Auburn); what to do in the event of temporary or permanent closure/relocations; what is included in annual facility charges; and capital improvement projects. Annual Facility Costs are additionally addressed in Exhibit A and Exhibit B of the agreement.

**Revenue and Filing Fees:** This section outlines how and when filing fees are established; the annual reconciliation process undertaken by DCMRC; how the City may use its local court revenue to pay for District Court Services; as well as other revenue and filing fee issues.

**One-time Costs for District Court Technology and System Improvement Projects:** One-time costs for technology and system-wide improvements, such as the recently finished Case Management System upgrade, benefit both District Court and the contract cities. There was agreement between the District Court and the contract cities that District Court should continue to innovate and improve, and that contract cities believe they should contribute towards the improvements for which they benefit. District Court will involve the contract cities in planning such improvements, which can come at the request of the contract cities. Contract cities will contribute each year to a reserve fund set up under the current agreement to cover the related one-time costs. Auburn's share of this contribution is, and will continue to be, based on Auburn's total weighted filings amongst the other cities.

**Dispute Resolution:** If an issue is unable to be resolved by the parties, this section outlines the various dispute resolution processes that may be followed, including using the DCMRC committee, non-biding mediation, or invoking the termination provision of

the Agreement. The City waves and releases any right to invoke binding arbitration related to this agreement.

## RESOURCE/FINANCIAL IMPACT

Court services provided by King County District Court are billed based on usage. The amount of court services used are impacted by City policies, type and frequency of police emphasis patrols, and types of cases filed by the City Prosecutor's Office.

## RECOMMENDATION

Staff recommends Council authorize the Mayor to execute the continuation of the Interlocal Agreement with King County District Court for provision of Municipal Court Services.

## ATTACHMENTS

Attachment A: Interlocal Agreement for Court Services effective January 1, 2022

**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 _____, 2020. County and the City may be referred to herein collectively as the "Parties" and individually as a "Party."

## RECITALS

1. On August 22, 2006, the County and the original Participating Cities entered into an Interlocal Agreement for Provision of District Court Services ("2006 Agreement"). As of January 1, 2020, Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, and Skykomish are Parties to the 2006 Agreement. The 2006 Agreement expires December 31, 2021, thereby requiring a new interlocal agreement for District Court services.

2. Under the 2006 Agreement, the County is providing the City with District Court services at the King County District Court – _____ Division, _____ Courthouse ("_____District Court") located at _____, Washington and the City is sharing in the King County District Court system costs with the other Participating Cities.

3. It is the intent of the County and the Participating Cities to establish mechanisms within this Agreement to ensure court services, case processing, and court operations are delivered as consistently as possible within each District Court, including, for the City, the _____District Court, and across the King County District Court system.

4. The County and the Participating Cities have established within this Agreement a process under which District Court services, facilities, and costs can be mutually reviewed.

5. The Parties acknowledge that they and the public they together serve have benefited from the flexible and collaborative approach to problem solving that historically has defined the relationship between the Parties and wish to memorialize and continue that approach in this Agreement.

6. The Parties' relationship has yielded many successes, including implementation of Community Court, the stabilization of the call center, and execution of the Case Management System (CMS) project.

7. The Parties understand that a successful partnership is achieved when the County and the Cities pay for the services each uses in order to have a true reconciliation of the costs to provide such services to the public.

8. The Parties embrace the value of collaboration and transparent communication to seamlessly meet the needs of our changing metropolitan region related to criminal justice services.

9. The County will continue to support a unified, County-wide District Court, utilizing existing facilities, to provide for a more equitable and cost effective system of justice for the citizens of King County. The County will continue to:

A. Ensure District 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 Participating Cities or changes in leases;
D. Work with the Participating Cities to develop a facility plan as it relates to the District Court and District Court related services.

10. In entering into this Agreement for District Court Services, the Participating Cities 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.

11. With this Agreement, the Parties intend to provide sufficient revenue to the County to allow for the continued provision of District Court services and provide 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:

## DEFINITIONS

Words and terms shall be given their ordinary and usual meanings. Where used in the Agreement and Exhibits, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neutral form of the words and terms.

**City/Participating City:** An individual city.

**Cities/Participating Cities:** The Cities that have contracted with King County for District Court services, collectively.

**Court/District Court:** The branch of government within King County tasked with providing District Court services to the County and to the Participating Cities.

**Court Facility Management Review Committee (CFMRC):** A committee that is facility-specific and includes representatives from the County as well as individual Cities served by that facility to discuss facility-level issues. A committee having a different name but serving in this capacity is considered a CFMRC.

**District Court Management Review Committee (DCMRC):** A committee that includes a representative from all of the Participating Cities to discuss system-wide issues.

**District Court System:** The King County District Court system as a whole.

**Effective Date:** January 1, 2022

**KCC**: King County Courthouse in Seattle, WA.

**MRJC**: Maleng Regional Justice Center in Kent, WA.

**Regular Calendar**: A recurring court calendar which requires the attendance of a judge, court staff, and an individual City's prosecutor, public defender, and/or police officers.

## 1.0 TERM AND TERMINATION

**1.1 Term.** This Agreement shall be effective as of January 1, 2022 and shall remain in effect for an initial term of five (5) years ending on December 31, 2026. Unless terminated or extended pursuant to Section 1.2, this Agreement shall be automatically extended on the same terms and conditions as follows:

a. For a four (4) year term thereafter commencing January 1, 2027, and expiring on December 31, 2030 (the "First Extension"); and

b. For a four (4) year term thereafter commencing January 1, 2031, and expiring on December 31, 2034 (the "Second Extension").

**1.2 Termination and Notice of Termination.** This Agreement is terminable by the County, without cause and in its sole discretion, if County provides written notice to the City(ies) it seeks to terminate. Any Participating City may individually terminate its participation in this Agreement, without cause and in its sole discretion, by providing written notice to the County. The terminating party shall provide notice (electronic notice is permitted for this notification only) to all other Participating Cities. Notice of termination shall be provided no later than the following dates:

Initial Term: By February 1, 2025 for termination effective December 31, 2026
First Extension: By February 1, 2029 for termination effective December 31, 2030
Second Extension: By February 1, 2033 for termination effective December 31, 2034

It is the County's and the Participating Cities' intent for Section 1.2 to provide as much or more notice than required by the provisions of RCW 3.50.810 and RCW 35.20.010(3)

and (4) in effect on the Effective Date of this Agreement. If the RCWs are amended to require more notice than Section 1.2 provides, such longer notice requirement shall apply.

**1.3 Extension pending conclusion of negotiations with respect to amending Agreement.** The County and the Participating Cities may agree in writing to extend any term of this Agreement upon the same terms and conditions if they are negotiating in good faith for amendments to the Agreement. The extension shall be such that expiration of the Agreement occurs not less than 18 consecutive months after the end of good faith negotiations. The end of good faith negotiations may be declared in writing by the County or any individual City. Following such declaration, there shall be a thirty (30) calendar day period in which the County or any individual City may provide written notice to the County or all of the Participating of its intent to let the Agreement expire 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 Participating Cities' cases filed by a Participating City in its assigned King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations as now existing or as hereafter amended, including but not limited to the services identified in Section 2 of this Agreement. Nothing in this Agreement shall permit the Participating Cities, collectively or individually, to regulate the administration of the Court or the selection of particular judges to hear its cases by City ordinance. District Court services may include Community Court services which shall be billed in the same manner as other cases filed by a Participating City in its assigned King County District Court.

**2.2 Decision-Making.** The County and the Participating Cities recognize that General Rule (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 County and the Participating Cities 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 Participating Cities' cases filed, or to be filed, by a Participating City in its assigned District Court, whether criminal or civil. Such services shall include but not be limited to: issuance of search and arrest warrants; interpreters for Court hearings, the conduct of motions and

other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses[1] and parties prior to a scheduled hearing; providing to a Participating City prosecutor (and contract Participating City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete Court calendars, 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 Participating City in its assigned District Court.

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 a Participating City's designated representative(s) DCMRC with sixty (60) calendar days written notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact a Participating City's operations (e.g. may require additional prosecutor or public defense services) in order to provide the Participating City with adequate time to assess the effect of proposed changes on the Participating City's operations, unless a shorter timeframe for notice is mutually agreed upon by the County and the Participating City through the CFMRC.

2.2.3 Customer Service. 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. District Court shall provide quarterly reports to the DCMRC on its public access. District Court shall work with the Participating Cities through the DCMRC to address any customer service concerns. In order to minimize workload on District Court staff, the Participating City prosecutor, City public defenders, and City paralegal staff shall have access to their assigned District Court court files through the Court's portal at no additional cost in order to most efficiently obtain necessary information.

2.2.4 Probation Services. The County shall provide probation services unless a Participating City elects to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services. A Participating City shall provide such notice at least six (6) months prior to January 1 of the year in which probation services shall be discontinued. The County shall provide a Participating City not less than twelve (12) months written notice if the County intends to terminate probation services to a Participating City. Notwithstanding this provision, the County may terminate probation services upon not less than six (6) months advance written notice to the City if (a) the County is unable to

[1] When District Court issues subpoenas for witnesses the information contained in the subpoena including addresses and names is not confidential and is part of the public record.

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 system.

2.2.5 Regular Court Calendars.

2.2.5.1 A Participating City budget for court services assumes a finite number of Regular Calendars. The Participating City's Regular Calendars shall remain scheduled as set forth on Exhibit D to this Agreement. Any Regular Calendar that is to occur on a day other than the day or days specified on Exhibit D shall require the mutual consent of the County and any Participating City that would be impacted by such change. However, a Participating City's prior consent shall not be required if a Regular Calendar is moved to the next judicial day or other day mutually agreed upon in order to make up a day which the District Court was closed due to a Court holiday, inclement weather, emergency circumstances. Prior consent shall not be required to reschedule calendars for judges to attend judicial conference if the calendars moved are those calendars that City prosecutors or public defenders do not normally attend.

2.2.5.2 The provisions of Section 2.2.5.1 regarding Regular Calendars do not apply to other judicial functions and hearings, including but not limited to, jail hearings at the King County Jail (Seattle or Regional Justice Center) or the SCORE Jail hearings or trials that cannot be set on a Participating City's Regular Calendar due to time limitations or transport issues, search warrants, infraction hearings where a Participating City prosecutor or public defender is not required to be present, or mitigation hearings.

2.2.5.3 The County and an individual Participating City are encouraged to work collaboratively to adjust the number of Regular Court Calendars by agreement at any time during the course of this Agreement as necessary for the efficient operation of the District Court. If either the County or a Participating City believes that the number of Regular Court Calendars that a Participating City has are either insufficient or too numerous, then that party shall request a meeting by March 31st of a given calendar year to confer regarding the number of Regular Court Calendars. If the County and a Participating City are unable to agree on changes by April 30th of that calendar year, the Presiding Judge, with the concurrence of the executive committee of the District Court, shall determine the number of Regular Court Calendars that the District Court believes will be sufficient to manage the Participating City's case load with consideration of the caseloads and number of hearings of comparable Participating Cities also being served by the District Court

and the County's caseload. The County shall provide notice to the Participating City of the required changes no later than May 31st of the same calendar year for implementation on January 1 of the subsequent calendar year.

2.2.6 Participating City Judicial Services. Not later than September 30, the Participating Cities[2] 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 Participating Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75 percent of the judges elected or appointed to the judicial district wherein the facility is located. Within thirty (30) calendar days of an election or notice to the applicable Participating Cities of an appointment of a new judge within the judicial district, the Participating Cities shall be entitled to recreate their pool of District Court judges ("Recreated Pool"). The Recreated Pool shall take effect within thirty (30) calendar 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 Participating Cities' pool, whether the original pool or a Recreated Pool, of judges to hear their Regular Calendars. If no pool of judges is submitted by the Participating Cities at a particular facility, the Chief Presiding Judge may assign any judge of the King County District Court system to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on a Participating 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. Each party shall notify the other party via email, telephone, or meeting (between the Cities' DCMRC representative and the Chief Presiding Judge or designee) when there will be a change or action impacting judicial assignments so the parties may discuss potential impacts prior to the change being finalized. This notice requirement does not apply to short-term judicial coverage that lasts up to one month.

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

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

2.3.1 System-wide issues related to the District Court 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

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

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 or designee for each Participating City. On or before the effective date of this Agreement, a Participating 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 a Participating City wishes to change the information provided to the Chief Presiding Judge, it shall notify the Chief Presiding Judge in writing at least seven (7) calendar days prior to the change. A Participating City may send its representative or 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 Participating Cities, the County, and the Chief Presiding Judge. Mutual agreement of the Participating Cities is defined as votes representing 65 percent of total Participating Cities' weighted case filings for the prior calendar year and 65 percent of all Participating Cities. The County, the Chief Presiding Judge, or the Participating Cities can vote at any time up to 45 calendar days after DCMRC action unless mutual agreement has been reached sooner. The Chief Presiding Judge or designee shall schedule meetings and submit proposed agendas to the representatives. Any representative may suggest additional agenda items. The Chief Presiding Judge or designee shall provide the DCMRC 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 a Participating City are adjusted to ensure that the County fully recovers its Participating City Case Costs and that the Participating 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 Participating City prosecutor/attorney, the applicable Participating City public

defender, and such other representatives as the Participating City or the District Court wishes to include. On or before the effective date of this Agreement, a Participating 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 a Participating City wishes to change the information provided to the Division Presiding Judge, it shall notify the Division Presiding Judge at least seven (7) calendar days prior to the change. A Participating 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 Participating 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 County Facilities

3.1.1 The County is committed to a unified, County-wide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline unless (1) the County obtains agreement to close a particular facility from all Participating Cities served in the facility proposed to be closed, or (2) notice has been given to terminate the Agreement by the Participating City in which the facility is located.

3.1.2 Notice of Facility Closure. If the County determines that it will close a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline and relocate District Court services within the same City, the County shall provide written notice to the Participating City(ies) served in the affected facility. Relocation of the Participating City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the Participating 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 Relocation due to Closure. If a County court facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with Participating City(ies) served in the facility to relocate affected District Court services to a different facility. A Participating City impacted by a County court facility closure may choose to relocate to an existing County court facility or move to a different County facility. If

District Court does not already provide services in the facility(ies) proposed for the displaced services, the County and the Participating Cities served in the facility to be closed shall negotiate in good faith a separate agreement. The separate agreement should include, 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 Participating City(ies) served in the facility to be closed are unable to come to mutual agreement on relocation in a time frame acceptable to the County and the impacted Participating Cities(ies), notice of termination may be given as set forth in Section 1.2 above.

3.1.4 Other County Facilities. The County also has District Court facilities at the MRJC and the KCC. Upon mutual agreement of the County and a Participating City services may be provided to a Participating City(ies) at the MRJC or KCC. In the event of a relocation of a Participating City's District Court services to the MRJC, KCC, or other County facility not included in this Agreement, the County and the Participating City will negotiate appropriate facility operating and rent costs. All other provisions of this Agreement shall continue to apply.

3.1.5 Temporary Emergency Relocations. The relocation provisions provided above in Sections 3.1.1- 3.1.3, are not intended to apply to temporary emergency relocations which may occur in the event of a facility emergency (e.g. facility flooding, loss of facility heat or water, road closures, etc.) or natural disaster (e.g. earthquake, extreme weather events, etc.). Such temporary relocations may only last until the emergency conditions are resolved if the relocation was done without the consent of the relocated Participating City(ies). Temporary relocations may only be extended beyond the resolution of the emergency conditions or made permanent by mutual consent of the County and the relocated Participating City(ies).

3.1.5.1 Costs. If District Court Services to a Participating City are temporarily relocated from one County court facility to another County court facility, including the MRJC or KCC, due to an emergency, the Participating City's facility operating and rent costs will continue as calculated for the original facility for the duration of the temporary relocation.

3.1.6 Annual Facility Charges. The AFC for existing District Court facilities in the cities of Burien, Issaquah, Redmond, and Shoreline on the Effective Date satisfies the financial obligations of the Participating Cities served by these facilities for facility operations and daily maintenance, major maintenance, and other costs necessary to maintain existing facilities.

This AFC does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle a Participating City to any funds or credit toward replacement of the existing facility. The AFC will be included as a reimbursable Participating City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a Participating 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 a Participating City shall be based on the financial terms in Exhibit B and included as a Participating City Case Cost under Exhibit A. All other terms and conditions for a Participating City dedicated space shall be covered in a separate 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, a Participating City(ies), or other tenant, shall be excluded from the total square footage. The AFC for the Burien, Issaquah, Redmond and Shoreline facilities are calculated in accordance with Exhibit B.

3.1.7 Call and Payment Center Charge. Participating Cities will pay an AFC 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 Participating 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 Relocation from a Participating City Facility**

3.2.1 City Buildings. Where District Court is providing District Court Services to a Participating City in a City-owned or operated facility and where the Participating City or the County wishes to relocate District Court Services to a different facility, the County and the affected Participating City or Participating Cities agree to work cooperatively to enter into a separate agreement to relocate to either a County facility or to another City-owned or operated facility. The agreement should include, but is not limited to the following:

(a) Identifying a facility location
(b) Cost sharing responsibilities and financial commitment
(c) Ownership interest
(d) Allocation of Implementation Responsibilities
(e) Implementation schedule
(f) Operational terms including but not limited to:
    (i) Depending on location of facility, space for a Participating City's prosecution staff
    (ii) Holding cells at facility

3.2.2 Separate Facility Agreements. The District Court will continue to operate at the Participating City's facility under the terms of a separate agreement between the County and the Participating City until the new location is agreed upon and operational, unless District Court Services are terminated pursuant to Section 1.2 of this Agreement..

3.2.3 Temporary Emergency Relocations. The provisions of Section 3.1.5 regarding temporary relocations due to emergency circumstances also apply in the case of District Court Services provided to a Participating City in a City-owned or operated facility, except Section 3.1.5.1 does not apply. If District Court Services for a Participating City must be temporarily relocated from a City-owned or operated facility to a County facility, the County and the Participating City will negotiate appropriate facility operating and rent costs and any other appropriate reimbursement of costs for the temporary relocation.

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

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

3.3.2 Dual Benefit. Capital improvement projects at a facility for space benefiting both the County and all Participating Cities served in the facility shall be presented to the affected CFMRC. The Participating Cities' contribution to the costs of the capital improvement projects shall be determined by mutual agreement of the County and the Participating Cities served in the affected facility. Absent an approved capital cost sharing agreement between the County and the Participating Cites served in the affected facility, those Participating Cities are not responsible for capital project costs.

3.3.3 City Buildings. Where the County and a Participating City have an agreement for the use of a City-owned or operated facility, cost apportionment for capital improvement projects is governed by the agreement between the County and the Participating City rather than Section 3.3.1 and 3.3.2 above.

## 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 and infraction filed with the District Court.[3] Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At or before the commencement of this Agreement, the filing fees shall be as set by the agreement of the Participating Cities.

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 a Participating City for services received under this Agreement.

**4.2 Compensation for Court Costs.** The Participating Cities agree that the County is entitled to sufficient revenue to compensate the County for all Participating City Case Costs incurred during the term of this Agreement. For purposes of this Agreement, "Participating City Case Costs" means the sum of the costs for the Participating City as determined by the County pursuant to Exhibit A (including attachments A-Q), Exhibit B, and Exhibit C.

**4.3 Annual Reconciliation.** To ensure that the revenue provided to the County is equal to the Participating City's Case Costs incurred in each year of the term of this Agreement, the County shall perform an annual reconciliation of the actual Participating City's 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 Participating Cities in the reconciliation for each Participating City's 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 2022 and each year thereafter, the County shall perform a reconciliation of its actual reported Participating City's 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 Participating City's Case Cost and included as a Participating City's 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 each Participating City a written statement as to the findings of the reconciliation.

[3] The County and the Participating Cities acknowledge that the filing fees are intended to represent an approximation of the per-case cost for each filing. The County and the Participating Cities further acknowledge that while, in a criminal case, a judge, in their discretion and in accordance with Washington law may order a defendant to pay the filing fee upon conviction (for recoupment to the applicable Participating City), however, a judge may not order an individual who has been found to have committed an infraction to pay the infraction filing fee.

**4.4 Payment for Participating City's District Court Services.** Subject to the adjustments set forth below, the County shall retain a percentage of Local Court Revenue as payment for the Participating City's District Court Services. The percentage of Local Court Revenue retained by the County shall be the percentage necessary to pay the Participating City's Case Costs. This percentage shall be based on the prior year's reconciliation. The Participating City shall receive any remaining Local Court Revenue. In order to more closely match Local Court Revenue retained by the County with Participating City Case Costs (and thus lessen the amount of any additional payment or refunds pursuant to Section 4.5), the Participating City shall adjust the percentage retained by the County after July 31 of each year, for the following twelve months, based on the reconciliations of the prior year.

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

**4.6 Filing Fees.** The County retention of Local Court Revenue and the process for reconciliation and additional payments/reimbursements is in lieu of direct Participating City payment for filing fees and it is agreed by the Participating City and County to be payment for District Court Services provided by the County to the Participating City under this Agreement.

**4.7 Local Court Revenue after Expiration or Termination.** Any Local Court Revenue received after the expiration or termination of this Agreement for cases filed during the term of this Agreement shall be distributed to the Participating City, less any costs owed to the County, unless an amendment to this Agreement is executed.

**4.8 One-Time Costs for District Court Technology and System Improvement Projects.**

4.8.1 One-Time Costs for Technology and System Improvement Projects are defined as the costs associated with the development and implementation of District Court technology and System improvement projects. The District Court shall involve the Participating Cities in its planning for technology and system improvement projects as described in Exhibit C. The Participating Cities shall contribute each year to a reserve fund to cover one-time costs for technology and system improvement projects in excess of $100,000. Exhibit C sets forth the amount of the Participating

Cities' annual contribution to the reserve for one-time costs for technology and system improvement projects. Technology and system improvement projects which in total are less than $100,000 in any year will be included as a reimbursable Participating City Case Cost under Exhibit A.

**4.9 Local Court Revenue.** Local Court Revenue includes all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket (including photo enforcement) 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, 2022. Local Court Revenue excludes:

(a) Payments to a traffic school operated by a City;
(b) Restitution or reimbursement to a City or crime victim, or other restitution as may be awarded by a judge;
(c) Assessments authorized by statute, such as Domestic Violence and Crime Victims, used to fund local programs;
(d) Probation revenues;
(e) Reimbursement for home detention and home monitoring, public defender, jail costs, on City filed cases; and
(f) Revenues from Participating City cases filed prior to January 1, 2000.

4.9.1 All revenue excluded from Local Court Revenue shall be retained by the County or the Participating City to whom such revenue is owed.

4.9.2 A Participating City will not start a traffic violations bureau during the term of this Agreement.

**4.10 Monthly Reporting and Payment to Participating City.** The County will provide to a Participating City monthly remittance reports and payment for the Participating City's share of Local Court Revenue no later than three (3) business days after the end of the normal business month. On a monthly basis, the County will provide to the Participating City reports listing Participating City cases filed and revenue received for all Participating City cases on which the Local Court Revenue is calculated.

**4.11 Payment of State Assessments.** The County will pay on behalf of a Participating City all amounts due and owing the State relating to Participating City cases filed at the District Court out of the gross Court revenues received by the District Court on those cases. The County assumes sole responsibility for making such payments to the State as agent for the Participating City in a timely and accurate basis. As full compensation for providing this service to the Participating 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 the County, a Participating City, and/or the Participating Cities. Depending on the nature of the issue, there are different dispute resolution processes, described as follows:

5.1 **Facility Dispute.** Disputes arising out of facility operation and management practices which are not resolved by the CFMRC may be referred by the County or a Participating City in writing to all representatives of the DCMRC as designated in Section 2.3. If the DCMRC is unable to reach mutual agreement within sixty (60) calendar days of referral, then the dispute may be referred by either the County or a Participating City to non-binding mediation. Any and all Participating 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 Participating 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 (2) mediators shall select a third mediator who shall mediate the dispute. Alternately, the Participating City(ies) participating in the mediation and the County may agree to select a mediator through the mediation service mutually acceptable to both the County and the Participating City(ies). The County and the Participating City(ies) 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 Participating City(ies)'s share of the mediation costs.

5.2 **System Wide Disputes.** System Wide Disputes are 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 District Court system and other Participating Cities with an agreement for District Court services. System Wide Disputes also include disputes resulting from the following events: (i) changes in state statute or regulation, state and or local court rule, Participating 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 District Court Services, or material reductions or deletions of the District Court Services included in this Agreement that occurred for a period of at least six (6) consecutive 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, state and or local court rule, or Participating City or County ordinance, which substantially alter the revenues retained or received by either the County or the Participating City related to Participating City's case filings;

> 5.2.1. System Wide Disputes may be referred in writing by the County or a Participating City to all representatives of the DCMRC as designated in Section 2.3. If the DCMRC is unable to resolve the dispute within ninety (90) calendar days of referral (or within a different amount of time by mutual agreement of the DCMRC), then the dispute may be referred by

either the County or the Participating City to non-binding mediation, conducted in the manner described in Section 5.1.

5.2.2. If a System Dispute is referred to mediation, all Participating Cities may participate in the mediation and will be bound by any agreement that comes out of mediation even if they choose not to attend. The County shall pay 50% of the mediator's costs and the Participating Cities shall pay 50% of the mediator's costs. The Cities shall contribute to their-share of mediator's costs based on the proportion of the Participating Cities weighted caseload for the prior year. By mutual agreement, the DCMRC can establish an alternative means to establish a Participating City's share of the mediator's costs.

**5.3** If a dispute is unable to be resolved, any party may invoke the termination provision of this Agreement.

## 6.0 RE-OPENER.

The County and all Participating 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.

## 7.0 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.

## 8.0 INDEMNIFICATION.

**8.1 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.

**8.2 Indemnification.**

8.2.1 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.

8.2.2 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.

**8.3 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.

## 9.0 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.

## 10.0 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.

## 11.0 PARTIAL INVALIDITY.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 6.0.

## 12.0 ASSIGNABILITY.

The rights, duties and obligations of either 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.

## 13.0 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.

## 14.0 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.

## 15.0 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.

## 16.0 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 either 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.

## 17.0 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.

## 18.0 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.

## 19.0 AMENDMENT OR WAIVER.

This Agreement may not be modified or amended except by written instrument approved 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: | Approved as to Form: |
| _____ | _____ |
| King County Deputy Prosecuting Attorney | City Attorney |

**RESOLUTION NO. 4833**

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

Agreement attached hereto as Exhibit "A" and incorporated herein by this reference.

**Section 2.** The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

**Section 3.** This resolution shall be in full force and effect upon passage and signatures hereon.

Dated and Signed this 16th day of July, 2012

CITY OF AUBURN

PETER B. LEWIS, MAYOR

ATTEST

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

**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 1st day of November, 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:

## 1.0 Term

**1.1** This Agreement shall be effective as of November 1, 2012 and shall remain in effect for an initial term ending on December 31, 2016. This Agreement shall automatically extend upon the same terms and conditions for a 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 term then running. For the initial term, notice shall be provided no later than June 30, 2015. For the five year term, notice shall be provided no later than June 30, 2020. For each of the two terms, the termination shall be effective at the end of the 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 all day Monday through Friday in one courtroom and such other days of the week as necessary in a second courtroom (not to exceed 2.5 days per week). 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

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

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

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· Director of Human Resources and Risk Management, 25 West Main St, Auburn, WA 98001

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

King County Executive

Date: 9·20·12

City of Auburn

Title: Mayor

Date: 09/06/2012

Approved as to Form:

King County Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

**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 Salaries and Benefits less Probation | 4,639,954 | 3,366,789 |
| B | Non-Facility costs/Non-CX overhead costs less probation | 548,373 | 510,289 |
| 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 Issaquah Division Facilities - Call Center/Payment Center/Civil Processing Unit | 21,488 | 16,441 |
| G | Reconciliation Costs | 401 | 500 |
| H | One-Time Electronic Court Records Technology Costs based on Useful Life | | |
| I | One-Time Costs for Technology Improvement Projects | 77,477 | 61,614 |
| | **TOTAL CITY CASE COSTS IN 2011** | 6,115,536 | 4,742,596 |
| | **TOTAL CITY REVENUE IN 2011** | $ 7,336,587 | $ 6,600,070 |
| | **Percentage of Total City Case Costs to Total City Revenue 2011** | 83.36% | 71.86% |
| | **City Dedicated Costs** | | |
| J | Dedicated City space | - | |
| | **TOTAL CITY COSTS w/ DEDICATED** | 6,115,536 | 4,742,596 |

| City | Revenue Split County/City |
|---|---|
| Beaux Arts | 100%/ 0% |
| Bellevue | 70%/30% until 7/2011 then 55%/45% |
| Burien | 50%/50% until 7/2011 then 100%/ 0% |
| Carnation | 100%/ 0% |
| Covington | 100%/ 0% |
| Duvall | 100%/ 0% |
| Kenmore | 100%/ 0% |
| Redmond | 80%/ 20% |
| Sammamish | 100%/ 0% |
| Shoreline | 100%/ 0% |
| Skykomish | 100%/ 0% |
| Woodinville | 100%/ 0% |

**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 ——→ 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 Remittance to County 2010 | County Reimbursement to City 2010 |
|---|---|---|---|---|---|---|---|---|
| Beaux Arts | $ 0 | - | 0 | - | 0 | 0.43 | $0.43 | |
| Auburn | $ 1,533,752 | | 1,533,752 | | | | | |
| Bellevue | $ 1,737,748 | | 1,737,748 | 3,535,494 | 2,245,416 | (507,667) | | $507,667 |
| Burien | $ 386,113 | | 386,113 | 352,443 | 264,877 | 121,236 | $121,236 | |
| Carnation | $ 41,475 | | 41,475 | 34,496 | 34,496 | 6,979 | $6,979 | |
| Covington | $ 257,053 | | 257,053 | 154,065 | 154,065 | 102,988 | $102,988 | |
| Duvall | $ 65,062 | - | 65,062 | 60,814 | 60,814 | 4,248 | $4,248 | |
| Kenmore | $ 249,504 | - | 249,504 | 219,078 | 219,078 | 30,426 | $30,426 | |
| Redmond | $ 886,908 | - | 886,908 | 2,194,511 | 1,791,243 | (904,335) | | $904,335 |
| Sammamish | $ 164,741 | | 164,741 | 113,057 | 113,057 | 51,684 | $51,684 | |
| Shoreline | $ 739,968 | | 739,968 | 598,873 | 598,873 | 141,095 | $141,095 | |
| Skykomish | $ - | - | - | | 0 | 0 | | - |
| Woodinville | $ 53,212 | | 53,212 | 73,757 | 73,757 | (20,544) | | $20,544 |
| Total | $6,115,536 | $0 | $6,115,536 | $7,336,587 | $5,555,675 | -$973,891 | $458,656 | $1,432,547 |

## ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT
## King County District Court
## 2011 District Court Program Budget Salaries and Benefits less Probation

| | Judges* | Clerks* | LT* | CM* | OPJ/ Central Admin | Aides* | Prob Mgmt | PO Is | Prob Support * | Total | Salary/Benefit Expenditure | % to subtotal |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| County-State Criminal | 9.13 | 17.51 | 0.41 | 2.32 | 6.66 | 0.54 | | | | 36.56 | 3,668,183 | 20.42% |
| County-State Infractions | 1.73 | 24.30 | 0.57 | 3.21 | 8.10 | 0.76 | | | | 38.66 | 2,952,665 | 16.43% |
| County-State Civil | 3.82 | 33.38 | 0.78 | 4.42 | 21.29 | 1.04 | | | | 64.73 | 5,046,098 | 28.09% |
| City Contracts | 6.10 | 32.03 | 0.75 | 4.24 | 11.07 | 1.00 | | | | 55.19 | 4,639,954 | 25.83% |
| Re Licensing Court | 0.26 | 3.42 | 0.08 | 0.45 | 1.14 | 0.11 | | | | 5.45 | 418,115 | 2.33% |
| DV Court | 1.16 | 1.84 | 0.04 | 0.24 | 0.72 | 0.06 | | | | 4.07 | 425,431 | 2.37% |
| Jail/Felony/Expedited | 2.02 | 2.72 | 0.06 | 0.36 | 0.85 | 0.08 | | | | 6.10 | 669,760 | 3.73% |
| Inquests | 0.18 | 0.18 | 0.00 | 0.02 | 0.06 | 0.01 | | | | 0.46 | 53,688 | 0.30% |
| Passports | | 0.91 | 0.02 | 0.12 | 0.22 | 0.03 | | | | 1 30 | 92,505 | 0.51% |
| **Subtotal without Probation** | 24.40 | 116.29 | 2.71 | 15.38 | 50.11 | 3.62 | | | | 212.52 | $ 17,966,399 | 100.00% |

| | | |
|---|---|---|
| **District Court Program Budget, Salaries and Benefits attributed to Contract Cities.** | **$** | **4,639,954** |
| **Multiplier (Percent of Salaries and Benefits for Contract Cities )** | | **25.83%** |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| County Probation | | 7.46 | 0.17 | 0.99 | 3.68 | 0.23 | 1.24 | 6.81 | 3.87 | 24.45 | | 2,019,317 |
| City Probation | | 4.07 | 0.09 | 0.54 | 1.91 | 0.13 | 0.58 | 3.19 | 1.81 | 12.32 | | 1,007,123 |
| DV Court Probation | | 0.68 | 0.02 | 0.09 | 0.40 | 0.02 | 0.18 | 1.00 | 0.57 | 2.96 | | 251,730 |
| **Subtotal Probation Costs** | | 12.21 | 0.29 | 1.62 | 5.99 | 0.38 | 2.00 | 11 00 | 6.25 | 39.73 | $ | **3,278,170** |
| | | | | | Probation as Percentage of Total Staff | | | | | 15.75% | | |
| Total District Court Costs | 24.40 | 128.50 | 3.00 | 17 00 | 56.10 | 4.00 | 2.00 | 11.00 | 6.25 | 252.25 | $ | **21,244,570** |

1 10 *Judges included in Central Admin
11 00 *Call Center Clerks counted in Central Admin
9.00 *Payment Center Clerks counted in Central Admin
8.00 *CPU Clerks counted in Central Admin
4.00 *CM included in Central Admin for Call Center. Payment Center & CPU
6.25 *Court Clerks counted in Prob Support

## ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT

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

| | | Probation Staff as % | | 15.75% | | |
|---|---|---|---|---|---|---|
| Dpt_DISTRICT COURT(0530) | | 2011 Total District Court | Probation where applicable | | Net less probation | Comments |
| CX FUND | | | | | | |
| 52110 | OFFICE SUPPLIES | 30,182 | | 4,754 | 25,428 | |
| avg cost per employee $17,243 * 6 staff | | 103,458 | | | 25,865 | |
| 52170 | COPY SUPPLIES | 16,430 | | 2,588 | 13,842 | |
| 52180 | OTHER MACHINE SUPPLIES | 43,086 | | 6,786 | 36,300 | |
| 52183 | OTHER MINOR FURN/SUPPLIES | 171,487 | | 27,010 | 144,478 | |
| 52280 | UNIFORMS & CLOTHING | 216 | | 34 | 182 | |
| 52212 | EDP SUPPLIES | 3,438 | | 541 | 2,896 | |
| 52215 | PUBLICATIONS-UNDER $500EA | 21,247 | | 3,346 | 17,901 | |
| 52220 | EQUIPMENT O & M ACCOUNTS | 6,977 | | 1,099 | 5,878 | |
| 52290 | MISC OPERATING SUPPLIES | 9,110 | | 1,435 | 7,675 | |
| 52291 | TELCOM SUPPLIES | 3,898 | | 614 | 3,284 | |
| 53102 | BANKING SERVICES | 39,641 | | 6,244 | 33,398 | |
| 53104 | CONSULTING SERVICES | 110,345 | | 17,379 | 92,966 | |
| 53105 | OTHER CONTRACT/PROF SRVCS | | | | | |
| | Agency Temp Employees | 3,579 | | 564 | 3,016 | Adjusted below |
| | Appriss | 3,333 | | 0 | 3,333 | |
| | DRC | 285,358 | | | 285,358 | Civil & SC related |
| | Inquest Court Reporter Fees | 17,432 | | | 17,432 | Inquest Related |
| | Misc. small amounts | 25,100 | | 3,953 | 21,147 | |
| 53106 | EDP & MICROFICHE/FILM SVC | 15,902 | | 2,505 | 13,398 | |
| 53111 | PRO TEMS | (2,487) | | | (2,487) | Included in Salary & Benefits |
| 53113A | INTERPRETATION SERVICES | 498,302 | | 78,483 | 419,818 | |
| 53114 | OTHER MISC CONTRACTS | 23,144 | | 3,645 | 19,499 | |
| 53211 | TELCOM SERV-ONGOING CHRG | 121,145 | | 19,081 | 102,065 | |
| 53212 | TELCOM SERV-ONE TIME CHRG | 10,116 | | 1,593 | 8,523 | |
| 53213 | CELL PHONE/PAGER SERVICES | 17,471 | | 2,752 | 14,719 | |
| 53220 | POSTAGE | 108,156 | | 17,035 | 91,121 | |
| 53230 | ADVERTISING | 251 | | 40 | 212 | |
| 53310 | TRAVEL & SUBSISTENCE EXP | 12,360 | | 1,947 | 10,413 | |
| 53313 | TRAVEL/MISC TRANSTN - IT | 563 | | 89 | 474 | |
| 53318 | PRIVATE AUTO MILEAGE | 7,057 | | 1,112 | 5,946 | |
| 53390 | MISC TRANSPORTATION COSTS | 1 160 | | 183 | 977 | |
| 53630 | REPAIR/MAINT-EQUIPMENT | 2,388 | | 376 | 2,012 | |
| 53634 | REPAIR/MAINT-IT EQUIPMENT | 62,824 | | 9,895 | 52,929 | |
| 53640 | LAUNDRY SERVICE | 379 | | 60 | 319 | |
| 53690 | REPAIR/MAINT-OTHER | 529 | | 83 | 446 | |
| 53770 | RENT-COPY MACHINE | 112,056 | | 17,649 | 94,407 | |
| 53790 | RENT-OTHER EQUIP & MACH | 668 | | 105 | 563 | |
| 53803 | MEMBERSHIPS | 21,515 | | 3,389 | 18,126 | |
| 53805 | SPECIAL INVESTIGATIONS (OPD) | 36,511 | | 5,750 | 30,760 | |
| 53806 | PRINTING & BINDING | 47,759 | | 7,522 | 40,237 | |
| 53810 | TRAINING | 11,745 | | 1,850 | 9,895 | |
| 53821 | JURY FEES & MILEAGE | 153,192 | | - | 153,192 | Adjusted below |
| 53822 | OTHER JURY EXPENSE | 1,248 | | - | 1,248 | |
| 53826 | WITNESS EXPENSE | 20,243 | | | 20,243 | |
| 53840 | CASH SHORTAGE | 50 | | 8 | 42 | |
| 53890 | MISC SERVICES & CHARGES | 6,713 | | 1,057 | 5,656 | |
| 55010 | MOTOR POOL ER/R SERVICE | 5,070 | | 799 | 4,271 | |
| 55020 | OIRM REBATE | (24,617) | | (3,877) | (20,740) | |
| 55021 | ITS - O&M CHARGES | 116,888 | | 18,410 | 98,478 | |
| 55025 | ITS - INFRASTRUCTURE | 261,317 | | 41,158 | 220,159 | |
| 55026 | GIS O&M | 1 | | 0 | 1 | |
| 55027 | TECH SERVICE REBATE | (23,918) | | (3,767) | (20,151) | |
| 55028 | INFO RESOURCE MGMT | 68,580 | | 10,801 | 57,779 | |
| 55029 | TELCOM REBATE | (27,358) | | (4,309) | (23,049) | |
| 55032 | TELCOM OVERHEAD | 59,245 | | 9,331 | 49,914 | |
| 55040 | COUNTY PARKING GARAGE | 7,153 | | 1,127 | 6,026 | |
| 55045 | COURTHOUSE SCREENERS | 1,493,948 | | 235,299 | 1,258,649 | Adjusted below |
| 55145 | FACILITIES MANAGEMENT | 402,129 | | 63,336 | 338,793 | |

| Misc. Small Amounts | |
|---|---|
| Appriss | 3,333 |
| DRC | 285,358 |
| Inquest Court Reporter Fees | 17,432 |
| Misc. small amounts | 25,100 |
| Total | 331,223 |

| Dpt_DISTRICT COURT(0530) | 2011 Total District Court | Probation where applicable | Net less probation | Comments |
|---|---|---|---|---|
| 55160 CONST & FACLTY MGMT | 1,425,595 | 224,533 | 1,201,062 | Adjusted below |
| 55161 FMD TENANT REBATE | (156,771) | (24,692) | (132,079) | Adjusted below |
| 55245 FINANCIAL MGMT SVCS S/S | 151,952 | 23,933 | 128,019 | |
| 55249 FMD STRATEGIC INITIATVFEE | 8,267 | 1,302 | 6,965 | Adjusted below |
| 55252 INSURANCE S/S | 323,652 | 323,652 | - | Probation related |
| 55255 FINANCIAL MGMT SRVCS REBATE | 5,096 | 803 | 4,293 | |
| 55349 EDP EQUIPMENT & SOFTWARE | 50,512 | 7,956 | 42,556 | |
| 55350 RADIO ACCESS | 1,695 | 267 | 1,428 | |
| 55351 RADIO MAINTENANCE | 706 | 111 | 595 | |
| 55352 RADIO SERVICES | 174 | 27 | 146 | |
| 55353 RADIO EQUIP RESERVES | 599 | 94 | 504 | |
| Expenditures | 6,335,191 | 1,178,847 | 5,156,344 | |
| Total District Court | 6,335,191 | 1,178,847 | 5,156,344 | |
| 53105 OTHER CONTRACT/PROF SRVCS | | | | |
| AGENCY TEMP WORKERS | 3,579 | | 3,579 | |
| INQUEST COURT REPORTER | 17,432 | | 17,432 | |
| DISPUTE RESOLUTION | 285,358 | | 285,358 | |
| 53111 PRO TEMS | (2,487) | | (2,487) | |
| 55045 COURTHOUSE SCREENERS | 1,493,948 | 235,299 | 1,258,649 | |
| 55249 FMD STRATEGIC INITIATVFEE | 8,267 | 1,302 | 6,965 | |
| 53821 JURY FEES & MILEAGE | 153,192 | | 153,192 | See insert below |
| 55145 FACILITIES MGMT | 402,129 | 63,336 | 338,793 | |
| 55160 CONST & FACLTY MGMT | 1,425,595 | 224,533 | 1,201,062 | |
| 55161 FMD TENATE REBATE | (156,771) | (24,692) | (132,079) | |
| Total Removed Accounts | 3,630,243 | 499,778 | 3,130,464 | |
| Subtotal to Apply Multiplier to: | 2,704,949 | 679,069 | 2,025,880 | |
| Multiplier (from Program Budget Salaries/Benefits, see Tab A) | | | 25.83% | |
| "TOTAL CITY CASE COSTS" | | | 548,373 | |
| City Jury Costs Owed | | | 25,175 | |

| City Jury Cost Calculation | | | |
|---|---|---|---|
| Juries Set | | % of Total Juries Set | 2011 Total Jury Costs |
| State/County | | | |
| Criminal | 1,350 | 78.67% | 120,518 |
| City | 282 | 16.43% | 25,175 |
| State/County Civil | 84 | 4.90% | 7,499 |
| | 1,716 | 100.00% | 153,192 |
| | | Paid by Cities | 0 |
| | | Owed by Cities | 25,175 |

**Methodology/Definitions/Notes:**

1. Annual Total District Court Expenditures means the Final Year End Actual District Court Expenditures as set forth in the County's Accounting, Reporting and Management System ("ARMS") (when "closed" by the King County Department of Executive Service – Finance) and includes at a minimum all accounts codes 52xxx, 53xxx, 54xxx, 55xxx, 56xxx, 57xxx, 58xxx, 59xxx.
2. Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation includes Annual Total District Court Expenditures less actual expenditures for probation, less account 55160 (facilities/construction), and less 55331 (long term leases). The City Case Cost is calculated by applying the Multiplier from Attachment A to the Non-Salaries/Benefits, Non-Facilities, & Non-CX Overhead Costs Less Probation.
3. One-Time Costs for Technology Improvement Projects totaling under $100,000 may be included in some of the above accounts (e.g., 53105, 55021, 55025, 56740, and 56741) per Section 4.8 of the Agreement.

## ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

### Current Expense Overhead

District Court CX Overhead by Category — Less Probation 15.75%

| | 2010 CX Overhead amounts incurred by the CX fund on behalf of District Court | District Court Percentage less Probation | District Court Costs | Under Sheriff Contracts | Sheriff contract Allocation | % Allocation | City Case Costs |
|---|---|---|---|---|---|---|---|
| General Government | $ 333,266 | 84.25% | $ 280,776 | $ - | | | |
| Personnel Services | $ 143,638 | 84.25% | $ 121,015 | $ 121,015 | III. Current Expense Overhead | 25.83% | $ 31,252.96 |
| Bus Pass Subsidy | $ 110,041 | 84.25% | $ 92,709 | $ - | | | |
| Ombudsman | $ 1,138 | 84.25% | $ 959 | $ - | | | |
| Fixed Assets Mgmt | $ 779 | 84.25% | $ 656 | $ 656 | III. Current Expense Overhead | 25.83% | $ 169.50 |
| Countywide Mail Service | $ 10,204 | 84.25% | $ 8,597 | $ - | | | |
| State Auditor | $ 9,726 | 84.25% | $ 8,194 | $ - | | | |
| Budget Service/Strategic Planning | $ 102,895 | 84.25% | $ 86,689 | $ - | | | |
| Building Occupancy | $ 255,544 | 100% | $ 255,544 | $ 255,544 | IV Facilities Operating & Rent | *Attachment D* | |
| Records Management | $ 20,781 | 84.25% | $ 17,508 | $ - | | | |
| PAO | $ 76,615 | 84.25% | $ 64,548 | $ - | | | |
| Overhead to District Court: | $ 1,064,627 | | | $ 377,215 | | | $ 31,422 |

**Methodology/Definitions/Notes:**

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

## ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

### District Court Facilities - Operating and Rent

| Year | 2011 |
|---|---|

| Facility | Sq Footage by facility | Dedicated County/Other Space | Dedicated City Space | Shared Space | Total square foot charge | Total facility operating and rent costs | Average of Clerical Need Percent and the Judicial Need Percent by Facility: | City Case Costs |
|---|---|---|---|---|---|---|---|---|
| Bellevue | - | | | - | | - | 71% | - |
| Burien | 11,583 | 757 | | 10,826 | $ 23.77 | 257,363 | 10% | 26,904 |
| Issaquah | 15,017 | 2,961 | | 12,056 | $ 30 13 | 363,247 | 8% | 27,568 |
| Redmond | 11,656 | 1,020 | | 10,636 | $ 23.77 | 252,846 | 29% | 72,375 |
| Shoreline | 11,523 | 653 | - | 10,870 | $ 23.77 | 258,409 | 49% | 126,135 |
| Auburn City Hall | | | | | | | 100% | |
| Renton | 9,492 | 981 | | 8,511 | $ 23.77 | 202,329 | 9% | 18,308 |
| Total | 59,271 | 6,372 | - | 52,899 | | 1,334,196 | | 271,291 |

**Calculation of Multiplier by Facility:**

| | Clerical Need Percentage | | | Judicial Need Percentage | | | |
|---|---|---|---|---|---|---|---|
| | A | B | C = B/A | D | E | F = E/D | G = (C+F)/2 |
| | Total Clerical Need per Facility | Total Contract City Clerical Need | Percent of Clerical Need for Contract Cities | Total Judicial Need per Facility | Total Contract City Judicial Need | Percent of Judicial Need for Contract Cities | Average of Clerical Need Percent and the Judicial Need Percent by Facility |
| Bellevue | 14.00 | 10.87 | 78% | 2.60 | 1.65 | 63% | 71% |
| Burien | 20.00 | 2.30 | 12% | 4.00 | 0.38 | 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% | 49% |
| Auburn City Hall | 10.00 | 9.15 | 91% | 1.50 | 1.50 | 100% | 96% |
| Renton | 15.00 | 1.50 | 10% | 3.00 | 0.24 | 8% | 9% |

**Methodology/Definitions/Notes:**

1 The rate for each year is calculated in the attachment (tab) "Facility Rates." Changing the year at the top of this sheet will update the facility rate.

2. Refer to Exhibits B and C for the overall methodology Refer to the tab Facility Rates for the calculation of the Total Square Foot Charge. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the multiplier by facility and the total facility operating and rent costs by facility

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

4. Areas highlighted in yellow will change once the actual rate is determined in 2008, according to Exhibits B and C.

5. Dedicated city space is detailed in Attachment J and linked to this sheet.

6. The Redmond and Shoreline facilities each have a courtroom that was empty and unused prior to and on the commencement date of the Agreement. The usable space for these courtrooms is included in the "Dedicated County/Other Space" column so that it can be deducted from shared space. At the point either of these courtrooms are activated, the associated space will be included in the shared space. All space that becomes empty or unused after the commencement date of the Agreement will be included in the shared space unless provided otherwise in Sections 3.1.6 or 3.1 7

## ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

Revised September 2010

### Security Costs per Facility

| Facility | Total Sheriff Security Costs per Facility | Average of Judicial percentage and clerical percentage per Facility | City Case Costs per Facility |
|---|---|---|---|
| Bellevue | 193,908 | 71% | 136,782 |
| Burien | 193,908 | 10% | 20,271 |
| Issaquah | 193,908 | 8% | 14,716 |
| Redmond | 193,908 | 29% | 55,505 |
| Auburn | 193,908 | 96% | 185,657 |
| Shoreline | 193,908 | 49% | 94,651 |
| Renton | 193,908 | 9% | 17,546 |
| | | | 525,128 |

| Total Security Costs per Facility | Cost per FTE | # of FTEs |
|---|---|---|
| Security screener includes OT | $ 64,572 | 1.00 |
| Deputy/Marshal includes OT | $ 121,180 | 1.33 |
| Sergeant includes OT | $ 8,156 | 0.05 |
| | $ 193,908 | |

**Calculation of Multiplier by Facility:**

| | Clerical Need Percentage | | | Judicial Need Percentage | | | |
|---|---|---|---|---|---|---|---|
| | A | B | C = B/A | D | E | F = E/D | G = (C+F)/2 |
| | Total Clerical Need per Facility | Total Contract City Clerical Need | Percent of Clerical Need for Contract Cities | Total Judicial Need per Facility | Total Contract City Judicial Need | Percent of Judicial Need for Contract Cities | Average of Clerical Need Percent and the Judicial Need Percent by Facility |
| Bellevue | 14.00 | 10.87 | 78% | 2.60 | 1.65 | 63% | 71% |
| Burien | 20.00 | 2.30 | 12% | 4.00 | 0.38 | 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% | 49% |
| Auburn | 10.00 | 9.15 | 91% | 1.50 | 1.50 | 100% | 96% |
| Renton | 15.00 | 1.50 | 10% | 3.00 | 0.24 | 8% | 9% |

**Methodology/Definitions/Notes:**

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

2. The Sheriff's Office will convert six Deputies who have provided security at the District Court courthouses with eight Marshals beginning in September 2010. The entire conversion will be phased in. It is anticipated that increasing the number of Marshals dedicated to District Court courthouses will provide relief for vacation, sick leave, required training, and to minimize 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 marshals and screeners the position supervises. FTE costs include salary benefits, and overtime.

## ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

### Facilities - Call Center/Payment Center/Civil Processing Unit

| Year | 2011 |
|---|---|

| Facility | Sq Footage by facility | Shared Space | Total per foot cost | Multiplier | City Case Costs |
|---|---|---|---|---|---|
| Call Center | 2,459 | 2,459 | $ 23.77 | 25.83% | 15,097 |
| Civil Processing Unit (CPU) | 973 | - | $ 23.77 | 0.00% | - |
| Payment Center | 1,041 | 1,041 | $ 23.77 | 25.83% | 6,391 |
| Total Costs | | | | | 21,488 |

**Methodology/Definitions/Notes**

1. The "Total per foot cost" rate for each year is calculated in the attachment "Facility Rates" pursuant to Exhibit B Changing the year at the top of this sheet will update the facility rate
2. CPU completes no city work only county work therefore, multiplier zero.
3. The Payment Center & CPU share a lunchroom and manager offices. These spaces have been split between these units.

## ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

### Reconciliation Costs

| | |
|---|---|
| **Total Costs for Reconciliation** | **$401** |

**Calculation of Reconciliation Costs**

| Staff person name | KCDC Director | Budget Manager/City Contracts | PSB Budget Analyst | Total | |
|---|---|---|---|---|---|
| Hours spent on Reconciliation | 0.50 | 8 | 1 | | 9 5 |
| Cost per hour (include Salary and Benefits) | $ 58.66 | $ 40.16 | $ 50 32 | | |
| Total Costs for reconciliation | **$29** | **$321** | **$50** | | **$401** |

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 "H" - TO THE FINANCIAL EXHIBIT

### One-Time Electronic Court Records Technology Costs based on Useful Life

| | | | |
|---|---|---|---|
| **Calculation of Electronic Court Records** | | | |
| Total Electronic Court Records Costs* | $ | 1,380,922 | |
| Divided by Useful Life | | 5 | years 2005 - 2009 |
| Total Costs per year | $ | 276,184 | |
| Multiplier | | **25.83%** | |
| | | | |
| **Final City One-Time Technology Costs** | | - | |

Background Information on Actual Costs for Electronic Court Records

| | |
|---|---|
| **By Account Code Detail** | |
| Software & Licenses | 292,483 |
| Contract Services | 825,577 |
| Capital | 262,862 |
| **Total Costs** | 1,380,922 |

**Methodology/Definitions/Notes:**

1 Per section 4.8.2 of the contract, "The Cities' share of the payment to implement ECR shall be no more than $56,745 for each year of this contract or any successor contract, up to a maximum of five years." The five years will be completed in 2009.

ATTACHMENT "I" - TO THE FINANCIAL EXHIBIT

## One-Time Costs for Technology Improvement Projects

| | City Contribution | | |
|---|---|---|---|
| | Threshold | 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 | | |

| | | Reserve | | |
|---|---|---|---|---|
| Beginning Balance | Expenditures | Interest Earnings | Ending Balance | Reserve Cap* |
| 0 | 0 | 0 | 18,143 | 900,000 |
| 18,143 | 0 | 121 | 18,264 | 918,000 |
| 36,982 | 0 | 306 | 37,288 | 936,360 |
| 58,307 | 0 | 335 | 58,642 | 955,087 |
| 120,256 | 0 | 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.

## ATTACHMENT "J" - TO THE FINANCIAL EXHIBIT

### Dedicated City space

| | Dedicated City Space | Total square foot charge | City cost for dedicated city space | Description |
|---|---|---|---|---|
| Beaux Arts | | | - | |
| Bellevue | | | - | |
| Burien | | | - | |
| Carnation | | | - | |
| Covington | | | - | |
| Duvall | | | - | |
| Kenmore | | | - | |
| Redmond | | | - | |
| Sammamish | | | - | |
| Shoreline | - | | - | |
| Skykomish | | | - | |
| Woodinville | | | - | |
| Total | - | | - | |

**Methodology/Definitions/Notes:**

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

## Summary of All City Case Costs

This attachment (and NonFacility City Case Costs and Facility City Case Costs) divide the overall City Case Costs as determined in Exhibit A to individual cities based on the same method currently used to allocate costs
Those costs which are mainly salaries and benefits and are non-facility based, Attachments A, B, C, F, G, H and I are allocated based on each cities percentage of all cities' clerical weights.
Those costs which are facility based, Attachments D and E are allocated based on the average of city case filings percentage and city judicial weights percentage per facility.
The tables below describe how this method allocates these costs across each city

**Summary of City Case Costs**

| Total Costs per Summary Exhibit A | | | Method for Allocation | |
|---|---|---|---|---|
| | | | Non-Facility Costs | Facility Costs % Clerical Need/Judicial Weights |
| Attachment | Item | City Case Costs 2011 | Clerical Weights | |
| | 2011 District Court Program Budget | | | |
| A | Salaries and Benefits less Probation | 4,639,954 | $ 4,639,954 | |
| | Non-Facility costs/Non-CX overhead | | | |
| B | costs less probation | 548,373 | $ 548,373 | |
| C | Current Expense Overhead | 31,422 | $ 31,422 | |
| | District Court Facilities - Operating and | | | |
| D | Rent | 271,291 | | $ 271,291 |
| E | Security Costs per Facility | 525,128 | | $ 525,128 |
| | Facilities - Call Center/Payment | | | |
| F | Center/Civil Processing Unit | 21,488 | $ 21,488 | |
| G | Reconciliation Costs | 401 | 401 | |
| | One-Time Electronic Court Records | | | |
| H | Technology Costs based on Useful Life | - | $ - | |
| | One-Time Costs for Technology | | | |
| I | 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 | $ 7,336,587 | | |
| | City Dedicated Costs | | | |
| J | Dedicated City space | - | - | |
| | TOTAL CITY COSTS w/ DEDICATED | 6,115,536 | | |

| City | Non-Facility Costs | Facility Costs | Dedicated Costs* | Total City Case Costs | Total City Revenue | Difference |
|---|---|---|---|---|---|---|
| Beaux Arts | $ - | $ 0 | - | $ 0 | $ - | $ (0) |
| Auburn | $ 1,348,094 | $ 185,657 | | $ 1,533,752 | $ - | $ (1,533,752) |
| Bellevue | $ 1,600,967 | $ 136,782 | - | $ 1 737 748 | $ 3,535,494 | $ 1,797,746 |
| Burien | $ 338,938 | $ 47,174 | - | $ 386,113 | $ 352,443 | $ (33,670) |
| Carnation | $ 37 181 | $ 4,294 | - | $ 41,475 | $ 34,496 | $ (6,979) |
| Covington | $ 221 199 | $ 35,854 | - | $ 257,053 | $ 154,065 | $ (102,988) |
| Duvall | $ 58,454 | $ 6,608 | - | $ 65,062 | $ 60,814 | $ (4,248) |
| Kenmore | $ 193,099 | $ 56,405 | - | $ 249,504 | $ 219,078 | $ (30,426) |
| Redmond | $ 777,470 | $ 109,438 | - | $ 886,908 | $ 2,194,511 | $ 1,307,603 |
| Sammamish | $ 122,456 | $ 42,285 | - | $ 164,741 | $ 113,057 | $ (51,684) |
| Shoreline | $ 575,587 | $ 164,381 | - | $ 739,968 | $ 598,873 | $ (141,095) |
| Skykomish | $ - | $ - | - | $ - | $ - | $ - |
| Woodinville | $ 45,672 | $ 7,541 | - | $ 53,212 | $ 73,757 | $ 20,544 |
| Total | $ 5,319,117 | $ 796,419 | $ - | $ 6,115,536 | $ 7,336,587 | $ 1,221,052 |

Notes.
* See Attachment J

## Non-Facility City Case Costs

**Summary of City Case Costs**

| Attachment | Item | City Case Costs 2011 | Method for Allocation: Non-Facility Costs Clerical Weights | Method for Allocation: Facility Costs % Clerical Need/Judicial Weights |
|---|---|---|---|---|
| | 2011 District Court Program Budget | | | |
| A | Salaries and Benefits less Probation | 4,639,954 | $ 4,639,954 | |
| B | Non-Facility costs/Non-CX overhead costs less probation | 548,373 | $ 548,373 | |
| C | Current Expense Overhead | 31,422 | $ 31,422 | |
| D | District Court Facilities Operating and Rent | 271,291 | | $ 271,291 |
| E | Security Costs per Facility | 525,128 | | $ 525,128 |
| F | Facilities - Call Center/Payment 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** | $ 7,336,587 | | |
| | **City Dedicated Costs** | | | |
| J | Dedicated City space | - | - | |
| | **TOTAL CITY COSTS w/ DEDICATED** | **6,115,536** | | |

| City | Clerical Usage: Total Weights (Time) | Percent of All Cities | Cost Distribution |
|---|---|---|---|
| Beaux Arts | 0 | 0.00% | $ - |
| Auburn | 1,090,951 | 25.34% | $ 1,348,094 |
| Bellevue | 1,295,589 | 30.10% | $ 1,600,967 |
| Burien | 274,287 | 6.37% | $ 338,938 |
| Carnation | 30,089 | 0.70% | $ 37,181 |
| Covington | 179,006 | 4.16% | $ 221 199 |
| Duvall | 47,304 | 1 10% | $ 58,454 |
| Kenmore | 156,266 | 3.63% | $ 193,099 |
| Redmond | 629,171 | 14.62% | $ 777,470 |
| Sammamish | 99,098 | 2.30% | $ 122,456 |
| Shoreline | 465,796 | 10.82% | $ 575,587 |
| Skykomish | 0 | 0.00% | $ - |
| Woodinville | 36,960 | 0.86% | $ 45,672 |
| **Total** | **4,304,517** | **100%** | $ 5,319,117 |

| City | By Attachment: A | B | C | F | G | H | I | Total |
|---|---|---|---|---|---|---|---|---|
| Beaux Arts | $ - | $ - | $ - | $ | $ - | $ | $ | $ |
| Auburn | $ 1 175,965 | $ 138,982 | $ 7,964 | $ 5,446 | $ 102 | $ - | $ 19,636 | $ 1,348,094 |
| Bellevue | $ 1,396,550 | $ 165,051 | $ 9,458 | $ 6,468 | $ 121 | $ - | $ 23,319 | $ 1,600,967 |
| Burien | $ 295,661 | $ 34,943 | $ 2,002 | $ 1,369 | $ 26 | $ - | $ 4,937 | $ 338,938 |
| Carnation | $ 32,434 | $ 3,833 | $ 220 | $ 150 | $ 3 | $ | $ 542 | $ 37 181 |
| Covington | $ 192,955 | $ 22,804 | $ 1,307 | $ 894 | $ 17 | $ | $ 3,222 | $ 221,199 |
| Duvall | $ 50,990 | $ 6,026 | $ 345 | $ 235 | $ 4 | $ - | $ 851 | $ 58,454 |
| Kenmore | $ 168,443 | $ 19,907 | $ 1,141 | $ 780 | $ 15 | $ - | $ 2,813 | $ 193,099 |
| Redmond | $ 678,200 | $ 80,153 | $ 4,593 | $ 3,141 | $ 59 | $ | $ 11,324 | $ 777,470 |
| Sammamish | $ 106,820 | $ 12,625 | $ 723 | $ 495 | $ 9 | $ | $ 1,784 | $ 122,456 |
| Shoreline | $ 502,094 | $ 59,340 | $ 3,400 | $ 2,325 | $ 43 | $ - | $ 8,384 | $ 575,587 |
| Skykomish | $ - | $ - | $ - | $ - | $ - | $ | $ - | $ - |
| Woodinville | $ 39,840 | $ 4,709 | $ 270 | $ 185 | $ 3 | $ | $ 665 | $ 45,672 |
| **Total** | $ 4,639,954 | $ 548,373 | $ 31,422 | $ 21,488 | $ 401 | $ - | $ 77,477 | $ 5,319,117 |

## Facility City Case Costs

**Summary of City Case Costs**

| Attachment | Item | City Case Costs 2011 | Method for Allocation: Non-Facility Costs Clerical Weights | Method for Allocation: Facility Costs % Clerical Need/Judicial Weights |
|---|---|---|---|---|
| | Total Costs per Summary Exhibit A | | | |
| A | 2011 District Court Program Budget Salaries and Benefits less Probation | 4,639,954 | $ 4,639,954 | |
| B | Non-Facility costs/Non-CX overhead costs less probation | 548,373 | $ 548,373 | |
| C | Current Expense Overhead | 31,422 | $ 31,422 | |
| D | District Court Facilities - Operating and Rent | 271,291 | | $ 271,291 |
| E | Security Costs per Facility | 525,128 | | $ 525,128 |
| F | Facilities - Call Center/Payment 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 | $ 7,336,587 | | |
| | **City Dedicated Costs** | | | |
| J | Dedicated City space | - | - | |
| | TOTAL CITY COSTS w/ DEDICATED | 6,115,536 | | |

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

**Calculation of Multiplier by Facility:**

| | Clerical Need Percentage: Total Clerical Need per Facility | Total Contract City Clerical Need | Percent of Clerical Need for Contract City | Judicial Need Percentage: Total Judicial Need per Facility | Total Contract City Judicial Need | Percent of Judicial Need for Contract City | Average of the percent values of the Clerical Need by Facility Method and the Judicial Need by Facility Method: | Attachment D: District Court Facilities - Operating and Rent | Attachment E: Security Costs per Facility | Total per City |
|---|---|---|---|---|---|---|---|---|---|---|
| Bellevue | 14.00 | 10.87 | | 2.60 | 1.65 | - | | 0 | 136,782 | |
| Beaux Arts | | 0.00 | 0.00% | | 0.00 | 0.00% | 0.00% | 0 | 0.43 | 0.43 |
| Bellevue | | 10.87 | 100.00% | | 1.65 | 100.00% | 100.00% | 0 | 136,782 | 136,782 |
| Burien | 20.00 | 2.30 | | 4.00 | 0.38 | - | | 26,904 | 20,271 | |
| Burien | | 2.30 | 100.00% | | 0.38 | 100.00% | 100.00% | 26,904 | 20,271 | 47,174 |
| Issaquah | 10.00 | 0.83 | | 2.00 | 0.14 | - | | 27,568 | 14,716 | |
| Sammamish | | 0.83 | 100.00% | | 0.14 | 100.00% | 100.00% | 27,568 | 14,716 | 42,285 |
| Redmond | 21.75 | 6.24 | | 3.40 | 0.97 | - | | 72,375 | 55,505 | |
| Carnation | | 0.25 | 4.05% | | 0.03 | 2.67% | 3.36% | 2,430 | 1,864 | 4,294 |
| Duvall | | 0.40 | 6.36% | | 0.04 | 3.97% | 5.17% | 3,740 | 2,868 | 6,608 |
| Redmond | | 5.28 | 84.62% | | 0.84 | 86.54% | 85.58% | 61,938 | 47,500 | 109,438 |
| Skykomish | | 0.00 | 0.00% | | 0.00 | 0.00% | 0.00% | 0 | 0 | 0 |
| Woodinville | | 0.31 | 4.97% | | 0.07 | 6.82% | 5.90% | 4,268 | 3,273 | 7,541 |
| Shoreline | 12.00 | 5.22 | | 2.40 | 1.30 | - | | 126,135 | 94,651 | |
| Kenmore | | 1.31 | 25.12% | | 0.34 | 25.97% | 25.55% | 32,224 | 24,181 | 56,405 |
| Shoreline | | 3.91 | 74.88% | | 0.96 | 74.03% | 74.45% | 93,911 | 70,470 | 164,381 |
| Renton | 15.00 | 1.50 | | 3.00 | 0.24 | - | | 18,308 | 17,546 | |
| Covington | | 1.50 | 100.00% | | 0.24 | 100.00% | 100.00% | 18,308 | 17,546 | 35,854 |
| Auburn City Hall | 10.00 | 9.15 | | 1.50 | 1.50 | | | 0 | 185,657 | |
| Auburn | | 9.15 | 100.00% | | 1.50 | 100.00% | 100.00% | 0 | 185,657 | 185,657 |

## County/Other Dedicated Space

| Facility | Sq Footage by facility | Dedicated County/Other Space | Description |
|---|---|---|---|
| Bellevue | - | - | |
| Burien | 11,583 | 757 | County prosecutor occupies two rooms in NW corner of facility. |
| Issaquah | 15,017 | 2,961 | 1070 sf is vacant, previously occupied by County prosecutor 1891 sf for DC probation. |
| Redmond | 11,656 | 1,020 | County prosecutor occupies three rooms off the lobby hallway County public defender, County Prosecutor (state cases), and Marshall occupy three rooms to the right of the main entrance |
| Shoreline | 11,523 | 653 | DC probation occupies several offices off the main lobby hallway (653) |
| Renton | 9,492 | 981 | DC probation occupies several offices off the main lobby |
| Total | **59,271** | **6,372** | |

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

## King County District Court City Revenue

| | Shared Court Costs Year 2010 YTD Revenues | | | | Shared Court Costs Year 2011 YTD Revenues | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | 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 | Revenue Remitted under Old Contract |
| Beaux Arts | 40 | 100%/ 0% | 40 | 0 | 0 | 100%/ 0% | 0 | 0 | 0 |
| Bellevue | 3,935,847 | 80%/20% until 8/2010 then 70%/30% | 2,974,058 | 961,789 | 3,535,494 | 70%/30% until 7/2011 then 55%/45% | 2,245,416 | 129,078 | 2,513 |
| Burien | 382,949 | 40%/60% until 8/2010 then 50%/50% | 170,125 | 212,824 | 352,443 | 50%/50% until 7/2011 then 100%/ 0% | 264,877 | 87,566 | 357 |
| Carnation | 31,307 | 100%/ 0% | 31,307 | 0 | 34,496 | 100%/ 0% | 34,496 | 0 | 0 |
| Covington | 123,297 | 100%/ 0% | 123,297 | 0 | 154,065 | 100%/ 0% | 154,065 | 0 | 30 |
| Duvall | 74,585 | 100%/ 0% | 74,585 | 0 | 60,814 | 100%/ 0% | 60,814 | 0 | 504 |
| Kenmore | 237,076 | 100%/ 0% | 237,076 | 0 | 219,078 | 100%/ 0% | 219,078 | 0 | 252 |
| Redmond | 992,375 | 100%/ 0% | 992,375 | 0 | 2,194,511 | 80%/ 20% | 1,791,243 | 403,268 | 2,729 |
| Sammamish | 113,718 | 100%/ 0% | 113,718 | 0 | 113,057 | 100%/ 0% | 113,057 | 0 | 0 |
| Shoreline | 626,022 | 100%/ 0% | 626,022 | 0 | 598,873 | 100%/ 0% | 598,873 | 0 | 967 |
| Skykomish | 0 | 100%/ 0% | 0 | 0 | 0 | 100%/ 0% | 0 | 0 | 0 |
| Woodinville | 82,854 | 100%/ 0% | 82,854 | 0 | 73,757 | 100%/ 0% | 73,757 | 0 | 359 |
| | 6,600,070 | | 5,425,457 | 1,174,613 | 7,336,587 | | 5,555,675 | 619,913 | 7,711 |

Total City Revenue 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

## 2011 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE

| JURISDICTION | Infraction Traffic | Infraction Non-Traffic | DUI | Criminal Traffic | Criminal Non-Traffic | Protection AH/Orders | Civil | Small Claims | Expedited Hearings | PC Jail Felony Hearings | Parking | Total Jan - Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| State/County | 88,936 | 6,082 | 4,804 | 4,570 | 2,546 | 2,029 | 27,067 | 5,233 | 1,220 | 10,747 | 2,179 | 155,413 |
| Vashon Island | 98 | 12 | 8 | 2 | 9 | | | | | | 13 | 142 |
| **Total State/County** | **89,034** | **6,094** | **4,812** | **4,572** | **2,555** | **2,029** | **27,067** | **5,233** | **1,220** | **10,747** | **2,192** | **155,555** |
| Beaux Arts | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | 0 |
| Auburn | 5,458 | 74 | 210 | 1,577 | 1,692 | 36 | | | | | 5,986 | 15,033 |
| Bellevue | 17,804 | 94 | 268 | 1,046 | 1,108 | | | | | | 23,513 | 43,833 |
| Burien | 1,137 | 8 | 78 | 323 | 649 | | | | | | 3,259 | 5,454 |
| Carnation | 170 | 0 | 12 | 44 | 37 | | | | | | 1 | 264 |
| Covington | 1,180 | 9 | 24 | 305 | 226 | | | | | | 258 | 2,002 |
| Duvall | 280 | 0 | 29 | 58 | 51 | | | | | | 35 | 453 |
| Kenmore | 1,753 | 114 | 61 | 190 | 161 | | | | | | 212 | 2,491 |
| Redmond | 7,122 | 101 | 161 | 587 | 574 | | | | | | 16,209 | 24,754 |
| Sammamish | 1,000 | 21 | 71 | 97 | 92 | | | | | | 77 | 1,358 |
| Shoreline | 5,402 | 109 | 119 | 526 | 628 | | | | | | 671 | 7,455 |
| Skykomish | 0 | 0 | 0 | 0 | 0 | | | | | | 0 | 0 |
| Woodinville | 246 | 6 | 19 | 28 | 89 | | | | | | 93 | 481 |
| **Total Contract Cities** | **41,552** | **536** | **1,052** | **4,781** | **5,307** | **36** | **0** | **0** | **0** | **0** | **50,314** | **103,578** |
| **Total KCDC** | **130,586** | **6,630** | **5,864** | **9,353** | **7,862** | **2,065** | **27,067** | **5,233** | **1,220** | **10,747** | **52,506** | **259,133** |

## 2011 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE

| | Death Inquests | Infraction Non-Traffic/Traffic | Infraction Non Traffic/Traffic E-citations | DUI/Physical Control | Misd Traffic | Re-Licensing Program | Misd Non-Traffic | DV Court (State Cases) | Protection AH/Orders | Civil | Name Changes | Small Claims/Impounds | Expedited Filings | Felony 1st Appear | Parking | Parking E-citations | Passports | Total Jan Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Case Wgt (Minutes) | 2,169 | 40 | 27 | 370 | 305 | 143 | 149 | 409 | 132 | 149 | 28 | 60 | 83 | 12 | 9 | 6 | 15 | |
| JURISDICTION | | | | | | | | | | | | | | | | | | |
| State/County Workload | 21,690 | 1,586,280 | 1,497,717 | 1,780,440 | 524,905 | 407,693 | 279,077 | 219,224 | 267,828 | 3,570,636 | 79,184 | 330,480 | 101,260 | 128,964 | 19,728 | 0 | 108,870 | 10,923,976 |
| Total State/County | 21,690 | 1,586,280 | 1,497,717 | 1,780,440 | 524,905 | 407,693 | 279,077 | 219,224 | 267,828 | 3,570,636 | 79,184 | 330,480 | 101,260 | 128,964 | 19,728 | 0 | 108,870 | 10,923,976 |
| Case Wgt (Minutes) | | 40 | 27 | 370 | 305 | | 149 | 139 | | | | | | | 9 | 6 | | |
| Beaux Arts | | 0 | 0 | 0 | 0 | | 0 | 0 | | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 |
| Auburn | | 221,260 | 0 | 77,700 | 480,085 | | 252,108 | 5,004 | | 0 | 0 | | 0 | 0 | 53,874 | 0 | | 1,090,951 |
| Bellevue | | 222,800 | 332,856 | 99,160 | 319,030 | | 120,392 | 41,700 | | 0 | 0 | | 0 | 0 | 55,719 | 103,932 | | 1,295,589 |
| Burien | | 0 | 39,915 | 28,860 | 98,515 | | 52,001 | 41,700 | | 0 | 0 | | 0 | 0 | 8,226 | 14,979 | | 274,297 |
| Carnation | | 6,760 | 27 | 4,440 | 13,420 | | 4,321 | 1,112 | | 0 | 0 | | 0 | 0 | 9 | 0 | | 30,089 |
| Covington | | 28,560 | 12,825 | 8,880 | 93,025 | | 29,502 | 3,892 | | 0 | 0 | | 0 | 0 | 2,322 | 0 | | 179,006 |
| Duvall | | 11,200 | 0 | 10,730 | 17,690 | | 4,172 | 3,197 | | 0 | 0 | | 0 | 0 | 315 | 0 | | 47,304 |
| Kenmore | | 0 | 50,409 | 22,570 | 57,960 | | 15,645 | 7,784 | | 0 | 0 | | 0 | 0 | 1,908 | 0 | | 156,266 |
| Redmond | | 40,480 | 167,697 | 59,570 | 179,035 | | 61,239 | 22,657 | | 0 | 0 | | 0 | 0 | 3,717 | 94,776 | | 629,171 |
| Sammamish | | 5,000 | 24,192 | 26,270 | 29,585 | | 8,493 | 4,805 | | 0 | 0 | | 0 | 0 | 693 | 0 | | 99,098 |
| Shoreline | | 43,840 | 119,265 | 44,030 | 160,430 | | 73,904 | 18,348 | | 0 | 0 | | 0 | 0 | 6,039 | 0 | | 465,796 |
| Skykomish | | 0 | 0 | 0 | 0 | | 0 | 0 | | 0 | 0 | | 0 | 0 | 0 | 0 | | 0 |
| Woodinville | | 2,240 | 5,292 | 7,030 | 8,540 | | 3,685 | 3,330 | | 0 | 0 | | 0 | 0 | 837 | 0 | | 36,960 |
| Total Contract Cities | | 582,160 | 743,418 | 389,240 | 1,458,205 | | 631,462 | 153,595 | | 0 | 0 | | 0 | 0 | 133,659 | 212,778 | | 4,304,517 |
| | | 2,168,440 | 2,241,135 | 2,169,680 | 1,983,110 | 407,693 | 910,539 | 372,819 | 267,828 | 3,570,636 | 79,184 | 330,480 | 101,260 | 128,964 | 153,387 | 212,778 | 108,870 | 15,228,493 |

**Note: The NCSC staffing study was incorporated into case weights in 2007

| County vs. City Weighted Filings | | |
|---|---|---|
| | | % |
| Total Weighted Filings | 15,228,493 | 100.00% |
| County Weighted Filings | 10,923,976 | 71.73% |
| City Weighted Filings | 4,304,517 | 28.27% |

2011 - JUDICIAL ALLOCATION

| | Total Judicial Units Available per Week | Total Judicial Units Assigned per Week | Difference |
|---|---|---|---|
| Total Judicial Units Assigned to County per Week | | 19.00 | |
| Total Judicial Units Assigned to Cities per Week | | 5.00 | |
| | 24.46 | 25.62 | -2.22 |
| Over+/Short- | 24.46 | | (0.22) |
| Available/Assigned | 0.34% | | |

| | |
|---|---|
| Judicial Officers FTE | 25.20 |
| Presiding Judge | (1.00) |
| Assistant Presiding Judge | (0.10) |
| Total Judicial Units Available per week | 24.46 |

| | County/Cities Criminal | County/Cities Infractions | County/Cities Civil | DWLS Court | DV Court | Jail/Felony Expedited | Inquests | Chanel |
|---|---|---|---|---|---|---|---|---|
| JURISDICTION | | | | | | | | |
| State/County Calendars | 783.02 | 330.00 | 97.26 | 208.00 | 9.23 | 34.64 | 38.96 | 5.38 | 48.14 |
| State/County Judges | 17.24 | 6.52 | 1.88 | 4.01 | 0.38 | 1.20 | 2.20 | 0.29 | 0.95 |
| State/County Juries | 2.72 | 2.49 | | 0.16 | | 0.07 | | | |
| Total State/County | 19.96 | 9.01 | 1.88 | 4.17 | 0.38 | 1.27 | 2.20 | 0.29 | 0.95 |
| Differential Factor | (1.00) | (0.72) | (0.10) | (0.35) | (0.05) | (0.11) | (0.18) | (0.02) | (0.08) |
| Total Judges Used | 18.96 | 8.29 | 1.73 | 3.82 | 0.36 | 1.16 | 2.02 | 0.26 | 0.87 |

| JURISDICTION | Total Calendars | Judges for Calendars | Judges for Juries | Total Judges per City | Differential Factor | Total Judges Assigned |
|---|---|---|---|---|---|---|
| Beaux Arts | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Bellevue | 80.40 | 1.06 | 0.14 | 1.00 | (0.10) | 1.44 |
| Auburn | 45.00 | 1.42 | 0.00 | 1.42 | (0.10) | 1.32 |
| Burien | 20.04 | 0.40 | 0.01 | 0.41 | (0.03) | 0.38 |
| Carnation | 1.30 | 0.03 | 0.00 | 0.03 | (0.00) | 0.03 |
| Covington | 10.20 | 0.20 | 0.07 | 0.27 | (0.03) | 0.24 |
| Duvall | 3.10 | 0.04 | 0.00 | 0.04 | (0.00) | 0.04 |
| Kenmore | 17.20 | 0.33 | 0.04 | 0.37 | (0.03) | 0.34 |
| Redmond | 45.41 | 0.93 | 0.03 | 0.92 | (0.08) | 0.84 |
| Sammamish | 7.50 | 0.15 | 0.00 | 0.15 | (0.01) | 0.14 |
| Shoreline | 45.41 | 0.93 | 0.10 | 1.05 | (0.07) | 0.98 |
| Skykomish | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Woodinville | 3.65 | 0.07 | 0.00 | 0.07 | (0.01) | 0.07 |
| Total Contract Cities | 282.97 | 5.66 | 0.46 | 6.11 | (0.36) | 4.18 |

Jury Trials Set - 2011

| | Criminal | Civil | TOTALS Totals | % OF TOTAL TRIALS SET % | Judicial Allocation |
|---|---|---|---|---|---|
| Beaux Arts | 0 | | 0 | 0.00% | 0.00 |
| Bellevue | 89 | | 89 | 5.08% | 0.14 |
| Auburn | 35 | | 35 | 2.00% | 0.05 |
| Burien | 5 | | 5 | 0.29% | 0.01 |
| Carnation | 1 | | 1 | 0.06% | 0.00 |
| Covington | 43 | | 43 | 2.45% | 0.07 |
| Duvall | 0 | | 0 | 0.00% | 0.00 |
| Kenmore | 23 | | 23 | 1.31% | 0.04 |
| King County | 1,370 | 64 | 1,434 | 81.80% | 2.22 |
| Redmond | 16 | | 16 | 0.91% | 0.02 |
| Sammamish | 3 | | 3 | 0.17% | 0.00 |
| Shoreline | 101 | | 101 | 5.77% | 0.16 |
| Skykomish | 0 | | 0 | 0.00% | 0.00 |
| Woodinville | 1 | | 1 | 0.06% | 0.00 |
| Totals | 1,687 | 64 | 1,751 | 100.00% | 2.72 |

King County Jury Time

| | Totals | % | Judicial Allocation |
|---|---|---|---|
| Criminal | 1,313 | 91.50% | 2.4 |
| Criminal DV | 37 | 2.58% | 0.07 |
| Civil | 84 | 5.80% | 0.1 |
| Totals | 1,434 | 100.00% | 2.72 |

| Inquests | | |
|---|---|---|
| 2011 Inquests | | 10 |
| Judge minutes each | 1,077.00 | |
| Total Judge Minutes | 10,770.00 | |
| Judges Needed for Inquests | | 0.20 |

*This information is provided in Units.
One-tenth (.1) units = one half-day calendar.

| No. of Judges needed for Jury Trials | |
|---|---|
| Judge Days / Month | 20.00 |
| Judge Days / Year | 700.00 |
| Divided by 52 weeks | 13.46 |
| Total Judges Used per day for Jurors | 2.72 |

| Special Assignment Judges | |
|---|---|
| DWLS Court Burien | 0.20 |
| DWLS Court Seattle | 0.08 |
| DV Court MRJC | 1.20 |
| Jail/Felony MRJC | 0.00 |
| Jail/ Fugitive Seattle | 1.10 |
| Felony/Expedited Seattle | 0.50 |
| Inquests | 0.20 |
| Total | 3.88 |

| Facility | Assigned Judicial Officers |
|---|---|
| Kent | 2.00 |
| Burien | 4.00 |
| Issaquah | 2.00 |
| Redmond | 3.40 |
| Shoreline | 2.40 |
| Renton | 3.00 |
| Total | 17.40 |

Judicial Allocation

## 2011 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION

34.25

**28 Centralized Clerks + 6.25 Comp Clerks=34.25

| Programs | Clerical Staff | % of Clerical staff | Clerks after removal of Centralized and Compliance Clerks | Total w/o Centralized Clerks |
|---|---|---|---|---|
| County-State Criminal DUI/Phy Control, Mis Traffic & NT & PO's | 30.30 | 18.61% | 6.38 | 23.92 |
| County-State Infractions (Traffic & Non-Traffic, Prkg) | 32.97 | 20.26% | 6.94 | 26.03 |
| County-State Civil, Name Changes, Small Claims/Impounds | 42.28 | 25.98% | 8.90 | 33.38 |
| City Contracts | | | | |
| Beaux Arts | 0.00 | 0.00% | 0.00 | 0.00 |
| Bellevue | 13.76 | 8.46% | 2.90 | 10.87 |
| Burien | 2.91 | 1.79% | 0.61 | 2.30 |
| Carnation | 0.32 | 0.20% | 0.07 | 0.25 |
| Covington | 1.90 | 1 17% | 0.40 | 1.50 |
| Duvall | 0.50 | 0.31% | 0.11 | 0.40 |
| Kenmore | 1.66 | 1.02% | 0.35 | 1.31 |
| Redmond | 6.68 | 4.11% | 1.41 | 5.28 |
| Auburn | 11.59 | 7 12% | 2.44 | 9.15 |
| Sammamish | 1.05 | 0.65% | 0.22 | 0.83 |
| Shoreline | 4.95 | 3.04% | 1.04 | 3.91 |
| Skykomish | 0.00 | 0.00% | 0.00 | 0.00 |
| Woodinville | 0.39 | 0.24% | 0.08 | 0.31 |
| RP/DWLS Court | 4.33 | 2.66% | 0.91 | 3.42 |
| DV Court (State) | 2.33 | 1.43% | 0.49 | 1.84 |
| Jail/Felony/Expedited | 2.45 | 1.50% | 0.51 | 1.93 |
| Video Clerk | 1.00 | 0.61% | 0.21 | 0.79 |
| Death Inquests | 0.23 | 0.14% | 0.05 | 0.18 |
| Passports | 1.16 | 0.71% | 0.24 | 0.91 |
| Total | 162.75 | 100.0% | 34.25 | 128.50 |

| Total FTES as Clerical Staff | 162.75 |
|---|---|
| Compliance Clerks | 6.25 |
| Passport Clerks | 1.16 |
| Specialty FTEs | 9.56 |
| Centralized FTEs | 28.00 |
| Remaining Clerical | 113.72 |

| SPECIALTY FTEs | |
|---|---|
| Program | Clerks |
| DV Court | 2.33 |
| DWLS Court | 4.33 |
| Jail | 2.45 |
| | 9.10 |

| CENTRALIZED FTEs | | |
|---|---|---|
| Court | Program | Clerks |
| OPJ | Payment Ctr | 9.00 |
| OPJ | Call Center | 11.00 |
| OPJ | CPU | 8.00 |
| | | 28.00 |

## FACILITY RATES

| Burien, Kent, Redmond, Shoreline, and Support Services Facility Rates | | | | | | | |
|---|---|---|---|---|---|---|---|
| | FMD RATE | Capped Rate | Inflation multiplier | Contract Rate* | Rent | Escalation Rate | Total Facility Charge |
| 2007 | 12.65 | 12.65 | | 12.65 | 11 80 | 2% | 24.45 |
| 2008 | 12 92 | 13 03 | 1 030 | 12 92 | 12 04 | 2% | 24.96 |
| 2009 | 12 48 | 13.42 | 1 061 | 12.48 | 12.28 | 2% | 24.76 |
| 2010 | 10 35 | 13.83 | 1 093 | 10.35 | 12.52 | 2% | 22.87 |
| 2011 | 11 00 | 14.24 | 1 126 | 11.00 | 12 77 | 2% | 23 77 |
| 2012 | | 14.66 | 1 159 | - | 13 03 | 2% | 13.03 |
| 2013 | | 15.10 | 1 194 | - | 13.29 | 2% | 13.29 |
| 2014 | | 15 56 | 1 230 | - | 13.55 | 2% | 13 55 |
| 2015 | | 16 03 | 1 267 | - | 13.83 | 2% | 13 83 |
| 2016 | | 16.51 | 1 305 | - | 14 10 | 2% | 14 10 |

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

| Issaquah Facility Rate | | | | | | |
|---|---|---|---|---|---|---|
| | FMD RATE | Capped Rate | Inflation multiplier | Contract Rate* | Lease | Total Facility Charge |
| 2007 | 12.65 | 12.65 | | 12 65 | 17 00 | 29 65 |
| 2008 | 12.92 | 13 03 | 1 030 | 12 92 | 17.51 | 30.43 |
| 2009 | 12.48 | 13 42 | 1 061 | 12.48 | 18 04 | 30.52 |
| 2010 | 10 35 | 13 83 | 1.093 | 10 35 | 18.58 | 28 93 |
| 2011 | 11 00 | 14 24 | 1 126 | 11 00 | 19 13 | 30.13 |
| 2012 | | 14 66 | 1 159 | - | 19 71 | 19 71 |
| 2013 | | 15 10 | 1 194 | - | 20 30 | 20 30 |
| 2014 | | 15.56 | 1 230 | - | 20 91 | 20 91 |
| 2015 | | 16 03 | 1 267 | - | 21 54 | 21 54 |
| 2016 | | 16 51 | 1 305 | - | 22 18 | 22 18 |

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

**EXHIBIT B**
**ANNUAL FACILITY CHARGES FOR DISTRICT COURT FACILITIES IN THE CITIES OF BURIEN, KENT, REDMOND, AND SHORELINE**

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

1. Beginning in 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 $4,806,081 |
| End of 20 PV | $1 128,859 | $415,166 | $1,544,026 | $1,544,026 $3,262,055 |

196.0 196.0
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.