

**ATTACHMENT A:**

**OFFICE SPACE USE AGREEMENT**

# OFFICE SPACE USE AGREEMENT

Use agreement by and between:

City of Bellevue  
450 110th Avenue N.E.  
Bellevue, Washington 98009, hereinafter "City", and

King County  
Real Estate Services  
ADM-ES-0830  
500 Fourth Avenue, Room 830  
Seattle, Washington 98104-2337

and

King County  
District Court  
516 Third Avenue, Room W1034  
Seattle, Washington 98104, hereinafter "County."

Collectively, the City and the County are referred to as the "Parties."

IN AND FOR CONSIDERATION of the mutual benefits to each party, subject to the terms and conditions below, the City grants to the County the right, license and permission ("Permission") to use a portion of the premises located at the Bellefield Building, 1309 114th Avenue SE, Bellevue, Washington 98004. The premises to be used by the County is approximately 24,049 square feet of space indicated on the Floor Plan at Exhibit "A" ("Premises"). The City is leasing the Premises from Regency Bellefield Holdings, LLC ("Landlord") pursuant a lease agreement dated February 6, 2014 ("Lease").

The Permission granted to the County by the City to use the Premises is subject to the terms, covenants, and conditions stated herein and the County covenants as a material part of the consideration of this Office Space Use Agreement ("Use Agreement") to keep and perform each and all of said terms, covenants, and conditions. Nothing in this Use Agreement is intended to create any legal obligations under the Lease between Landlord and the County or its employees.

## **TERMS AND CONDITIONS**

1. **Term.** This Use Agreement shall be effective as of \_\_\_\_\_ and shall remain in effect for an initial term ending on December 31, 2016 and shall automatically renew for a second term of five years to coincide with the next term of the Interlocal Agreement for Provision of District Court Services dated 2006 ("Court Services Agreement"), attached to this Use Agreement at Exhibit "B". The second term shall end

on December 31, 2021. It is the Parties' intent that the Court Services Agreement be extended through December 31, 2021 and that the two agreements run concurrently through that date. The Parties therefore each waive their right to terminate under Section 1.2 of the Court Services Agreement for the third five-year term commencing on January 1, 2017 and ending on December 31, 2021.

2. **Termination.** This Use Agreement terminates on December 31, 2021. Any renewal or extension of this Use Agreement shall be by written agreement and authorized by the City and County councils.

3. **Notice.** Unless provided otherwise herein, notices required under this Use Agreement shall be given in writing to the following respective addresses:

For the City:  
City of Bellevue  
450 110th Avenue N.E.  
Bellevue, Washington 98009  
Attn: Jerome Roache,  
City Attorney's Office

For the County:  
King County Facilities Management Division  
Real Estate Services Section  
500 – 4<sup>th</sup> Avenue, Room 830  
Seattle, WA 98104  
Attn: Lease Administration

King County  
District Court  
516 Third Avenue South, Room W1034  
Seattle, Washington 98104

4. **Rent.** As consideration for the Permission granted by the City in this Use Agreement and in lieu of payment of rent, the County covenants and agrees to operate a District Court pursuant to the terms and conditions outlined between the Parties in the Court Services Agreement.

5. **Utilities.** The City shall ensure that all utilities are furnished, maintained, and repaired to the Premises at the City's sole cost and expense, including all utility charges, during the term of this Use Agreement, except as otherwise provided herein. The County will participate with the City in energy conservation programs at the Premises during the term of this Use Agreement.

6. **Telephone, internet and video.** The County will provide phone service and phones, and internet access to serve the court areas through the King County Lync system. If additions or changes to the phone or data service are requested by either the County or the City, the party making the request shall bear the cost of the addition or change. A joint request for an addition or change shall be made only after the Parties have agreed upon an allocation to share the costs of that addition or change. The City and County will coordinate on future provisions for video arraignment if mutually desired.

7. **Custodial.** The City shall provide and shall be responsible for the cost of all

janitorial services and other cleaning of the Premises appropriate to maintain the Premises in a manner consistent with the janitorial standards currently in place at Bellevue City Hall. The City shall ensure that all custodial staff have completed the security clearance process per Section 10. The frequency of janitorial services and other cleaning of the Premises is set forth in Exhibit “C” to this Use Agreement.

8. **Maintenance and Repairs.** During the term of this Use Agreement, the City will be responsible for ensuring that the Premises are maintained by the Landlord in a reasonable condition consistent with the Landlord’s obligations under the Lease. By occupying the Premises, the County shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. The County shall be responsible for maintenance and repair of the County’s personal property as detailed in the Work Letter Exhibit D at the County’s expense. The County shall upon the expiration or sooner termination of this Use Agreement surrender the Premises to the City in good condition, ordinary wear and tear and damage from causes beyond the reasonable control of the County excepted. At its option and prior to surrendering the Premises, the County may remove any systems or equipment paid for by the County.

The City shall be responsible for repairs to property, other than the County’s personal property, and will ensure they are made in a timely fashion by the Landlord. If the Landlord fails to make the repairs, the City will take appropriate action in accordance with this Agreement. To the extent possible, the City will ensure that building maintenance and repairs are conducted in a manner that results in minimal disruption to court processes. Except in cases of emergency, work shall be completed without disruption to Court functions from excessive noise, dust, or service interruption, and to prevent visible and audible access by vendors and contractors to sensitive Court proceedings and/or evidence. In the event that a courtroom judge or Court management staff requests that a work-related disturbance cease, the vendor or contractor responsible for the disturbance must cease work or relocate to an area where Court operations will be not be disturbed.

9. **Contact for Custodial and Maintenance Issues.** The following individuals shall be contacted as needed to address any custodial or maintenance issues at the Premises as listed on the King County Responsibility matrix:

For the City:  
FIXIT Staff  
[FIXIT@bellevuewa.gov](mailto:FIXIT@bellevuewa.gov)  
425-452-4610  
  
If escalation is needed,  
John Koffley  
(or Current Facilities Manager)  
450 110 Ave. NE  
Bellevue, WA 98004  
425-452-6153

For the County:  
K.C. Facilities Management Division  
Building Services Section  
500 – 4<sup>th</sup> Avenue, Room 800  
Seattle, WA 98104  
Attn: Manager,  
Building Services  
206-477-9431

## **10. Building Access.**

10.1 Key Card Access. Access to the Premises during times other than 8:30 a.m. to 4:30 p.m., Monday through Friday (“After Hours”), shall be through a key card system, which shall be managed by the County. The City shall provide the County with a list of all City employees working at the Premises who will need a key card for access and a list of all custodial staff, maintenance and repair staff of the City, its contractors, or the Landlord, that will need After Hours access to the premises. The County shall provide one key card to each individual on the lists provided by the City after the individual successfully completes the security clearance process described at Exhibit E and consents in writing to the County’s key card policies and its successive updates, including provisions relating to payment of costs for replacement cards. The County will initially provide up to 50 cards in 2015 and 10 cards in each subsequent year during the term of this Use Agreement, at no cost to the City. The City will reimburse King County for any cards issued in excess of the above stated numbers and for replacement cards issued to Bellevue-authorized cardholders. Except in the event of an emergency as provided in Section 10.4, no person without a valid key card shall have After Hours access to the Premises unless he/she is escorted by an employee of the City or County who has a security clearance.

10.2 After Hours Alarm and Fines. The County will be responsible for the building’s intrusion alarm system for After Hours work pursuant to the protocol in Exhibit F. If fines are imposed by the City due to the activation of an After Hours alarm, the fines will be paid by the County if a County employee activated the alarm and the City if a City employee activated the alarm.

10.3 Security Screening. The County shall provide security screening for all persons entering the Premises between 8:30 a.m. and 4:30 p.m., Monday through Friday (“Business Hours”) except Court holidays. The Parties agree that one security screener will be provided pursuant to this Section and that additional security screeners will be provided only upon written agreement by the Parties. The cost of security screening shall be charged to the City as a City Case Cost pursuant to Section 4 of the Court Services Agreement.

10.4 Control of Premises. Except as otherwise provided herein, the City or its Landlord may enter the Premises for emergency purposes without prior consent of the County, provided, the City shall notify the County of such entry and the purpose for the entry as soon as reasonably possible thereafter. The City or its Landlord shall be entitled to enter the Premises in non-emergency situations following reasonable advance notice only as follows: (a) at reasonable times to inspect the Premises; (b) to maintain and repair the Premises; (c) for the purpose of maintenance and repair, erect scaffolding and other necessary structures when reasonably required by the character of the work performed, provided that (i) the entrance to the Premises shall not be blocked thereby, and (ii) the Court activities of the County shall not be interfered with unreasonably as outlined in Section 8.

10.5 **Safety Protocols.** The Parties, through their designated County and City representatives, will work together to develop safety protocols for the building, which includes but is not limited to, evacuation and lockdown drills. The Parties will develop a mechanism for sharing the cost of any new safety equipment that the Parties agree is necessary for the safety of building occupants.

11. **Parking.** Unsecured parking will be provided to all staff in designated parking areas. Six (6) stalls on the ground level beneath the building will be designated as reserved for the County. Any vehicle inappropriately parked may be subject to ticketing and/or towing.

12. **Shuttle Usage.** The Landlord may implement a shuttle service at the Bellefield Building pursuant to the terms of the Lease. The shuttle service is not intended for use by County employees or members of the public who are at the Bellefield Building for Court-related matters. The County shall instruct its employees that they are not permitted to use the shuttle service.

13. **Amenity Usage.** County employees who work at the Premises shall have access to the Fitness Center located at the Bellefield Office Park so long as this amenity is provided by Landlord at no cost. Access to this amenity shall be as provided in the Lease.

14. **Possession/Use.** The County shall use the Premises only for the direct purpose of operating the King County District Court or other District Court-related functions (hereafter, the "Permitted Use"). The County may use the Premises for a use other than a Permitted Use only after obtaining permission from the City. The County shall comply with all federal, state, and local laws, rules, ordinances, and codes affecting its use of the Premises.

15. **Assignment and Sublease.** The County shall not assign this Use Agreement or sublet the Premises.

16. **Alterations and Furnishings.** Unless otherwise agreed to in writing, the County may not remodel or refurbish the Premises in any way without receiving the written consent of the City, which shall not be unreasonably denied. The installation shall be done in a manner that minimizes any damage to the Premises. Upon termination of this Use Agreement, unless otherwise agreed to in writing, the County shall remove all County-owned free-standing cabinets, shelves, counters, and desks from the Premises, and shall promptly repair any nail or screw holes or other damage to the Premises resulting from the installation and removal of the same.

17. **Condition of Premises.** The County has inspected the Premises and any equipment, appliances, and fixtures which are included as part of the Premises, and accepts them in "as is" condition. The County acknowledges that the City has made no representation or warranty concerning the condition of the Premises, or any appliances or

fixtures. The County has the right to use all equipment, appliances, furniture and fixtures which are included as part of the Premises provided that such use shall conform to commercially reasonable use, normal wear and tear excepted. The City, either on its own or through its Landlord, shall be responsible for maintaining the parking areas, sidewalk and doorway in front of the Premises, keeping them clear of debris, snow and ice.

18. **Tenant Improvements.** Prior to the commencement of the term hereof, the City shall arrange for certain improvements to the Premises (the “Tenant Improvements”), pursuant to the provisions of Exhibit D attached hereto. The Premises shall be deemed completed and the Premises delivered on the date the Tenant Improvements are Substantially Complete as defined in Exhibit D.

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

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

Where such claims, demands, suits, and judgments result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party’s negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, cause of action and judgment brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Party’s only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorney fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party’s negligence.

20. **Insurance.** The City acknowledges, accepts, and agrees that the County is self-insured. If requested by the City, the County will provide proof of such self-

insurance including evidence that the County is insuring the content of the structure, upon the request of the City.

21. **No Limitation.** The County's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the County to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity

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

23. **Governing Law and Venue.** This Use 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 the Use Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Use Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

24. **Dispute Resolution.** Any dispute arising under this Use Agreement that cannot be resolved to the satisfaction of the Parties, may be referred by either party to the Court Facility Management Review Committee ("CFMRC") as provided in Section 2.4 of the Court Services Agreement. If the CFMRC is unable to resolve the dispute by mutual agreement within 60 days of referral, then the dispute may be referred by either party to non-binding mediation. The mediator will be selected in the following manner: The City 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 and the County may agree to select a mediator acceptable to both parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

25. **Force Majeure.** The term "force majeure" shall include but is not limited to 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, included 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 Use Agreement.

26. **Partial Invalidity.** Whenever possible, each provision of this Use Agreement shall be interpreted 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.

27. **Damage or Destruction of Premises.** In the event the Premises are substantially damaged such that it is rendered unusable for Court services or totally destroyed by a casualty, either the City or the County shall have the option to immediately terminate this Use Agreement. The City and the County may by written agreement agree to the City's repair of the Premises or provide an alternative location for the County to continue operations.

28. **Anti-Discrimination.** City and County shall not discriminate on the basis of race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Ch. 12.16.125. City and County shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, chapter 49.60 RCW, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a default of this Agreement and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the Agreement and may result in ineligibility for further agreements with the County.

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

30. **Miscellaneous.**

A. This Use Agreement shall be binding upon and run to the benefit of the heirs, personal representatives, and assigns of each party, provided, the County shall not assign this Use Agreement without the City's written consent.

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

C. Sections 3, 7, 8, 9, 10, and 11, and the exhibits of this Use Agreement may be amended by written agreement of the County Executive and City Manager provided the amendments are consistent with the intent of the Agreement.

D. Additional responsibilities of the Parties are outlined in the Work Letter attached to this Use Agreement at Exhibit D.

E. Except as may be hereafter amended, this Use Agreement, including Exhibits A through F, contains all the written agreements and understandings of the Parties respecting the matters contained herein.

DATED \_\_\_\_\_

CITY OF BELLEVUE

By: \_\_\_\_\_

DATED \_\_\_\_\_

KING COUNTY

By: \_\_\_\_\_

Gail Houser, Manager  
King County Real Estate Services

KING COUNTY

By: \_\_\_\_\_

King County District Court

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

Approved as to Form:

\_\_\_\_\_  
King County Senior Deputy Prosecuting  
Attorney

BELLEVUE DISTRICT COURT  
CITY OF BELLEVUE PROBATION  
MAIN FLOOR PLAN

NTS



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

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY ("County") AND THE CITY OF BELLEVUE ("City") is entered on this 28 day of December, 2006. Collectively, the County and the City are referred to as the "Parties." "Cities" refers to all Cities that have signed an Agreement for District Court Services to begin January 1, 2007.

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

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

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

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

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

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

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

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

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

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

## **1.0 Term**

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

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

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

## **2.0 Services; Oversight Committees**

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

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

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

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

**2.2.2** Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide the City's designated representative(s) of the Court Facility Management Review Committee ("CFMRC") with two months notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact City operations in order to provide the City with adequate time to assess the effect of proposed changes on City operations, unless a shorter timeframe for notice is mutually agreed upon by the Parties through the CFMRC.

**2.2.3** Customer Service Standards. The District Court shall provide a means for the public to contact the Court by telephone, including transferring the caller to a particular Court facility if requested, and front counter access to each Court facility during regular business hours, without lengthy wait. The District Court Management Review Committee ("DCMRC") shall establish

performance measures and standards for telephone and front counter access, including reporting requirements. The District Court shall make reasonable efforts to meet or exceed the standards. In the event the District Court fails to meet the standards, the District Court shall draft an action plan and submit it to the DCMRC for consideration and direction. In order to minimize workload on District Court staff, the City prosecutor and paralegal staff shall continue to have access to the District Court court files in order to most efficiently obtain copies and other necessary information.

2.2.4 Probation Services. The County shall provide probation services unless a City opts to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services at least six months prior to the effective date of this Agreement or six months prior to January 1 of the year in which probation services shall be discontinued. Notwithstanding this provision, the County may terminate probation services upon not less than six months advance written notice to the City if (a) the County is unable to procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court.

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

2.2.6 Regular Court Calendars.

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

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

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

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

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

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<sup>1</sup> Procedures of this section shall also apply if only one City is using a court facility.



- 2.3.2 The DCMRC shall meet at least quarterly unless otherwise agreed and shall make decisions and take actions upon the mutual agreement of the Cities, the County, and the Chief Presiding Judge. Mutual agreement of the Cities is defined as votes representing 65% of total Cities' case filings for the prior calendar year and 65% of all Cities. The County, the Chief Presiding Judge, or the Cities can vote at any time up to 45 days after DCMRC action unless mutual agreement has been reached sooner. The Chief Presiding Judge or his/her designee shall schedule meetings and submit proposed agendas to the representatives. Any representative may suggest additional agenda items. The Chief Presiding Judge or his/her designee shall provide the Committee representatives with written notice of the actions taken by the DCMRC in a timely manner.
- 2.3.3 The DCMRC shall ensure that a cost and fee reconciliation is completed at least annually and that the fees retained by the County and remitted to the City are adjusted to ensure that the County fully recovers its City Case Costs and that the City retains the remaining Fees, as defined and described in Section 4, below.
- 2.3.4 The DCMRC shall provide recommendations and/or guidelines regarding the implementation of services under this Agreement including, but not limited to, court calendar scheduling, public access (such as phone and counter services), officer overtime, officer availability (such as vacation and training schedules), new technology, facility issues, jail issues, and warrant issues.

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

### **3.0 Facilities**

#### **3.1 Utilizing Existing Facilities**

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

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

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

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

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

- 3.1.5 Notwithstanding any provisions of Section 3.1, the County may relocate District Court services provided in the Aukeen facility to the Regional Justice Center.
- 3.1.6 The annual facility charges for the District Court facilities that exist in the cities of Burien, Kent, Redmond, and Shoreline at the commencement of this Agreement, satisfy the financial obligations of the Cities served by these facilities for facility operations and daily maintenance, major maintenance, and other costs necessary to maintain existing facilities. This charge does not cover the costs associated with capital improvements as defined in Section 3.3 and does not entitle the City to any funds or credit toward replacement of the existing facility. The annual facility charge will be included as a reimbursable City Case Cost under Exhibit A with the exception that space that is dedicated to the sole use and benefit of either a city, the County, or other tenant, shall be excluded from the total square footage and be the sole financial responsibility of the benefiting party. Reimbursement for space dedicated to the sole use of the City shall be based on the financial terms in Exhibit B and included as a City Case Cost under Exhibit A. All other terms and conditions for the City dedicated space shall be covered in a separate lease agreement. Each year, the County will identify in Exhibit A the square footage of dedicated space for each facility. Empty or unused space at a facility, previously used as dedicated space for the sole benefit and use of either the County, the City(ies), or other tenant, shall be excluded from the total square footage. The annual charges for the Burien, Kent, Redmond and Shoreline facilities are calculated in accordance with Exhibit B.
- 3.1.7 The annual facility charge for the District Court facility that exists in the city of Issaquah at the commencement of this Agreement, satisfies the financial obligations of the Cities served by that facility for facility

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

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

### **3.2 Bellevue Court Facility**

- 3.2.1 The County and the City of Bellevue agree to work cooperatively to enter into a separate agreement by December 31, 2006 to determine the future location for the Bellevue Court Facility. The parties agree to negotiate in good faith with regard to such agreement to determine whether it is in the mutual interest of the parties to provide for a different facility under a separate agreement and what the terms of such separate agreement will be. The agreement should include, but is not limited to the following:
- (i) Identifying a facility location within the city limits of Bellevue
  - (ii) Cost sharing responsibilities and financial commitment
  - (iii) Ownership interest
  - (iv) Allocation of Implementation Responsibilities

- (v) Implementation schedule
- (vi) Operational terms including but not limited to:
  - Technological compatibility with Bellevue's technological systems and components to ensure efficient and effective provision of services
  - Space for the Bellevue Probation Department
  - Depending on location of facility, space for City of Bellevue Prosecution staff
  - Holding cells at facility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.8 One-Time Costs for Technology Improvement Projects.**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**6.0 Resolution of Disputes Resulting From Specified Events.**

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

- (i) changes in state statute or regulation, court rule, City or County ordinance, or exercise of court management authority vested by GR 29 in the Chief Presiding Judge, requiring the County to provide new court services reasonably deemed to substantially impact the cost of providing Court Services, or material reductions or deletions of the Court Services included in this Agreement that occurred for a period of at least six months; or
- (ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this Agreement; or
- (iii) changes in state statute or regulation, court rule, or City or County ordinance, which substantially alter the revenues retained or received by either the County or the City related to City case filings;

Then either Party must first refer its concerns with the changed circumstances under this Section to dispute resolution under Section 5.0.2 and complete the dispute resolution process outlined in that Section. If the dispute is not resolved within 120 days of first referral under Section 5.0.2 or completion of the dispute resolution process outlined in Section 5.0.2, whichever comes first, then either party may serve a notice of intent to terminate this Agreement. Such notice shall be provided in writing to all representatives of the DCMRC as designated in Section 2.3.1. Within 30 days of the date the notice of intent to terminate is served, the chief executive officer(s) of the City(ies), the Chief Presiding Judge, and the County Executive shall meet together at least once in person for the purpose of resolving the dispute. If the dispute is still not resolved, either Party may terminate this Agreement by serving the other Party with a notice of termination pursuant to Section 11.0. The notice of termination may not be served less than 30 days from the date the notice of intent to terminate (pursuant to this Section) was served. The notice of termination shall state the date on which the Agreement shall terminate. The termination date shall be at least 18 months from the date of the notice of termination unless an earlier date is agreed to by the Parties.

**7.0 Re-opener.** The County and the Cities may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

**8.0 Waiver of Binding Arbitration.** The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

## **9.0 Indemnification.**

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

## **9.2 Indemnification.**

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

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

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

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

#### **10.0 Independent Contractor.**

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

#### **11.0 Notice.**

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

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

To the City: Mayor, 11511 Main Street, Bellevue, WA 98009-9012

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.**

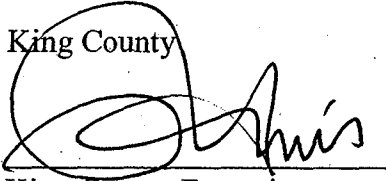
This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

**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

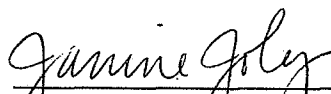
Date: 12-28-06

City of Bellevue

  
Mayor Deputy City Manager

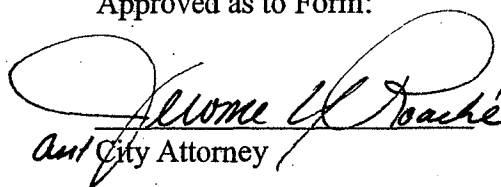
Date: 12-15-06

Approved as to Form:



King County Deputy Prosecuting  
Attorney

Approved as to Form:



Ant City Attorney

EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH J

| Attachment | Item                                                                    | City Case Costs 2004 | City Case Costs 2003 |
|------------|-------------------------------------------------------------------------|----------------------|----------------------|
| A          | 2004 District Court Program Budget                                      |                      |                      |
|            | Salaries and Benefits less Probation                                    | 2,065,587            | 2,335,435            |
| B          | Non-Facility costs/Non-CX overhead costs less probation                 | 354,977              | 418,476              |
| C          | Current Expense Overhead                                                | 18,067               | 14,757               |
| D          | District Court Facilities - Operating and Rent                          | 222,572              | 469,757              |
| E          | Security Costs per Facility                                             | 215,975              | 209,466              |
| F          | Facilities - Call Center/Payment Center                                 | 16,465               | 87,802               |
| G          | Reconciliation Costs                                                    | 823                  | 1,939                |
| H          | One-Time Electronic Court Records Technology Costs based on Useful Life | 45,754               | 51,895               |
| I          | One-Time Costs for Technology Improvement Projects                      | 16,567               |                      |
|            | <b>TOTAL CITY CASE COSTS IN 2004:</b>                                   | <b>2,956,787</b>     | <b>3,589,526</b>     |
|            | <b>TOTAL CITY REVENUE IN 2004</b>                                       | <b>\$ 3,199,854</b>  | <b>\$ 4,117,470</b>  |
|            | <b>Percentage of Total City Case Costs</b>                              | <b>92.40%</b>        | <b>87.18%</b>        |
|            | <b>City Dedicated Costs</b>                                             |                      |                      |
| J          | Dedicated City space                                                    |                      |                      |
|            | <b>TOTAL CITY COSTS w/ DEDICATED</b>                                    | <b>2,956,787</b>     | <b>3,589,526</b>     |

Methodology/Definitions/Notes:

1. District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
2. Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs → 16.57%
3. The District Court Program Budget will be updated annually as will the percentage representing contract cities.
4. The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).
5. The "City Case Cost" for each year, calculated by the County, is equal to the sum of Attachments A through J.
6. The account codes referenced throughout this Exhibit may be modified by the County and the codes referenced herein are deemed to include any future successor or modified codes adopted by the County.

| City         | City Portion of Case Costs | City Dedicated Costs | Total City Cost    | Total City Revenue | City Revenue Paid  | Difference of Total City Cost and City Revenue Paid | City Remittance to County | County Reimbursement to City |
|--------------|----------------------------|----------------------|--------------------|--------------------|--------------------|-----------------------------------------------------|---------------------------|------------------------------|
| Beaux Arts   | \$ 1,313,790               |                      | 1,313,790          | 549,008            | 1,161,756          | 152,035                                             | \$152,035                 | -                            |
| Bellevue     | \$ 227,401                 |                      | 227,401            | 168,572            | 126,429            | 100,972                                             | \$100,972                 | -                            |
| Burien       | \$ 21,321                  |                      | 21,321             | 6,625              | 2,721              | 18,600                                              | \$18,600                  | -                            |
| Camation     | \$ 63,254                  |                      | 63,254             | 63,169             | 47,377             | 15,878                                              | \$15,878                  | -                            |
| Covington    | \$ 40,471                  |                      | 40,471             | 42,503             | 24,647             | 15,823                                              | \$15,823                  | -                            |
| Duvall       | \$ 148,961                 |                      | 148,961            | 142,119            | 108,514            | 42,447                                              | \$42,447                  | -                            |
| Kenmore      | \$ 30,851                  |                      | 30,851             | 35,815             | 26,834             | 3,987                                               | \$3,987                   | -                            |
| North Bend   | \$ 528,660                 |                      | 528,660            | 552,895            | 414,669            | 113,991                                             | \$113,991                 | -                            |
| Redmond      | \$ 95,310                  |                      | 95,310             | 121,904            | 91,725             | 3,585                                               | \$3,585                   | -                            |
| Sammamish    | \$ 377,172                 |                      | 377,172            | 377,220            | 282,915            | 94,257                                              | \$94,257                  | -                            |
| Shoreline    | \$ 825                     |                      | 825                | 96                 | 156                | 668                                                 | \$668                     | -                            |
| Skykomish    | \$ 63,187                  |                      | 63,187             | 68,426             | 51,339             | 11,857                                              | \$11,857                  | -                            |
| Snoqualmie   | \$ 45,584                  |                      | 45,584             | 62,714             | 62,715             | (17,202)                                            |                           | \$17,202                     |
| Woodinville  |                            |                      |                    |                    |                    |                                                     |                           |                              |
| <b>Total</b> | <b>\$2,956,787</b>         | <b>\$0</b>           | <b>\$2,956,787</b> | <b>\$3,199,854</b> | <b>\$2,399,891</b> |                                                     |                           |                              |

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

Exhibit A - Final.xls (Tab: Summary)

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**ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT**

**King County District Court**

**2004 District Court Program Budget Salaries and Benefits less Probation**

|                                   | Judges*      | Clerks*       | LT*         | CM*          | OPJ          | Aides*      | Prob<br>Mgmt | PO Is | Prob<br>Support | Total         | Salary/Benefit<br>Expenditure | % to subtotal  |
|-----------------------------------|--------------|---------------|-------------|--------------|--------------|-------------|--------------|-------|-----------------|---------------|-------------------------------|----------------|
| County-State Criminal             | 8.73         | 9.89          | 0.22        | 0.94         | 3.49         | 0.36        |              |       |                 | 23.64         | 2,203,979                     | 17.68%         |
| County-State Infractions          | 2.96         | 31.56         | 0.70        | 3.01         | 6.82         | 1.16        |              |       |                 | 46.21         | 2,866,356                     | 22.99%         |
| County-State Civil                | 3.14         | 30.64         | 0.68        | 2.93         | 6.67         | 1.13        |              |       |                 | 45.19         | 2,827,701                     | 22.68%         |
| City Contracts                    | 3.49         | 19.72         | 0.43        | 1.88         | 4.55         | 0.72        |              |       |                 | 30.80         | 2,065,587                     | 16.57%         |
| DWLS Court                        | 0.75         | 2.25          | 0.05        | 0.21         | 1.46         | 0.08        |              |       |                 | 4.81          | 374,645                       | 3.00%          |
| Mental Health Court               | 0.35         | 1.00          | 0.02        | 0.10         | 1.43         | 0.04        |              |       |                 | 2.94          | 234,608                       | 1.88%          |
| DV Court                          | 1.50         | 4.00          | 0.09        | 0.38         | 1.06         | 0.15        |              |       |                 | 7.18          | 551,500                       | 4.42%          |
| Jail/Felony/Expediteds            | 1.50         | 8.98          | 0.20        | 0.86         | 2.06         | 0.33        |              |       |                 | 13.92         | 925,271                       | 7.42%          |
| Inquests                          | 0.12         | 0.16          | 0.00        | 0.02         | 0.05         | 0.01        |              |       |                 | 0.36          | 31,959                        | 0.26%          |
| Superior Court Assistance         | 1.20         | 0.00          | 0.00        | 0.00         | 0.21         | 0.00        |              |       |                 | 1.41          | 200,843                       | 1.61%          |
| Passports                         |              | 2.48          | 0.05        | 0.24         | 0.50         | 0.09        |              |       |                 | 3.35          | 185,938                       | 1.49%          |
| <b>Subtotal without Probation</b> | <b>23.75</b> | <b>110.67</b> | <b>2.44</b> | <b>10.57</b> | <b>28.30</b> | <b>4.07</b> |              |       |                 | <b>179.80</b> | <b>\$ 12,468,387</b>          | <b>100.00%</b> |

**District Court Program Budget, Salaries and Benefits attributed to Contract Cities.**

**\$ 2,065,587**

**Multiplier (Percent of Salaries and Benefits for Contract Cities )**

**16.57%**

|                                        |              |               |             |              |              |             |              |              |              |           |                   |
|----------------------------------------|--------------|---------------|-------------|--------------|--------------|-------------|--------------|--------------|--------------|-----------|-------------------|
| County Probation                       | 7.59         | 0.17          | 0.72        | 3.47         | 0.28         | 1.20        | 7.38         | 2.69         | 23.50        | \$        | 1,330,241         |
| City Probation                         | 6.23         | 0.14          | 0.60        | 2.60         | 0.23         | 0.83        | 5.12         | 1.87         | 17.61        | \$        | 995,695           |
| Mental Health Court Probation          | 0.13         | 0.00          | 0.01        | 0.56         | 0.00         | 0.32        | 2.00         | 0.73         | 3.76         | \$        | 215,835           |
| DV Court Probation                     | 0.38         | 0.01          | 0.04        | 1.13         | 0.01         | 0.65        | 4.00         | 1.46         | 7.68         | \$        | 440,684           |
| <b>Subtotal Probation Costs</b>        | <b>14.33</b> | <b>0.32</b>   | <b>1.37</b> | <b>7.76</b>  | <b>0.53</b>  | <b>3.00</b> | <b>18.50</b> | <b>6.75</b>  | <b>52.55</b> | <b>\$</b> | <b>2,982,454</b>  |
| Probation as Percentage of Total Staff |              |               |             |              |              |             |              |              |              |           | 22.62%            |
| <b>Total District Court Costs</b>      | <b>23.75</b> | <b>125.00</b> | <b>2.76</b> | <b>11.94</b> | <b>36.06</b> | <b>4.59</b> | <b>3.00</b>  | <b>18.50</b> | <b>6.75</b>  | <b>\$</b> | <b>15,450,841</b> |

\*1.25 Judges included in OPJ - Does not include Judge Wacker's vacant position

\*11.10 SPT/Phone Clerks counted in OPJ

\*3.24 LT included in OPJ for SPT/Phone

\*1.06 CM included in OPJ for SPT/Phone

\*.41 Aides included in OPJ for SPT/Phone

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

Exhibit A - Final.xls (Tab: A)

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**ATTACHMENT "B" - TO THE FINANCIAL EXHIBIT**

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

Probation Staff as %

| Dpt_DISTRICT COURT(0530)           | 2004 Total District Court | Probation 22.62% where applicable | Net less probation | Comments       |
|------------------------------------|---------------------------|-----------------------------------|--------------------|----------------|
| CX FUND                            |                           |                                   |                    |                |
| 52110 OFFICE SUPPLIES              | 87,820                    | 19,863                            | 67,957             |                |
| 52185 INVENTORABLE MINOR EQUIPMENT | 15,329                    | 3,467                             | 11,862             |                |
| 52212 EDP SUPPLIES                 | 50,735                    | 11,475                            | 39,260             |                |
| 52215 PUBLICATIONS-UNDER \$500EA   | 11,891                    | -                                 | 11,891             |                |
| 52290 MISC OPERATING SUPPLIES      | 810                       | 183                               | 627                |                |
| 52291 TELCOM SUPPLIES              | 4,350                     | 984                               | 3,366              |                |
| 52390 MISC REPAIR/MAINT SUPPLS     | 2,190                     | 495                               | 1,695              |                |
| 53102 BANKING SERVICES             | 263                       | 59                                | 204                |                |
| 53105 OTHER CONTRACT/PROF SRVCS    | 1,006,093                 | -                                 | 1,006,093          | Adjusted below |
| 53106 EDP & MICROFICHE/FILM SVC    | 86,504                    | 19,565                            | 66,939             |                |
| 53110 ARTWORK CONTRACTS            | 152                       | 34                                | 118                |                |
| 53113A INTERPRETATION SERVICES     | 416,155                   | 62,715                            | 353,440            |                |
| 53211 TELCOM SERV-ONGOING CHRG     | 175,806                   | 39,763                            | 136,043            |                |
| 53212 TELCOM SERV-ONE TIME CHRG    | 25,758                    | 5,826                             | 19,932             |                |
| 53213 CELL PHONE/PAGER SERVICES    | 13,551                    | 3,065                             | 10,486             |                |
| 53220 POSTAGE                      | 82,041                    | 18,555                            | 63,486             |                |
| 53230 ADVERTISING                  | 118                       | 27                                | 91                 |                |
| 53310 TRAVEL & SUBSISTENCE EXP     | 9,542                     | -                                 | 9,542              |                |
| 53318 PRIVATE AUTO MILEAGE         | 11,623                    | 2,629                             | 8,994              |                |
| 53390 MISC TRANSPORTATION COSTS    | 11                        | 2                                 | 9                  |                |
| 53630 REPAIR/MAINT-EQUIPMENT       | 3,141                     | 710                               | 2,431              |                |
| 53634 REPAIR/MAINT-IT EQUIPMENT    | 62,745                    | (12,240)                          | 74,985             | Adjusted below |
| 53640 LAUNDRY SERVICE              | 136                       | -                                 | 136                |                |
| 53710 RENT-STRUCTURES & GROUNDS    | 5,496                     | -                                 | 5,496              |                |
| 53770 RENT-COPY MACHINE            | 142,731                   | 32,282                            | 110,449            |                |
| 53790 RENT-OTHER EQUIP & MACH      | 3,909                     | 884                               | 3,025              |                |
| 53803 MEMBERSHIPS                  | 12,275                    | 300                               | 11,975             |                |
| 53805 SPECIAL INVESTIGATIONS       | (76)                      | (17)                              | (59)               |                |
| 53806 PRINTING & BINDING           | 52,852                    | -                                 | 52,852             |                |
| 53810 TRAINING                     | 3,230                     | 731                               | 2,499              |                |
| 53813 TRAINING IT                  | 150                       | -                                 | 150                |                |
| 53821A JURY FEES & MILEAGE         | 117,532                   | -                                 | 117,532            | Adjusted below |
| 53826A WITNESS EXPENSE             | 39,762                    | -                                 | 39,762             |                |
| 53890 MISC SERVICES & CHARGES      | 6,210                     | 1,405                             | 4,805              |                |
| 55010 MOTOR POOL ER/R SERVICE      | 957                       | 216                               | 741                |                |
| 55021 ITS - O&M CHARGES            | 44,224                    | 10,002                            | 34,222             |                |
| 55025 ITS - INFRASTRUCTURE         | 193,827                   | 43,838                            | 149,989            |                |
| 55028 INFO RESOURCE MGMT           | 19,568                    | 4,426                             | 15,142             |                |
| 55032 TELCOM OVERHEAD              | 48,312                    | 10,927                            | 37,385             |                |
| 55144 PROPERTY SERVICES            | 573                       | 130                               | 443                |                |

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
 Exhibit A - Final.xls (Tab: B)  
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|                                         |                  |                |                  |                                  |
|-----------------------------------------|------------------|----------------|------------------|----------------------------------|
| 55145 FACILITIES MANAGEMENT             | 16,101           | 3,642          | 12,459           |                                  |
| 55160 CONST & FACLT MGMT                | 1,151,723        | 260,489        | 891,234          | Adjusted below                   |
| 55245 FINANCIAL MGMT SVCS S/S           | 136,017          | 30,763         | 105,254          |                                  |
| 55255 FINANCIAL MGMT SVCS REBATE        | (46,731)         | (10,569)       | (36,162)         |                                  |
| 55260 PRINTING/GRAPHIC ARTS S/S         | 1,416            | 320            | 1,096            |                                  |
| 55331 LONG-TERM LEASES                  | 527,188          | -              | 527,188          | Adjusted below                   |
| 55350 RADIO ACCESS                      | 563              | 127            | 436              |                                  |
| 55351 RADIO MAINTENANCE                 | 239              | 54             | 185              |                                  |
| 55352 RADIO SERVICES - GENERAL          | 10               | 2              | 8                |                                  |
| 55353 RADIO EQUIPMENT RESERVES          | 721              | 163            | 558              |                                  |
| 56740 EDP EQUIPMENT & SOFTWARE          | 94,186           | 21,305         | 72,891           |                                  |
| 56741 EDP HARDWARE                      | 24,666           | 5,579          | 19,087           |                                  |
| <b>Expenditures</b>                     | <b>4,664,405</b> | <b>594,176</b> | <b>4,070,229</b> |                                  |
| <b>CJ FUND</b>                          |                  |                |                  |                                  |
| 55025 ITS - INFRASTRUCTURE              | 17,512           | 3,961          | 13,551           |                                  |
| 55028 INFO RESOURCE MGMT                | 2,536            | 574            | 1,962            |                                  |
| T/T OIRM CIP                            | 5,739            | 1,298          | 4,441            |                                  |
| 58077 T/T OIRM CIP                      | 5,739            | 1,298          | 4,441            |                                  |
| <b>Expenditures</b>                     | <b>31,526</b>    | <b>7,130</b>   | <b>24,396</b>    |                                  |
| <b>Total District Court</b>             | <b>4,695,931</b> | <b>601,306</b> | <b>4,094,625</b> |                                  |
| <b>REMOVE ACCOUNTS:</b>                 |                  |                |                  |                                  |
| 53105 OTHER CONTRACT/PROF SVCS          |                  |                |                  |                                  |
| PRO TEMS                                | 360,356          | -              | 360,356          |                                  |
| AGENCY TEMP WORKERS                     | 91,467           | -              | 91,467           |                                  |
| 53634 REPAIR/MAINT-IT EQUIPMENT         | 116,862          | -              | 116,862          |                                  |
| 53821A JURY FEES 7 MILEAGE              | 8,659            | -              | 8,659            | 43832 Reimbursement of Jury Fees |
| 55160 CONST & FACLT MGMT                | 1,151,723        | 260,489        | 891,234          |                                  |
| 55331 LONG-TERM LEASES                  | 483,315          | -              | 483,315          |                                  |
| <b>Total Removed Accounts</b>           | <b>2,212,383</b> | <b>260,489</b> | <b>1,951,894</b> |                                  |
| <b>SubTotal to Apply Multiplier to:</b> | <b>2,483,548</b> | <b>340,817</b> | <b>2,142,731</b> |                                  |

Multiplier (from Program Budget Salaries/Benefits, see Tab A)  
"CITY CASE COSTS"

16.57%  
354,977

**Methodology/Definitions/Notes:**

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

# ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

## Current Expense Overhead

District Court CX Overhead by Category

Less Probation 22.62%

|                                   | <u>2004 CX Overhead<br/>amounts incurred<br/>by the CX fund on<br/>behalf of District<br/>Court</u> | <u>District Court<br/>Percentage<br/>less Probation</u> | <u>District Court<br/>Costs</u> | <u>Under Sheriff<br/>Contracts</u> | <u>Sheriff contract Allocation</u> | <u>% Allocation</u> | <u>City Case Costs</u> |
|-----------------------------------|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------|------------------------------------|------------------------------------|---------------------|------------------------|
| General Government                | \$ 356,710                                                                                          | 77.38%                                                  | \$ 276,032                      | \$ -                               |                                    |                     |                        |
| Personnel Services                | \$ 139,066                                                                                          | 77.38%                                                  | \$ 107,613                      | \$ 107,613                         | III. Current Expense Overhead      | 16.57%              | \$ 17,828              |
| Bus Pass Subsidy                  | \$ 52,298                                                                                           | 77.38%                                                  | \$ 40,470                       | \$ -                               |                                    |                     |                        |
| Ombudsman                         | \$ 15,497                                                                                           | 77.38%                                                  | \$ 11,992                       | \$ -                               |                                    |                     |                        |
| Fixed Assets Mgmt                 | \$ 1,863                                                                                            | 77.38%                                                  | \$ 1,442                        | \$ 1,442                           | III. Current Expense Overhead      | 16.57%              | \$ 239                 |
| Countywide Mail Service           | \$ 5,677                                                                                            | 77.38%                                                  | \$ 4,393                        | \$ -                               |                                    |                     |                        |
| State Auditor                     | \$ 14,320                                                                                           | 77.38%                                                  | \$ 11,081                       | \$ -                               |                                    |                     |                        |
| Budget Service/Strategic Planning | \$ 93,240                                                                                           | 77.38%                                                  | \$ 72,152                       | \$ -                               |                                    |                     |                        |
| Building Occupancy                | \$ 1,572,705                                                                                        | 100%                                                    | \$ 1,572,705                    | \$ 1,572,705                       | IV. Facilities Operating & Rent    | <b>Attachment D</b> |                        |
| Records Management                | \$ 8,262                                                                                            | 77.38%                                                  | \$ 6,393                        | \$ -                               |                                    |                     |                        |
| PAO                               | \$ 183,681                                                                                          | 77.38%                                                  | \$ 142,137                      | \$ -                               |                                    |                     |                        |
| Overhead to District Court:       | \$ 2,443,319                                                                                        |                                                         | \$ 1,681,760                    |                                    |                                    |                     | \$ 18,067              |

### Methodology/Definitions/Notes:

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

# ATTACHMENT "D" - TO THE FINANCIAL EXHIBIT

## District Court Facilities - Operating and Rent

Year 2007

| Facility  | Sq Footage<br>by facility | Dedicated<br>County/Other<br>Space | Dedicated<br>City Space | Shared Space | Total square<br>foot charge | Total facility<br>operating and<br>rent costs | Average or<br>Clerical Need<br>Percent and the<br>Judicial Need<br>Percent by<br>Facility: | City Case<br>Costs |
|-----------|---------------------------|------------------------------------|-------------------------|--------------|-----------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------|--------------------|
|           |                           |                                    |                         |              |                             |                                               |                                                                                            |                    |
| Bellevue  | -                         | -                                  | -                       | -            | -                           | -                                             | 59%                                                                                        | -                  |
| Burien    | 11,583                    | 757                                | -                       | 10,826       | \$ 24.45                    | 264,696                                       | 11%                                                                                        | 29,838             |
| Issaquah  | 15,017                    | 2,961                              | -                       | 12,056       | \$ 29.65                    | 357,460                                       | 10%                                                                                        | 35,479             |
| Redmond   | 11,666                    | 2,001                              | -                       | 9,665        | \$ 24.45                    | 236,309                                       | 29%                                                                                        | 67,642             |
| Shoreline | 11,524                    | 1,624                              | -                       | 9,900        | \$ 24.45                    | 242,055                                       | 35%                                                                                        | 84,307             |
| Kent      | 14,774                    | 8,249                              | -                       | 6,525        | \$ 24.45                    | 159,536                                       | 3%                                                                                         | 5,305              |
| Total     | 64,564                    | 15,592                             | -                       | 48,972       |                             | 1,260,057                                     |                                                                                            | 222,572            |

### Calculation of Multiplier by Facility:

| Clerical Need Percentage               |                                         |                                                       |     | Judicial Need Percentage               |                                         |                                                       | G = (C+F)/2                                                                               |
|----------------------------------------|-----------------------------------------|-------------------------------------------------------|-----|----------------------------------------|-----------------------------------------|-------------------------------------------------------|-------------------------------------------------------------------------------------------|
| A                                      | B                                       | C = B/A                                               |     | D                                      | E                                       | F = E/D                                               |                                                                                           |
| Total Clerical<br>Need per<br>Facility | Total<br>Contract City<br>Clerical Need | Percent of<br>Clerical Need<br>for Contract<br>Cities |     | Total Judicial<br>Need per<br>Facility | Total Contract<br>City Judicial<br>Need | Percent of<br>Judicial Need<br>for Contract<br>Cities | Average of<br>Clerical Need<br>Percent and the<br>Judicial Need<br>Percent by<br>Facility |
| Bellevue                               | 18.00                                   | 14.24                                                 | 79% | 2.68                                   | 1.03                                    | 39%                                                   | 59%                                                                                       |
| Burien                                 | 20.50                                   | 2.10                                                  | 10% | 3.63                                   | 0.45                                    | 12%                                                   | 11%                                                                                       |
| Issaquah                               | 13.50                                   | 1.62                                                  | 12% | 2.43                                   | 0.19                                    | 8%                                                    | 10%                                                                                       |
| Redmond                                | 22.00                                   | 6.11                                                  | 28% | 3.40                                   | 1.00                                    | 29%                                                   | 29%                                                                                       |
| Shoreline                              | 12.50                                   | 4.53                                                  | 36% | 2.08                                   | 0.69                                    | 33%                                                   | 35%                                                                                       |
| Kent                                   | 15.50                                   | 0.62                                                  | 4%  | 5.35                                   | 0.14                                    | 3%                                                    | 3%                                                                                        |

### Methodology/Definitions/Notes:

1. The rate for each year is calculated in the attachment (tab) "Facility Rates." Changing the year at the top of this sheet will update the facility rate.
2. Refer to Exhibits B and C for the overall methodology. Refer to the tab "Facility Rates" for the calculation of the Total Square Foot Charge. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Case Cost is the product of the multiplier by facility and the total facility operating and rent costs by facility.
3. Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.
4. Areas highlighted in yellow will change once the actual rate is determined in 2007, 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.

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: D)  
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# ATTACHMENT "E" - TO THE FINANCIAL EXHIBIT

## Security Costs per Facility

| Facility  | <u>Total Sheriff<br/>Security<br/>Costs per<br/>Facility</u> | <u>Average of<br/>Judicial<br/>percentage<br/>and clerical<br/>percentage</u> | <u>City Case<br/>Costs</u> |
|-----------|--------------------------------------------------------------|-------------------------------------------------------------------------------|----------------------------|
| Bellevue  | 147,131                                                      | 59%                                                                           | 86,533                     |
| Burien    | 147,131                                                      | 11%                                                                           | 16,586                     |
| Issaquah  | 147,131                                                      | 10%                                                                           | 14,603                     |
| Redmond   | 147,131                                                      | 29%                                                                           | 42,116                     |
| Shoreline | 147,131                                                      | 35%                                                                           | 51,245                     |
| Kent      | 147,131                                                      | 3%                                                                            | 4,893                      |
|           |                                                              |                                                                               | 215,975                    |

Cost of one year salary and benefits for one sheriff  
screener (SAIL) (2004 budget) \$ 65,613

Cost of one year salary and benefits for one sheriff  
deputy (2004 budget) \$ 81,518  
\$ 147,131

### Calculation of Multiplier by Facility:

|           | Clerical Need Percentage               |                                         |                                                       | Judicial Need Percentage               |                                         |                                                       | G = (C+F)/2                                                                      |
|-----------|----------------------------------------|-----------------------------------------|-------------------------------------------------------|----------------------------------------|-----------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------|
|           | A                                      | B                                       | C = B/A                                               | D                                      | E                                       | F = E/D                                               |                                                                                  |
|           | Total Clerical<br>Need per<br>Facility | Total<br>Contract City<br>Clerical Need | Percent of<br>Clerical Need<br>for Contract<br>Cities | Total Judicial<br>Need per<br>Facility | Total Contract<br>City Judicial<br>Need | Percent of<br>Judicial Need<br>for Contract<br>Cities | Average of Clerical Need<br>Percent and the Judicial<br>Need Percent by Facility |
| Bellevue  | 18.00                                  | 14.24                                   | 79%                                                   | 2.68                                   | 1.03                                    | 39%                                                   | 59%                                                                              |
| Burien    | 20.50                                  | 2.10                                    | 10%                                                   | 3.63                                   | 0.45                                    | 12%                                                   | 11%                                                                              |
| Issaquah  | 13.50                                  | 1.62                                    | 12%                                                   | 2.43                                   | 0.19                                    | 8%                                                    | 10%                                                                              |
| Redmond   | 22.00                                  | 6.11                                    | 28%                                                   | 3.40                                   | 1.00                                    | 29%                                                   | 29%                                                                              |
| Shoreline | 12.50                                  | 4.53                                    | 36%                                                   | 2.08                                   | 0.69                                    | 33%                                                   | 35%                                                                              |
| Kent      | 15.50                                  | 0.62                                    | 4%                                                    | 5.35                                   | 0.14                                    | 3%                                                    | 3%                                                                               |

### Methodology/Definitions/Notes:

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

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

Exhibit A - Final.xls (Tab: E)

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# ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

## Facilities - Call Center/Payment Center

| Year 2007      |             |              |                |            |           |
|----------------|-------------|--------------|----------------|------------|-----------|
| Facility       | Sq Footage  |              | Total per foot |            | City Case |
|                | by facility | Shared Space | cost           | Multiplier |           |
| Call Center    | 2,459       | 2,459        | \$ 24.45       | 16.57%     | 9,960     |
| Payment Center | 1,606       | 1,606        | \$ 24.45       | 16.57%     | 6,505     |
| Total Costs    |             |              |                |            | 16,465    |

### Methodology/Definitions/Notes:

1. The "Total per foot cost" rate for each year is calculated in the attachment "Facility Rates" pursuant to Exhibit B. Changing the year at the top of this sheet will update the facility rate.

## ATTACHMENT "G" - TO THE FINANCIAL EXHIBIT

### Reconciliation Costs

Total Costs for Reconciliation \$823

#### Calculation of Reconciliation Costs

| Staff person name                           | KCDC Director | KCDC Manager | OMB Budget Analyst | Total |
|---------------------------------------------|---------------|--------------|--------------------|-------|
| Hours spent on Reconciliation               | 13            |              |                    | 13    |
| Cost per hour (include Salary and Benefits) | \$ 63.32      |              |                    |       |
| Total Costs for reconciliation              | \$823         |              |                    | \$823 |

Specific Task done and hours spent on Reconciliation listed below

|                                           |       |
|-------------------------------------------|-------|
| Reconciliation Documents Preparation      | 7.00  |
| Review/ Analysis Reconciliation Documents | 1.00  |
| Preparing 2005 Estimates w/o four cities  | 5.00  |
| Sum of All Hours                          | 13.00 |

#### Methodology/Definitions/Notes:

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

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

Exhibit A - Final.xls (Tab: G)

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## 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                            |    | 16.57%    |                   |

|                                                         |        |
|---------------------------------------------------------|--------|
| City One-Time Electronic Court Records Technology Costs | 45,754 |
|---------------------------------------------------------|--------|

#### Background Information on Actual Costs for Electronic Court Records

##### By Account Code Detail

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

#### Methodology/Definitions/Notes:

1. Per section 4.8 of the contract, "The Cities' share of the payment to implement ECR shall be no more than \$56,745 for each year of this contract or any successor contract, up to a maximum of five years." The five years will be completed in 2009.

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

Exhibit A - Final.xls (Tab: H)

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**ATTACHMENT "I" - TO THE FINANCIAL EXHIBIT**

**One-Time Costs for Technology Improvement Projects**

|      | City Contribution |                 |            | Reserve           |              |                   |                |              |
|------|-------------------|-----------------|------------|-------------------|--------------|-------------------|----------------|--------------|
|      | Threshold         | City Multiplier | City Share | Beginning Balance | Expenditures | Interest Earnings | Ending Balance | Reserve Cap* |
| 2007 | 100,000           | 16.57%          | 16,567     |                   |              |                   |                |              |
| 2008 | 100,000           |                 |            |                   |              |                   |                |              |
| 2009 | 100,000           |                 |            |                   |              |                   |                |              |
| 2010 | 300,000           |                 |            |                   |              |                   |                |              |
| 2011 | 300,000           |                 |            |                   |              |                   |                |              |
| 2012 | 300,000           |                 |            |                   |              |                   |                |              |
| 2013 | 300,000           |                 |            |                   |              |                   |                |              |
| 2014 | 300,000           |                 |            |                   |              |                   |                |              |
| 2015 | 300,000           |                 |            |                   |              |                   |                |              |
| 2016 | 300,000           |                 |            |                   |              |                   |                |              |
| 2017 | 300,000           |                 |            |                   |              |                   |                |              |
| 2018 | 300,000           |                 |            |                   |              |                   |                |              |
| 2019 | 300,000           |                 |            |                   |              |                   |                |              |
| 2020 | 300,000           |                 |            |                   |              |                   |                |              |
| 2021 | 300,000           |                 |            |                   |              |                   |                |              |

**Methodology/Definitions/Notes:**

1. This Attachment is developed pursuant to Exhibit D. The City Multiplier is calculated in Attachment A. The City Case Cost is the product of the multiplier and the threshold unless adjusted or waived in any year where the reserve is projected to exceed the equivalent of the Cities' share of \$900,000 increased by 2% per year beginning in 2008.

## ATTACHMENT "J" - TO THE FINANCIAL EXHIBIT

### Dedicated City space

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

#### Methodology/Definitions/Notes:

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

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

Exhibit A - Final.xls (Tab: J)

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### Summary of All City Case Costs

This attachment (and Non-Facility City Case Costs and Facility City Case Costs) divide the overall City Case Costs as determined in Exhibit A to individual cities. 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 city's 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 |                                  |
|-----------------------------------|-------------------------------------------|----------------------|-----------------------|----------------------------------|
| Attachment                        | Item                                      | City Case Costs 2004 | Non-Facility Costs    | Facility Costs                   |
|                                   |                                           |                      | Clerical Weights      | % Clerical Need/Judicial Weights |
| A                                 | 2004 District Court Program Budget        |                      |                       |                                  |
|                                   | Salaries and Benefits less Probation      | 2,065,587            | \$ 2,065,587          |                                  |
| B                                 | Non-Facility costs/Non-CX overhead        |                      |                       |                                  |
|                                   | costs less probation                      | 354,977              | \$ 354,977            |                                  |
| C                                 | Current Expense Overhead                  | 18,067               | \$ 18,067             |                                  |
| D                                 | District Court Facilities - Operating and |                      |                       |                                  |
|                                   | Rent                                      | 222,572              |                       | \$ 222,572                       |
| E                                 | Security Costs per Facility               | 215,975              |                       | \$ 215,975                       |
| F                                 | Facilities - Call Center/Payment Center   | 16,465               | \$ 16,465             |                                  |
| G                                 | Reconciliation Costs                      | 823                  | 823                   |                                  |
| H                                 | One-Time Electronic Court Records         |                      |                       |                                  |
|                                   | Technology Costs based on Useful Life     | 45,754               | \$ 45,754             |                                  |
| I                                 | One-Time Costs for Technology             |                      |                       |                                  |
|                                   | Improvement Projects                      | 16,567               | \$ 16,567             |                                  |
| TOTAL CITY CASE COSTS IN 2004:    |                                           | 2,956,787            | \$ 2,518,240          | \$ 438,547                       |
| TOTAL CITY REVENUE IN 2004        |                                           | 3,499,854            |                       |                                  |

#### City Dedicated Costs

|                               |                      |           |
|-------------------------------|----------------------|-----------|
| J                             | Dedicated City space | -         |
| TOTAL CITY COSTS w/ DEDICATED |                      | 2,956,787 |

| City       | Non-Facility Costs | Facility Costs | Dedicated Costs* | Total City Case Costs | Total City Revenue | Difference  |
|------------|--------------------|----------------|------------------|-----------------------|--------------------|-------------|
| Beaux Arts | \$ -               | \$ -           | -                | \$ -                  | \$ -               | \$ -        |
| Bellevue   | \$ 1,227,258       | \$ 86,533      | -                | \$ 1,313,791          | \$ 1,549,008       | \$ 235,217  |
| Burien     | \$ 180,977         | \$ 46,424      | -                | \$ 227,401            | \$ 168,572         | \$ (58,829) |
| Carnation  | \$ 18,020          | \$ 3,301       | -                | \$ 21,321             | \$ 3,628           | \$ (17,693) |
| Covington  | \$ 53,056          | \$ 10,198      | -                | \$ 63,254             | \$ 63,109          | \$ (145)    |
| Duvall     | \$ 35,364          | \$ 5,107       | -                | \$ 40,471             | \$ 32,863          | \$ (7,608)  |
| Kenmore    | \$ 111,764         | \$ 37,197      | -                | \$ 148,961            | \$ 142,019         | \$ (6,942)  |
| North Bend | \$ 20,354          | \$ 10,497      | -                | \$ 30,851             | \$ 35,819          | \$ 4,968    |
| Redmond    | \$ 435,344         | \$ 93,315      | -                | \$ 528,659            | \$ 552,893         | \$ 24,233   |
| Sammamish  | \$ 72,100          | \$ 23,210      | -                | \$ 95,310             | \$ 122,300         | \$ 26,990   |
| Shoreline  | \$ 278,617         | \$ 98,355      | -                | \$ 376,972            | \$ 377,220         | \$ 248      |
| Skykomish  | \$ 102             | \$ 723         | -                | \$ 825                | \$ 210             | \$ (615)    |
| Snoqualmie | \$ 46,811          | \$ 16,377      | -                | \$ 63,188             | \$ 68,440          | \$ 5,253    |

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

Exhibit A - Final.xls (Tab: All City Case Costs)

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|             |    |           |    |         |   |    |           |    |         |
|-------------|----|-----------|----|---------|---|----|-----------|----|---------|
| Woodinville | \$ | 38,272    | \$ | 7,312   | - | \$ | 83,714    | \$ | 38,130  |
| Total       | \$ | 2,518,240 | \$ | 438,547 | - | \$ | 2,956,787 | \$ | 243,067 |

Notes:

\* See Attachment J

### Non-Facility City Case Costs

#### Summary of City Case Costs

| Total Costs per Summary Exhibit A |                                           |                      | Method for Allocation |                                  |
|-----------------------------------|-------------------------------------------|----------------------|-----------------------|----------------------------------|
| Attachment                        | Item                                      | City Case Costs 2004 | Non-Facility Costs    | Facility Costs                   |
|                                   |                                           |                      | Clerical Weights      | % Clerical Need/Judicial Weights |
| A                                 | 2004 District Court Program Budget        |                      |                       |                                  |
|                                   | Salaries and Benefits less Probation      | 2,065,587            | \$ 2,065,587          |                                  |
| B                                 | Non-Facility costs/Non-CX overhead        |                      |                       |                                  |
|                                   | costs less probation                      | 354,977              | \$ 354,977            |                                  |
| C                                 | Current Expense Overhead                  | 18,067               | \$ 18,067             |                                  |
| D                                 | District Court Facilities - Operating and |                      |                       |                                  |
|                                   | Rent                                      | 222,572              | \$                    | 222,572                          |
| E                                 | Security Costs per Facility               | 215,975              | \$                    | 215,975                          |
| F                                 | Facilities - Call Center/Payment Center   | 16,465               | \$ 16,465             |                                  |
| G                                 | Reconciliation Costs                      | 823                  | 823                   |                                  |
| H                                 | One-Time Electronic Court Records         |                      |                       |                                  |
|                                   | Technology Costs based on Useful Life     | 45,754               | \$ 45,754             |                                  |
| I                                 | One-Time Costs for Technology             |                      |                       |                                  |
|                                   | Improvement Projects                      | 16,567               | \$ 16,567             |                                  |
| TOTAL CITY CASE COSTS IN 2004:    |                                           | 2,956,787            | \$ 2,518,240          | \$ 438,547                       |
| TOTAL CITY REVENUE IN 2004        |                                           | \$ 3,199,854         |                       |                                  |

#### City Dedicated Costs

|                               |                      |           |
|-------------------------------|----------------------|-----------|
| J                             | Dedicated City space | -         |
| TOTAL CITY COSTS w/ DEDICATED |                      | 2,956,787 |

#### Clerical Usage

| City        | Total Weights | Percent of All Cities | Cost Distribution |
|-------------|---------------|-----------------------|-------------------|
| Beaux Arts  | 0             | 0.00%                 | \$ -              |
| Bellevue    | 59,933        | 48.73%                | \$ 1,227,258      |
| Burien      | 8,838         | 7.19%                 | \$ 180,977        |
| Carnation   | 880           | 0.72%                 | \$ 18,020         |
| Covington   | 2,591         | 2.11%                 | \$ 53,056         |
| Duvall      | 1,727         | 1.40%                 | \$ 35,364         |
| Kenmore     | 5,458         | 4.44%                 | \$ 111,764        |
| North Bend  | 994           | 0.81%                 | \$ 20,354         |
| Redmond     | 21,260        | 17.29%                | \$ 435,344        |
| Sammamish   | 3,521         | 2.86%                 | \$ 72,100         |
| Shoreline   | 13,616        | 11.07%                | \$ 278,817        |
| Skykomish   | 5             | 0.00%                 | \$ 102            |
| Snoqualmie  | 2,286         | 1.86%                 | \$ 46,811         |
| Woodinville | 1,869         | 1.52%                 | \$ 38,272         |
| Total       | 122,978       | 100%                  | \$ 2,518,240      |

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

Exhibit A - Final.xls (Tab: NonFacility City Case Costs)

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| By Attachment |                     |                   |                  |                  |               |                  |                  |              |      |      |
|---------------|---------------------|-------------------|------------------|------------------|---------------|------------------|------------------|--------------|------|------|
| City          | A                   | B                 | C                | F                | G             | H                | I                | Total        |      |      |
| Beaux-Arts    | \$ -                | \$ -              | \$ -             | \$ -             | \$ -          | \$ -             | \$ -             | \$ -         | \$ - | \$ - |
| Bellevue      | \$ 1,006,658        | \$ 172,997        | \$ 8,805         | \$ 8,024         | \$ 401        | \$ 22,298        | \$ 8,074         | \$ 1,227,258 |      |      |
| Burien        | \$ 148,447          | \$ 25,511         | \$ 1,298         | \$ 1,183         | \$ 59         | \$ 3,288         | \$ 1,191         | \$ 180,977   |      |      |
| Carnation     | \$ 14,781           | \$ 2,540          | \$ 129           | \$ 118           | \$ 6          | \$ 327           | \$ 119           | \$ 18,020    |      |      |
| Covington     | \$ 43,519           | \$ 7,479          | \$ 381           | \$ 347           | \$ 17         | \$ 964           | \$ 349           | \$ 53,056    |      |      |
| Duvall        | \$ 29,007           | \$ 4,985          | \$ 254           | \$ 231           | \$ 12         | \$ 643           | \$ 233           | \$ 35,364    |      |      |
| Kenmore       | \$ 91,675           | \$ 15,755         | \$ 802           | \$ 731           | \$ 37         | \$ 2,031         | \$ 735           | \$ 111,764   |      |      |
| North Bend    | \$ 16,696           | \$ 2,869          | \$ 148           | \$ 133           | \$ 7          | \$ 370           | \$ 134           | \$ 20,354    |      |      |
| Redmond       | \$ 357,091          | \$ 61,367         | \$ 3,123         | \$ 2,848         | \$ 142        | \$ 7,910         | \$ 2,864         | \$ 435,344   |      |      |
| Sammamish     | \$ 59,140           | \$ 10,163         | \$ 517           | \$ 471           | \$ 24         | \$ 1,310         | \$ 474           | \$ 72,100    |      |      |
| Shoreline     | \$ 228,700          | \$ 39,303         | \$ 2,000         | \$ 1,823         | \$ 91         | \$ 5,066         | \$ 1,834         | \$ 278,817   |      |      |
| Skykomish     | \$ 84               | \$ 14             | \$ 1             | \$ 1             | \$ 0          | \$ 2             | \$ 1             | \$ 102       |      |      |
| Snoqualmie    | \$ 38,397           | \$ 6,599          | \$ 336           | \$ 306           | \$ 15         | \$ 851           | \$ 308           | \$ 46,811    |      |      |
| Woodinville   | \$ 31,392           | \$ 5,395          | \$ 275           | \$ 250           | \$ 13         | \$ 695           | \$ 252           | \$ 38,272    |      |      |
| <b>Total</b>  | <b>\$ 2,065,587</b> | <b>\$ 354,977</b> | <b>\$ 18,067</b> | <b>\$ 16,465</b> | <b>\$ 823</b> | <b>\$ 45,754</b> | <b>\$ 16,567</b> |              |      |      |

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: NonFacility City Case Costs)  
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# Facility City Case Costs

## Summary of City Case Costs

| Total Costs per Summary Exhibit A |                                           |                      | Method for Allocation                  |                                                          |
|-----------------------------------|-------------------------------------------|----------------------|----------------------------------------|----------------------------------------------------------|
| Attachment                        | Item                                      | City Case Costs 2004 | Non-Facility Costs<br>Clerical Weights | Facility Costs<br>% Clerical<br>Need/Judicial<br>Weights |
| A                                 | 2004 District Court Program Budget        | 2,065,587            | \$ 2,065,587                           |                                                          |
| B                                 | Salaries and Benefits less Probation      |                      |                                        |                                                          |
| C                                 | Non-Facility costs/Non-CX overhead        | 354,977              | \$ 354,977                             |                                                          |
| D                                 | costs less probation                      | 18,067               | \$ 18,067                              |                                                          |
| E                                 | Current Expense Overhead                  |                      |                                        |                                                          |
| F                                 | District Court Facilities - Operating and |                      |                                        |                                                          |
| G                                 | Rent                                      | 222,572              |                                        | \$ 222,572                                               |
| H                                 | Security Costs per Facility               | 215,975              |                                        | \$ 215,975                                               |
| I                                 | Facilities - Call Center/Payment Center   | 16,465               | \$ 16,465                              |                                                          |
| J                                 | Reconciliation Costs                      | 823                  | 823                                    |                                                          |
| K                                 | One-Time Electronic Court Records         |                      |                                        |                                                          |
| L                                 | Technology Costs based on Useful Life     | 45,754               | \$ 45,754                              |                                                          |
| M                                 | One-Time Costs for Technology             |                      |                                        |                                                          |
| N                                 | Improvement Projects                      | 16,587               | \$ 16,587                              |                                                          |
| TOTAL CITY CASE COSTS IN 2004:    |                                           | 2,956,787            | \$ 2,518,240                           | \$ 438,547                                               |
| TOTAL CITY REVENUE IN 2004:       |                                           | 3,199,854            |                                        |                                                          |

## City Dedicated Costs

|                               |                      |           |
|-------------------------------|----------------------|-----------|
| J                             | Dedicated City space |           |
| TOTAL CITY COSTS w/ DEDICATED |                      | 2,956,787 |

## Facility and Security Costs

Spreading Attachment D and E across each City

## Calculation of Multiplier by Facility:

|             | Clerical Need Percentage         |                                      |                                                  | Judicial Need Percentage            |                                      |                                                  | Average of the percent<br>values of the Clerical<br>Need by Facility<br>Method and the<br>Judicial Need by<br>Facility Method | Attachment D                   | Attachment E       |                |
|-------------|----------------------------------|--------------------------------------|--------------------------------------------------|-------------------------------------|--------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------|----------------|
|             | Total Clerical Need per Facility | Total Contract City<br>Clerical Need | Percent of Clerical<br>Need for Contract<br>City | Total Judicial Need<br>per Facility | Total Contract City<br>Judicial Need | Percent of<br>Judicial Need<br>for Contract City |                                                                                                                               | District Court<br>Facilities - | Security Costs per | Total per City |
|             |                                  |                                      |                                                  |                                     |                                      |                                                  |                                                                                                                               | Operating and Rent             | Facility           |                |
| Belleveue   | 18.00                            | 14.24                                |                                                  | 2.88                                | 1.03                                 |                                                  |                                                                                                                               | 0                              | 86,533             |                |
| Belleveue   |                                  | 14.24                                | 100.00%                                          |                                     | 1.03                                 | 100.00%                                          | 100.00%                                                                                                                       | 0                              | 86,533             | 86,533         |
| Beaux Arts  |                                  | 0.00                                 | 0%                                               |                                     | 0.00                                 | 0%                                               | 0.00%                                                                                                                         | 0                              | 0                  | 0              |
| Burien      | 20.50                            | 2.10                                 |                                                  | 3.63                                | 0.45                                 |                                                  |                                                                                                                               | 29,838                         | 16,586             |                |
| Burien      |                                  | 2.10                                 | 100.00%                                          |                                     | 0.45                                 | 100.00%                                          | 100.00%                                                                                                                       | 29,838                         | 16,586             | 46,424         |
| Issaquah    | 13.50                            | 1.62                                 |                                                  | 2.43                                | 0.19                                 |                                                  |                                                                                                                               | 35,479                         | 14,603             |                |
| North Bend  |                                  | 0.24                                 | 14.62%                                           |                                     | 0.06                                 | 27.30%                                           | 20.96%                                                                                                                        | 7,436                          | 3,061              | 10,497         |
| Sammamish   |                                  | 0.84                                 | 51.77%                                           |                                     | 0.08                                 | 40.91%                                           | 46.34%                                                                                                                        | 16,442                         | 6,788              | 23,230         |
| Snoqualmie  |                                  | 0.54                                 | 33.61%                                           |                                     | 0.06                                 | 31.79%                                           | 32.70%                                                                                                                        | 11,601                         | 4,775              | 16,377         |
| Redmond     | 22.00                            | 0.11                                 |                                                  | 3.40                                | 1.00                                 |                                                  |                                                                                                                               | 67,642                         | 42,115             |                |
| Carnation   |                                  | 0.21                                 | 3.42%                                            |                                     | 0.03                                 | 2.60%                                            | 3.01%                                                                                                                         | 2,034                          | 1,267              | 3,301          |
| Duvall      |                                  | 0.41                                 | 6.71%                                            |                                     | 0.03                                 | 2.60%                                            | 4.65%                                                                                                                         | 3,147                          | 1,980              | 5,107          |
| Redmond     |                                  | 5.05                                 | 82.59%                                           |                                     | 0.88                                 | 87.45%                                           | 85.02%                                                                                                                        | 57,509                         | 35,805             | 93,315         |
| Skykomish   |                                  | 0.00                                 | 0.02%                                            |                                     | 0.01                                 | 1.30%                                            | 0.65%                                                                                                                         | 446                            | 277                | 723            |
| Woodinville |                                  | 0.44                                 | 7.26%                                            |                                     | 0.06                                 | 6.06%                                            | 6.66%                                                                                                                         | 4,506                          | 2,898              | 7,412          |
| Shoreline   | 12.50                            | 4.53                                 |                                                  | 2.08                                | 0.69                                 |                                                  |                                                                                                                               | 84,307                         | 51,245             |                |
| Kenmore     |                                  | 1.30                                 | 28.81%                                           |                                     | 0.18                                 | 26.27%                                           | 27.44%                                                                                                                        | 23,135                         | 14,062             | 37,197         |
| Shoreline   |                                  | 3.23                                 | 71.39%                                           |                                     | 0.51                                 | 73.73%                                           | 72.56%                                                                                                                        | 61,172                         | 37,183             | 98,355         |
| Kent        | 15.50                            | 0.62                                 |                                                  | 5.35                                | 0.14                                 |                                                  |                                                                                                                               | 5,305                          | 4,893              |                |
| Covington   |                                  | 0.62                                 | 100.00%                                          |                                     | 0.14                                 | 100.00%                                          | 100.00%                                                                                                                       | 5,305                          | 4,893              | 10,198         |
| Total       |                                  |                                      |                                                  |                                     |                                      |                                                  |                                                                                                                               | 222,572                        | 215,975            | 438,547        |

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

Exhibit A - Final.xls (Tab: Facility City Case Costs)

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### County/Other Dedicated Space

| <u>Facility</u> | <u>Sq Footage by facility</u> | <u>Dedicated County/Other Space</u> | <u>Description</u>                                                                                                                                                                                                                                                       |
|-----------------|-------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bellevue        | -                             | -                                   |                                                                                                                                                                                                                                                                          |
| Burien          | 11,583                        | 757                                 | County prosecutor occupies two rooms in NW corner of facility. 1070 sf is vacant, previously occupied by County prosecutor. 1891 sf for                                                                                                                                  |
| Issaquah        | 15,017                        | 2,961                               | DC probation.<br>County prosecutor occupies three rooms off the lobby hallway. County public defender, learning disability program, and victim advocate (state cases) occupy three rooms to the right of the main entrance. 981 USF is included for an unused courtroom. |
| Redmond         | 11,666                        | 2,001                               | DC probation occupies several offices off the main lobby hallway. 1020 USF is included for an unused courtroom.                                                                                                                                                          |
| Shoreline       | 11,524                        | 1,624                               |                                                                                                                                                                                                                                                                          |
| Kent            | 14,774                        | 8,249                               | Kent municipal court and DC probation occupy space in the Aukeen facility.                                                                                                                                                                                               |
| <b>Total</b>    | <b>64,564</b>                 | <b>15,592</b>                       |                                                                                                                                                                                                                                                                          |

**Note:**

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

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

Exhibit A - Final.xls (Tab: DedicatedCountySpace)

2/13/2006 10:16 AM

|                             | Shared Court Costs<br>Year 2002 YTD Revenues |                                              |                                            | Shared Court Costs<br>Year 2003 YTD Revenues |                                              |                                            | Shared Court Costs<br>Year 2004 YTD Revenues |                                              |                                            |
|-----------------------------|----------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------|----------------------------------------------|--------------------------------------------|----------------------------------------------|----------------------------------------------|--------------------------------------------|
|                             | 100% Revenue<br>Collected                    | 75% Revenue<br>Collected -<br>County Portion | 25% Revenue<br>Collected - City<br>Portion | 100% Revenue<br>Collected                    | 75% Revenue<br>Collected -<br>County Portion | 25% Revenue<br>Collected -<br>City Portion | 100% Revenue<br>Collected                    | 75% Revenue<br>Collected -<br>County Portion | 25% Revenue<br>Collected -<br>City Portion |
| Beaux Arts                  | 0                                            | 0                                            | 0                                          | 0                                            | 0                                            | 0                                          | 0                                            | 0                                            | 0                                          |
| Bellevue                    | 1,839,222                                    | 1,379,416                                    | 459,805                                    | 1,830,902                                    | 1,373,176                                    | 457,725                                    | 1,549,008                                    | 1,161,756                                    | 387,252                                    |
| Burien                      | 156,819                                      | 117,614                                      | 39,205                                     | 183,311                                      | 137,483                                      | 45,828                                     | 188,572                                      | 126,429                                      | 42,143                                     |
| Camation                    | 16,088                                       | 12,066                                       | 4,022                                      | 7,799                                        | 5,849                                        | 1,950                                      | 3,626                                        | 2,724                                        | 907                                        |
| Covington                   | 76,028                                       | 51,403                                       | 19,007                                     | 93,175                                       | 69,882                                       | 23,294                                     | 63,169                                       | 47,377                                       | 15,792                                     |
| Duvall                      | 57,558                                       | 43,168                                       | 14,389                                     | 48,503                                       | 36,377                                       | 12,126                                     | 32,863                                       | 24,647                                       | 8,216                                      |
| Issaquah                    | 147,082                                      | 110,312                                      | 36,771                                     | 176,511                                      | 132,383                                      | 44,128                                     | 173,886                                      | 130,415                                      | 43,472                                     |
| Kenmore                     | 198,934                                      | 149,200                                      | 49,733                                     | 155,493                                      | 116,620                                      | 38,873                                     | 42,019                                       | 106,514                                      | 35,505                                     |
| Mercer Island               | 225,577                                      | 169,182                                      | 56,394                                     | 206,461                                      | 154,845                                      | 51,615                                     | 147,572                                      | 110,679                                      | 36,893                                     |
| Newcastle                   | 26,465                                       | 19,849                                       | 6,616                                      | 24,853                                       | 18,640                                       | 6,213                                      | 38,091                                       | 28,569                                       | 9,523                                      |
| Normandy Park               | 46,543                                       | 34,908                                       | 11,636                                     | 45,104                                       | 33,828                                       | 11,276                                     | 43,433                                       | 32,574                                       | 10,858                                     |
| North Bend                  | 22,556                                       | 16,917                                       | 5,639                                      | 28,893                                       | 21,670                                       | 7,223                                      | 35,319                                       | 26,864                                       | 8,955                                      |
| Redmond                     | 705,471                                      | 529,103                                      | 176,368                                    | 679,338                                      | 509,503                                      | 169,834                                    | 552,893                                      | 414,659                                      | 138,223                                    |
| Sammamish                   | 141,588                                      | 106,191                                      | 35,397                                     | 136,743                                      | 102,557                                      | 34,186                                     | 122,800                                      | 91,725                                       | 30,575                                     |
| Shoreline                   | 422,625                                      | 316,968                                      | 105,656                                    | 495,332                                      | 371,499                                      | 123,833                                    | 377,220                                      | 282,915                                      | 94,305                                     |
| Skykomish                   |                                              |                                              |                                            | 1,372                                        | 1,029                                        | 343                                        | 3,270                                        | 058                                          | 53                                         |
| Snoqualmie                  | 74,466                                       | 55,842                                       | 18,614                                     | 81,012                                       | 60,759                                       | 20,253                                     | 68,440                                       | 51,330                                       | 17,110                                     |
| Woodinville                 | 115,261                                      | 86,446                                       | 28,815                                     | 99,180                                       | 74,385                                       | 24,795                                     | 85,714                                       | 62,765                                       | 20,928                                     |
|                             | 4,272,273                                    | 3,198,586                                    | 1,068,068                                  | 4,293,981                                    | 3,220,486                                    | 1,073,495                                  | 3,602,836                                    | 2,702,127                                    | 900,709                                    |
| Total City Revenue          | 4,272,273                                    |                                              |                                            | 4,293,981                                    |                                              |                                            | 3,602,836                                    |                                              |                                            |
| Less non-contract cities    | -147,082                                     |                                              |                                            | -176,511                                     |                                              |                                            | -402,982                                     |                                              |                                            |
| Total Contract City Revenue | 4,125,191                                    |                                              |                                            | 4,117,470                                    |                                              |                                            | 3,199,854                                    |                                              |                                            |

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: Revenue)  
2/13/2006 10:16 AM

| 2005 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE |                       |                           |              |                     |                         |                         |               |                 |                       |                               |              |                    |
|-------------------------------------------------------|-----------------------|---------------------------|--------------|---------------------|-------------------------|-------------------------|---------------|-----------------|-----------------------|-------------------------------|--------------|--------------------|
| JURISDICTION                                          | Infraction<br>Traffic | Infraction<br>Non-Traffic | DUI          | Criminal<br>Traffic | Criminal<br>Non-Traffic | Protection<br>AH/Orders | Civil         | Small<br>Claims | Expedited<br>Hearings | PC Jail<br>Felony<br>Hearings | Parking      | Total Jan -<br>Aug |
| State/County                                          | 45,692                | 1,886                     | 2,783        | 923                 | 3,774                   | 1,460                   | 15,773        | 4,782           | 604                   | 5,508                         | 3,018        | 86,203             |
| Vashon Island                                         | 134                   | 3                         | 8            | 2                   | 6                       | 0                       | 0             | 0               | 0                     | 0                             | 90           | 243                |
| <b>Total State/County</b>                             | <b>45,826</b>         | <b>1,889</b>              | <b>2,791</b> | <b>925</b>          | <b>3,780</b>            | <b>1,460</b>            | <b>15,773</b> | <b>4,782</b>    | <b>604</b>            | <b>5,508</b>                  | <b>3,108</b> | <b>86,446</b>      |
| Beaux Arts                                            | 0                     | 0                         | 0            | 0                   | 0                       | 0                       | 0             | 0               | 0                     | 0                             | 0            | 0                  |
| Bellevue                                              | 14,567                | 70                        | 163          | 263                 | 814                     | 0                       | 0             | 0               | 0                     | 0                             | 5,032        | 20,909             |
| Burien                                                | 1,147                 | 19                        | 70           | 111                 | 400                     | 0                       | 0             | 0               | 0                     | 0                             | 171          | 1,918              |
| Camation                                              | 224                   | 0                         | 3            | 2                   | 17                      | 0                       | 0             | 0               | 0                     | 0                             | 9            | 255                |
| Covington                                             | 350                   | 14                        | 10           | 47                  | 93                      | 0                       | 0             | 0               | 0                     | 0                             | 200          | 714                |
| Duvall                                                | 444                   | 0                         | 7            | 12                  | 21                      | 0                       | 0             | 0               | 0                     | 0                             | 40           | 524                |
| Issaquah                                              | 69                    | 0                         | 0            | 0                   | 4                       | 0                       | 0             | 0               | 0                     | 0                             | 6            | 79                 |
| Kenmore                                               | 1,105                 | 14                        | 35           | 46                  | 138                     | 0                       | 0             | 0               | 0                     | 0                             | 155          | 1,493              |
| Mercer Island                                         | 10                    | 0                         | 0            | 0                   | 0                       | 0                       | 0             | 0               | 0                     | 0                             | 0            | 10                 |
| Newcastle                                             | 17                    | 0                         | 0            | 0                   | 0                       | 0                       | 0             | 0               | 0                     | 0                             | 0            | 17                 |
| Normandy Park                                         | 4                     | 0                         | 0            | 0                   | 0                       | 0                       | 0             | 0               | 0                     | 0                             | 0            | 4                  |
| North Bend                                            | 185                   | 0                         | 2            | 7                   | 39                      | 0                       | 0             | 0               | 0                     | 0                             | 12           | 245                |
| Redmond                                               | 4,354                 | 27                        | 133          | 259                 | 441                     | 0                       | 0             | 0               | 0                     | 0                             | 773          | 5,987              |
| Sammamish                                             | 636                   | 48                        | 21           | 20                  | 116                     | 0                       | 0             | 0               | 0                     | 0                             | 103          | 944                |
| Shoreline                                             | 2,777                 | 44                        | 83           | 109                 | 363                     | 0                       | 0             | 0               | 0                     | 0                             | 228          | 3,604              |
| Skykomish                                             | 1                     | 1                         | 0            | 0                   | 0                       | 0                       | 0             | 0               | 0                     | 0                             | 0            | 2                  |
| Snoqualmie                                            | 386                   | 4                         | 40           | 17                  | 63                      | 0                       | 0             | 0               | 0                     | 0                             | 17           | 527                |
| Woodinville                                           | 288                   | 2                         | 17           | 17                  | 64                      | 0                       | 0             | 0               | 0                     | 0                             | 119          | 507                |
| <b>Total Contract Cities</b>                          | <b>26,564</b>         | <b>243</b>                | <b>534</b>   | <b>910</b>          | <b>2,573</b>            | <b>0</b>                | <b>0</b>      | <b>0</b>        | <b>0</b>              | <b>0</b>                      | <b>6,365</b> | <b>37,739</b>      |
| <b>Total KCDC</b>                                     | <b>72,390</b>         | <b>2,132</b>              | <b>3,325</b> | <b>1,835</b>        | <b>6,353</b>            | <b>1,460</b>            | <b>15,773</b> | <b>4,782</b>    | <b>604</b>            | <b>5,508</b>                  | <b>9,473</b> | <b>124,185</b>     |

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: Filings by Casetype (2005))  
2/13/2006 10:16 AM

| 2005 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE |                       |                           |        |                     |                         |                         |         |                 |                       |                               |         |                    |
|----------------------------------------------------------------|-----------------------|---------------------------|--------|---------------------|-------------------------|-------------------------|---------|-----------------|-----------------------|-------------------------------|---------|--------------------|
|                                                                | Infraction<br>Traffic | Infraction<br>Non-Traffic | DUI    | Criminal<br>Traffic | Criminal<br>Non-Traffic | Protection<br>AH/Orders | Civil   | Small<br>Claims | Expedited<br>Hearings | PC Jail<br>Felony<br>Hearings | Parking | Total Jan -<br>Aug |
| WEIGHTS - CLERICAL                                             | 3                     | 2                         | 10     | 8                   | 9                       | 4                       | 7       | 6               | 8                     | 2                             | 1       |                    |
| JURISDICTION                                                   |                       |                           |        |                     |                         |                         |         |                 |                       |                               |         |                    |
| State/County                                                   | 137,076               | 3,772                     | 27,830 | 7,384               | 33,966                  | 5,840                   | 110,411 | 28,692          | 4,832                 | 11,016                        | 3,018   | 373,837            |
| Vashon Island                                                  | 402                   | 6                         | 80     | 16                  | 54                      | 0                       | 0       | 0               | 0                     | 0                             | 90      | 648                |
| Total State/County                                             | 137,478               | 3,778                     | 27,910 | 7,400               | 34,020                  | 5,840                   | 110,411 | 28,692          | 4,832                 | 11,016                        | 3,108   | 374,485            |
| Beaux Arts                                                     | 0                     | 0                         | 0      | 0                   | 0                       | 0                       | 0       | 0               | 0                     | 0                             | 0       | 0                  |
| Bellevue                                                       | 43,701                | 140                       | 1,630  | 2,104               | 7,326                   | 0                       | 0       | 0               | 0                     | 0                             | 5,032   | 59,933             |
| Burien                                                         | 3,441                 | 38                        | 700    | 888                 | 3,600                   | 0                       | 0       | 0               | 0                     | 0                             | 171     | 8,838              |
| Camation                                                       | 672                   | 0                         | 30     | 16                  | 153                     | 0                       | 0       | 0               | 0                     | 0                             | 9       | 880                |
| Covington                                                      | 1,050                 | 28                        | 100    | 376                 | 837                     | 0                       | 0       | 0               | 0                     | 0                             | 200     | 2,591              |
| Duvall                                                         | 1,332                 | 0                         | 70     | 96                  | 189                     | 0                       | 0       | 0               | 0                     | 0                             | 40      | 1,727              |
| Issaquah                                                       | 207                   | 0                         | 0      | 0                   | 36                      | 0                       | 0       | 0               | 0                     | 0                             | 6       | 249                |
| Kenmore                                                        | 3,315                 | 28                        | 350    | 368                 | 1,242                   | 0                       | 0       | 0               | 0                     | 0                             | 155     | 5,458              |
| Mercer Island                                                  | 30                    | 0                         | 0      | 0                   | 0                       | 0                       | 0       | 0               | 0                     | 0                             | 0       | 30                 |
| Newcastle                                                      | 51                    | 0                         | 0      | 0                   | 0                       | 0                       | 0       | 0               | 0                     | 0                             | 0       | 51                 |
| Normandy Park                                                  | 12                    | 0                         | 0      | 0                   | 0                       | 0                       | 0       | 0               | 0                     | 0                             | 0       | 12                 |
| North Bend                                                     | 555                   | 0                         | 20     | 56                  | 351                     | 0                       | 0       | 0               | 0                     | 0                             | 12      | 994                |
| Redmond                                                        | 13,062                | 54                        | 1,330  | 2,072               | 3,969                   | 0                       | 0       | 0               | 0                     | 0                             | 773     | 21,260             |
| Sammamish                                                      | 1,908                 | 96                        | 210    | 160                 | 1,044                   | 0                       | 0       | 0               | 0                     | 0                             | 103     | 3,521              |
| Shoreline                                                      | 8,331                 | 88                        | 830    | 872                 | 3,267                   | 0                       | 0       | 0               | 0                     | 0                             | 228     | 13,616             |
| Skykomish                                                      | 3                     | 2                         | 0      | 0                   | 0                       | 0                       | 0       | 0               | 0                     | 0                             | 0       | 5                  |
| Snoqualmie                                                     | 1,158                 | 8                         | 400    | 136                 | 567                     | 0                       | 0       | 0               | 0                     | 0                             | 17      | 2,286              |
| Woodinville                                                    | 864                   | 4                         | 170    | 136                 | 576                     | 0                       | 0       | 0               | 0                     | 0                             | 119     | 1,869              |
| Total Contract Cities                                          | 29,692                | 246                       | 5,840  | 7,280               | 23,157                  | 0                       | 0       | 0               | 0                     | 0                             | 6,865   | 123,320            |
|                                                                | 217,170               | 4,024                     | 33,750 | 14,680              | 57,177                  | 5,840                   | 110,411 | 28,692          | 4,832                 | 11,016                        | 9,973   | 497,805            |

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: Weighted Filings (2005))  
2/13/2006 10:16 AM

| KING COUNTY DISTRICT COURT JUDICIAL ALLOCATION 2004 |                                                 |                                              |                                        |                                                     |                             |                                |                              |
|-----------------------------------------------------|-------------------------------------------------|----------------------------------------------|----------------------------------------|-----------------------------------------------------|-----------------------------|--------------------------------|------------------------------|
|                                                     | Judicial<br>Allocation<br>for KC<br>Infractions | Judicial<br>Allocation<br>for KC<br>Criminal | Judicial<br>Allocation<br>for KC Civil | Judicial<br>Allocation for<br>Special<br>Assignment | City Judicial<br>Allocation | KCDC Ex<br>Parte<br>Allocation | Total Judicial<br>Allocation |
| <b>JURISDICTION</b>                                 |                                                 |                                              |                                        |                                                     |                             |                                |                              |
| King County - Bellevue                              | 0.60                                            | 0.98                                         | 0.00                                   | 0.00                                                |                             | 0.07                           | 1.65                         |
| Beaux Arts                                          |                                                 |                                              |                                        |                                                     | 0.00                        | 0.00                           | 0.00                         |
| Bellevue                                            |                                                 |                                              |                                        |                                                     | 0.99                        | 0.04                           | 1.03                         |
| Mercer Island                                       |                                                 |                                              |                                        |                                                     | 0.00                        | 0.00                           | 0.00                         |
| Newcastle                                           |                                                 |                                              |                                        |                                                     | 0.00                        | 0.00                           | 0.00                         |
| Total Bellevue                                      | 0.60                                            | 0.98                                         | 0.00                                   | 0.00                                                | 0.99                        | 0.11                           | 2.68                         |
| King County - Issaquah                              | 0.38                                            | 0.58                                         | 0.71                                   | 0.48                                                |                             | 0.09                           | 2.23                         |
| Issaquah                                            |                                                 |                                              |                                        |                                                     | 0.00                        | 0.00                           | 0.00                         |
| North Bend                                          |                                                 |                                              |                                        |                                                     | 0.05                        | 0.00                           | 0.05                         |
| Sammamish                                           |                                                 |                                              |                                        |                                                     | 0.08                        | 0.00                           | 0.08                         |
| Snoqualmie                                          |                                                 |                                              |                                        |                                                     | 0.06                        | 0.00                           | 0.06                         |
| Total Issaquah                                      | 0.38                                            | 0.58                                         | 0.71                                   | 0.48                                                | 0.18                        | 0.10                           | 2.43                         |
| King County - Redmond                               | 0.55                                            | 1.12                                         | 0.14                                   | 0.50                                                |                             | 0.10                           | 2.40                         |
| Carnation                                           |                                                 |                                              |                                        |                                                     | 0.03                        | 0.00                           | 0.03                         |
| Duvall                                              |                                                 |                                              |                                        |                                                     | 0.03                        | 0.00                           | 0.03                         |
| Redmond                                             |                                                 |                                              |                                        |                                                     | 0.84                        | 0.03                           | 0.88                         |
| Skykomish                                           |                                                 |                                              |                                        |                                                     | 0.01                        | 0.00                           | 0.01                         |
| Woodinville                                         |                                                 |                                              |                                        |                                                     | 0.06                        | 0.00                           | 0.06                         |
| Total Redmond                                       | 0.55                                            | 1.12                                         | 0.14                                   | 0.50                                                | 0.96                        | 0.14                           | 3.40                         |
| King County - Shoreline                             | 0.40                                            | 0.85                                         | 0.08                                   | 0.00                                                |                             | 0.05                           | 1.38                         |
| Kenmore                                             |                                                 |                                              |                                        |                                                     | 0.18                        | 0.01                           | 0.18                         |
| Shoreline                                           |                                                 |                                              |                                        |                                                     | 0.49                        | 0.02                           | 0.51                         |
| Total Shoreline                                     | 0.40                                            | 0.85                                         | 0.08                                   | 0.00                                                | 0.67                        | 0.08                           | 2.08                         |
| <b>Total East Division</b>                          | <b>1.93</b>                                     | <b>3.53</b>                                  | <b>0.93</b>                            | <b>0.98</b>                                         | <b>2.81</b>                 | <b>0.42</b>                    | <b>10.59</b>                 |
| King County - Burien                                | 0.68                                            | 1.83                                         | 0.05                                   | 0.50                                                |                             | 0.13                           | 3.19                         |
| Burien                                              |                                                 |                                              |                                        |                                                     | 0.43                        | 0.02                           | 0.45                         |
| Normandy Park                                       |                                                 |                                              |                                        |                                                     | 0.00                        | 0.00                           | 0.00                         |
| Total Burien                                        | 0.68                                            | 1.83                                         | 0.05                                   | 0.50                                                | 0.43                        | 0.14                           | 3.63                         |

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Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: Judicial Allocation)  
2/13/2006 10:16 AM

|                        |      |      |      |      |      |      |       |
|------------------------|------|------|------|------|------|------|-------|
| King County - Kent     | 0.10 | 1.59 | 0.60 | 2.70 |      | 0.21 | 5.20  |
| Covington              |      |      |      |      | 0.14 | 0.01 | 0.14  |
| Total Kent             | 0.10 | 1.59 | 0.60 | 2.70 | 0.14 | 0.21 | 5.35  |
| Total South Division   | 0.78 | 3.42 | 0.66 | 3.20 | 0.57 | 0.26 | 8.98  |
| King County - Seattle  | 0.10 | 0.81 | 1.37 | 1.72 |      | 0.17 | 4.17  |
| Total Seattle Division | 0.10 | 0.81 | 1.37 | 1.72 | 0.00 | 0.17 | 4.17  |
| Total KCDC             | 2.80 | 7.76 | 2.97 | 5.90 | 3.37 | 0.94 | 23.75 |

|               | KCDC<br>Allocation | Jury<br>Allocation | Add Ex Parte<br>KCDC | Total Assigned<br>to City Contract |
|---------------|--------------------|--------------------|----------------------|------------------------------------|
| Covington     | 0.11               | 0.03               | 0.00                 | 0.14                               |
| Bellevue      | 0.83               | 0.17               | 0.03                 | 1.03                               |
| Beaux Arts    | 0.00               | 0.00               | 0.00                 | 0.00                               |
| Mercer Island |                    |                    |                      | 0.00                               |
| Issaquah      |                    |                    |                      | 0.00                               |
| North Bend    | 0.03               | 0.03               | 0.00                 | 0.05                               |
| Sammamish     | 0.05               | 0.03               | 0.00                 | 0.08                               |
| Snoqualmie    | 0.05               | 0.01               | 0.00                 | 0.06                               |
| Carnation     | 0.03               | 0.00               | 0.00                 | 0.03                               |
| Duvall        | 0.03               | 0.00               | 0.00                 | 0.03                               |
| Redmond       | 0.78               | 0.07               | 0.03                 | 0.87                               |
| Skykomish     | 0.01               | 0.00               | 0.00                 | 0.01                               |
| Woodinville   | 0.05               | 0.01               | 0.00                 | 0.06                               |
| Newcastle     |                    |                    |                      | 0.00                               |
| Kenmore       | 0.13               | 0.05               | 0.01                 | 0.18                               |
| Shoreline     | 0.43               | 0.07               | 0.02                 | 0.51                               |
| Burien        | 0.39               | 0.04               | 0.02                 | 0.45                               |
| Normandy Park |                    |                    |                      | 0.00                               |
|               | 2.89               | 0.49               | 0.12                 | 3.49                               |

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

| Location | KCDC Ex Parte Allocation<br>Program | Need  |
|----------|-------------------------------------|-------|
| KCD      | Ex Parte                            | 0.94  |
|          | Total                               | 0.94  |
|          |                                     | 4.13% |

| Special Assignment Judges        |      |
|----------------------------------|------|
| DWLS Court Burien                | 0.50 |
| DWLS Court Seattle               | 0.25 |
| MH Court                         | 0.35 |
| DV Court Redmond                 | 0.50 |
| DV Court RJC                     | 1.00 |
| Old city work done by King count | 0.48 |
| Superior Court Assistance        | 1.20 |
| Jail/Felony/Expediteds RJC       | 0.50 |
| Jail/Felony/Expediteds Seattle   | 1.00 |
| Inquests                         | 0.12 |
| Total                            | 5.90 |

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: Judicial Allocation)  
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| 2005 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION |        |                             |             |                           |                  |                   |                     |                     |
|-------------------------------------------------------|--------|-----------------------------|-------------|---------------------------|------------------|-------------------|---------------------|---------------------|
|                                                       | 118.24 | Total<br>Caseload<br>Weight | % of Weight | % of 118.24<br>Clerk FTEs | Passport<br>FTEs | Specialty<br>FTEs | Centralized<br>FTEs | Total<br>Allocation |
| JURISDICTION                                          |        |                             |             |                           |                  |                   |                     |                     |
| State/County                                          |        | 373,837                     | 75.10%      | 88.80                     | 2.51             | 12.25             | 11.26               | 114.82              |
| Vashon Island                                         |        | 648                         | 0.13%       | 0.15                      |                  |                   | 0.02                | 0.17                |
| Total State/County                                    |        | 374,485                     | 75.23%      | 88.95                     | 2.51             | 12.25             | 11.28               | 114.99              |
| Beaux Arts                                            |        | 0                           | 0.00%       | 0.00                      |                  |                   | 0.00                | 0.00                |
| Bellevue                                              |        | 59,933                      | 12.04%      | 14.24                     |                  |                   | 1.81                | 16.04               |
| Burien                                                |        | 8,838                       | 1.78%       | 2.10                      |                  |                   | 0.27                | 2.37                |
| Carnation                                             |        | 880                         | 0.18%       | 0.21                      |                  |                   | 0.03                | 0.24                |
| Covington                                             |        | 2,591                       | 0.52%       | 0.62                      |                  |                   | 0.08                | 0.69                |
| Duvall                                                |        | 1,727                       | 0.35%       | 0.41                      |                  |                   | 0.05                | 0.46                |
| Issaquah                                              |        | 249                         | 0.05%       | 0.06                      |                  |                   | 0.01                | 0.07                |
| Kenmore                                               |        | 5,458                       | 1.10%       | 1.30                      |                  |                   | 0.16                | 1.46                |
| Mercer Island                                         |        | 30                          | 0.01%       | 0.01                      |                  |                   | 0.00                | 0.01                |
| Newcastle                                             |        | 51                          | 0.01%       | 0.01                      |                  |                   | 0.00                | 0.01                |
| Normandy Park                                         |        | 12                          | 0.00%       | 0.00                      |                  |                   | 0.00                | 0.00                |
| North Bend                                            |        | 994                         | 0.20%       | 0.24                      |                  |                   | 0.03                | 0.27                |
| Redmond                                               |        | 21,260                      | 4.27%       | 5.05                      |                  |                   | 0.64                | 5.69                |
| Sammamish                                             |        | 3,521                       | 0.71%       | 0.84                      |                  |                   | 0.11                | 0.94                |
| Shoreline                                             |        | 13,616                      | 2.74%       | 3.23                      |                  |                   | 0.41                | 3.64                |
| Skykomish                                             |        | 5                           | 0.00%       | 0.00                      |                  |                   | 0.00                | 0.00                |
| Snoqualmie                                            |        | 2,286                       | 0.46%       | 0.54                      |                  |                   | 0.07                | 0.61                |
| Woodinville                                           |        | 1,869                       | 0.38%       | 0.44                      |                  |                   | 0.06                | 0.50                |
| Total Contract Cities                                 |        | 123,920                     | 24.77%      | 29.29                     | 0.00             | 0.00              | 3.72                | 33.01               |
|                                                       |        | 497,805                     | 100.00%     | 118.24                    | 2.51             | 12.25             | 15.00               | 148.00              |

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: Clerical Allocation 2005)  
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| PASSPORT FEES PROJECTED 2005        |         |                     |                  |             |
|-------------------------------------|---------|---------------------|------------------|-------------|
| Court                               | Dollars | Passports<br>issued | Clerk<br>Minutes | Clerk Value |
| Total Dollars                       | 480,476 | 16,016              | 213,331          | 2.51        |
| Passport Fee is \$30                |         |                     |                  |             |
| Clerk Minutes per passport is 13.32 |         |                     |                  |             |
| Clerk Minutes per year is 85,006.56 |         |                     |                  |             |

|                      |        |
|----------------------|--------|
| Total FTES as Clerks | 148.00 |
| Passport Clerks      | 2.51   |
| Specialty FTES       | 12.25  |
| Centralized FTES     | 15.00  |
| Clerks by %          | 118.24 |

| Clerks at Location |        |
|--------------------|--------|
| Bellevue           | 18.00  |
| Burien             | 20.50  |
| Issaquah           | 13.50  |
| Kent               | 15.50  |
| Redmond            | 22.00  |
| RJC                | 9.00   |
| Seattle            | 21.00  |
| Shoreline          | 12.50  |
| Call Center        | 11.00  |
| Payment Ctr        | 5.00   |
| Total              | 148.00 |

| SPECIALTY FTEs |             |        |
|----------------|-------------|--------|
| Court          | Program     | Clerks |
| Kent           | DV Court    | 2.25   |
| Seattle        | DV Court    | 1.75   |
| Seattle        | DWLS Court  | 0.75   |
| RJC            | Jail        | 2.00   |
| Seattle        | Jail        | 2.00   |
| Burien         | DWLS Court  | 1.50   |
| Seattle        | MH Court    | 1.00   |
| Kent           | Video Clerk | 1.00   |
|                |             | 12.25  |

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

Note: The attachments in this exhibit are examples for the purpose of demonstrating the methodology for reconciliation pursuant to Section 4.3 of the Agreement.  
Exhibit A - Final.xls (Tab: Clerical Allocation 2005)

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### FACILITY RATES

| Burien, Kent, Redmond, Shoreline, and Support Services Facility Rates |                                                                              |             |                      |                |       |                 |                       |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------|-------------|----------------------|----------------|-------|-----------------|-----------------------|
|                                                                       | FMD RATE                                                                     | Capped Rate | Inflation multiplier | Contract Rate* | Rent  | Escalation Rate | Total Facility Charge |
| 2007                                                                  | 12.65                                                                        | 12.65       |                      | 12.65          | 11.80 | 2%              | 24.45                 |
| 2008                                                                  |                                                                              | 13.03       | 1.030                | -              | 12.04 | 2%              | 12.04                 |
| 2009                                                                  |                                                                              | 13.42       | 1.061                | -              | 12.28 | 2%              | 12.28                 |
| 2010                                                                  | This rate is a placeholder pending calculation in accordance with Exhibit B. | 13.83       | 1.093                | -              | 12.52 | 2%              | 12.52                 |
| 2011                                                                  |                                                                              | 14.24       | 1.126                | -              | 12.77 | 2%              | 12.77                 |
| 2012                                                                  |                                                                              | 14.66       | 1.159                | -              | 13.03 | 2%              | 13.03                 |
| 2013                                                                  |                                                                              | 15.10       | 1.194                | -              | 13.29 | 2%              | 13.29                 |
| 2014                                                                  |                                                                              | 15.56       | 1.230                | -              | 13.55 | 2%              | 13.55                 |
| 2015                                                                  |                                                                              | 16.03       | 1.267                | -              | 13.83 | 2%              | 13.83                 |
| 2016                                                                  |                                                                              | 16.51       | 1.305                | -              | 14.10 | 2%              | 14.10                 |

Footnote:

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

| Issaquah Facility Rate |                                                                              |             |                      |                |       |                       |
|------------------------|------------------------------------------------------------------------------|-------------|----------------------|----------------|-------|-----------------------|
|                        | FMD RATE                                                                     | Capped Rate | Inflation multiplier | Contract Rate* | Lease | Total Facility Charge |
| 2007                   | 12.65                                                                        | 12.65       |                      | 12.65          | 17.00 | 29.65                 |
| 2008                   |                                                                              | 13.03       | 1.030                | -              | 17.51 | 17.51                 |
| 2009                   |                                                                              | 13.42       | 1.061                | -              | 18.04 | 18.04                 |
| 2010                   | This rate is a placeholder pending calculation in accordance with Exhibit C. | 13.83       | 1.093                | -              | 18.58 | 18.58                 |
| 2011                   |                                                                              | 14.24       | 1.126                | -              | 19.13 | 19.13                 |
| 2012                   |                                                                              | 14.66       | 1.159                | -              | 19.71 | 19.71                 |
| 2013                   |                                                                              | 15.10       | 1.194                | -              | 20.30 | 20.30                 |
| 2014                   |                                                                              | 15.56       | 1.230                | -              | 20.91 | 20.91                 |
| 2015                   |                                                                              | 16.03       | 1.267                | -              | 21.54 | 21.54                 |
| 2016                   |                                                                              | 16.51       | 1.305                | -              | 22.18 | 22.18                 |

Footnote:

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

Exhibit A - Final.xls (Tab: Facility Rates)

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\* 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.

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

Exhibit A - Final.xls (Tab: Facility Rates)

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

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

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

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

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

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

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

1. Beginning in 2007 and continuing through 2016, the annual facility charge for the existing Issaquah facility is the net square footage pursuant to Section 3.2 multiplied by 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.

|             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|
| <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> |
| \$17.00     | \$17.51     | \$18.04     | \$18.58     | \$19.13     |
| <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> |
| \$19.71     | \$20.30     | \$20.91     | \$21.54     | \$22.18     |

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

# 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 | Annual      |                 | Revised Payment | OPTION A -<br>No residual rate | OPTION B -<br>No residual & Escalating payment | Total Reduction from Std | OPTION C -<br>Option B plus major maintenance |           |         |
|-----------------|----------|--------------------------|--------------------|-------------|-------------|------------------|-------------|-----------------|-----------------|--------------------------------|------------------------------------------------|--------------------------|-----------------------------------------------|-----------|---------|
|                 |          |                          |                    |             |             |                  | Std Rate    | Residual Credit |                 |                                |                                                |                          |                                               |           |         |
| 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 |          |                          |                    |             |             | NPV              | \$4,806,081 | \$1,544,026     | \$3,262,055     | 196.0                          | 196.0                                          |                          |                                               |           |         |
| End of 20 PV    |          |                          |                    |             |             |                  |             |                 |                 | 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 1<sup>st</sup> following the date of termination.

# Exhibit C

## Court Facility Service Responsibility Matrix

\*\*For all services other than those for which King County is responsible, contact FIXIT. 452-4610 or email [fixit@bellevuewa.gov](mailto:fixit@bellevuewa.gov)

| SERVICE | COB | **Owner | King County |
|---------|-----|---------|-------------|
|---------|-----|---------|-------------|

### CUSTOMER RESPONSE & DISPATCH

|                                                                                  |   |  |  |
|----------------------------------------------------------------------------------|---|--|--|
| FIXIT 452-4610 or <a href="mailto:fixit@bellevuewa.gov">fixit@bellevuewa.gov</a> | x |  |  |
|----------------------------------------------------------------------------------|---|--|--|

### EMERGENCY SERVICES

|                                                   |   |   |  |
|---------------------------------------------------|---|---|--|
| 24 hr response to weather-related issues          |   | x |  |
| 24 hr response to major disasters                 | x |   |  |
| emergency building planning/ recovery/ relocation | x |   |  |
| building evacuation training & planning           | x |   |  |
| Building damage assessment                        | x |   |  |
| emergency power systems/response                  | x |   |  |
| snow removal parking areas/sidewalks              |   | x |  |
| Blood borne pathogen compliance                   | x |   |  |

### PREVENTIVE MAINTENANCE

|                                       |   |   |  |
|---------------------------------------|---|---|--|
| building site inspections             |   | x |  |
| custodial inspections                 | x |   |  |
| painting                              |   |   |  |
| interior common areas                 |   | x |  |
| office spaces                         | x |   |  |
| exterior building                     |   | x |  |
| roofs                                 |   |   |  |
| roof/parapet wall maintenance         |   | x |  |
| drain/downspout maintenance           |   | x |  |
| inspections                           |   | x |  |
| plumbing systems                      |   |   |  |
| floor drains                          |   | x |  |
| HVAC systems oversight/maintenance    |   | x |  |
| carpet cleaning                       |   |   |  |
| common areas/conference rooms/lobbies | x |   |  |
| office spaces                         | x |   |  |
| emergency spot cleaning               | x |   |  |
| pest control service                  |   | x |  |

### BUILDING SAFETY & SECURITY

|                                         |   |   |   |
|-----------------------------------------|---|---|---|
| cardkey systems management              | x |   | x |
| repair & maintenance                    | x |   | x |
| security system monitoring/response     | x |   | x |
| Building security/key policy management | x |   | x |
| locksmith repair & maintenance          | x |   | x |
| fire alarm testing                      | x | x |   |
| panic alarms                            | x |   | x |
| fire suppression system testing         | x | x |   |
| building code and compliance            | x | x |   |
| security system alterations             | x |   | x |
| specialized security systems            | x |   | x |

| SERVICE | COB | **Owner | King<br>County |
|---------|-----|---------|----------------|
|---------|-----|---------|----------------|

#### SITE MAINTENANCE

|                                           |  |   |  |
|-------------------------------------------|--|---|--|
| pressure washing sidewalks                |  | X |  |
| parking lot sweeping                      |  | X |  |
| parking lot lighting repair & maintenance |  | X |  |
| parking lot striping/patching             |  | X |  |
| landscape Services                        |  |   |  |
| mowing / edging                           |  | X |  |
| fertilizing                               |  | X |  |
| pruning to 10'                            |  | X |  |
| barking                                   |  | X |  |
| irrigation system monitoring              |  | X |  |
| replacement shrubbery                     |  | X |  |
| Storm Drainage Maintenance                |  | X |  |

#### CUSTODIAL SERVICES

Frequency of custodial services will be determined once the building is completed, and at a minimum will be consistent with standards at City facilities with similar levels of public use.

|                                  |   |  |  |
|----------------------------------|---|--|--|
| contract management              | X |  |  |
| Administrative Office Areas      |   |  |  |
| *vacuuming                       |   |  |  |
| common areas                     | X |  |  |
| office spaces                    | X |  |  |
| edging                           | X |  |  |
| trash removal                    | X |  |  |
| restrooms                        | X |  |  |
| dusting                          | X |  |  |
| window washing exterior/interior | X |  |  |
| vacuuming upholstery             | X |  |  |

#### TECHNICAL SERVICES

|                                       |   |   |   |
|---------------------------------------|---|---|---|
| HVAC temperature control              |   | X |   |
| HVAC/elec troubleshooting             |   | X |   |
| lighting systems repair/monitoring    |   | X |   |
| electrical power needs assessment     |   | X |   |
| plumbing repairs                      |   | X |   |
| signage                               |   |   |   |
| internal building                     | X |   | X |
| campus directional (maintenance)      |   | X |   |
| indoor air quality testing/monitoring |   | X |   |



## Exhibit D

### **TENANT IMPROVEMENT COST REIMBURSEMENT AGREEMENT**

This Tenant Improvement Cost Reimbursement Agreement (“Reimbursement Agreement”) is part of and incorporated into that certain Office Space Use Agreement (the “Use Agreement”) between King County, a political subdivision of the State of Washington (hereinafter called “County”) and the City of Bellevue, a municipal corporation (hereinafter called “City”) for the Premises, as defined and described in the Use Agreement, and as authorized pursuant to the Interlocal Agreement for Provision of District Court Services Between King County and the City of Bellevue, dated December 28, 2006, as amended and extended (the “Court Services Agreement”). Capitalized terms shall have the meaning defined in the Use Agreement unless otherwise specific herein.

1. **City Obligations.** The Court Services Agreement, Section 3.3, provides that the City and County may engage in certain capital improvement projects for facilities related to the provision of district court services.
  - A. The sharing of the costs relating to the provision of capital improvements is also addressed in Section 3.3 thereof. Pursuant to that authorization, the City has undertaken to cause certain Tenant Improvements to the Premises identified in the Use Agreement and other planning documents.
  - B. The City has entered into a lease for district court facilities and shall cause its landlord thereunder to construct the Tenant Improvements in accordance with the City’s final approved plans and specifications (the “Plans”), a copy of which shall be provided to the County at its request.
  - C. The City shall deliver to the County the Premises with the Tenant Improvements on or before the date specified in Section 18 of the Use Agreement.
2. **Substantial Completion.** The Tenant Improvements shall be deemed substantially complete when each of the following have occurred subject only to completion of customary “punch list” items: (a) the City shall have notified the County in writing that the Tenant Improvements are substantially complete in accordance with the Plans; (b) the City has been issued a certificate of occupancy or temporary certificate of occupancy such that the City and County are legally entitled to occupy the Premises for its permitted use; and (c) the director of the King County Facilities Management Division shall have issued a written statement to the City confirming that the Tenant Improvements are sufficiently complete in accordance with the Plans to permit the County to utilize the Premises for the intended uses as defined in the Use Agreement and the Court Services Agreement. The County shall not unreasonably withhold, delay or condition its concurrence. The City agrees to provide the County no less than ten (10) business days advance notice of the anticipated Substantial Completion date, for the sole purpose of determining Substantial Completion hereunder.
3. **Cost Allocation.** The City shall provide the County with a detailed scope of work, along with invoices for those items identified in Attachment 1, the costs of which are split 50/50 between the Parties, subject to the limitation in section 5 of this Reimbursement Agreement. The County shall then respond to the City in writing agreeing to the specific costs to be paid by the County or disputing the same. Unless the County disputes a specific charge or charges, the County shall reimburse the City in full within thirty (30) days of receiving the invoice from the City.
4. **Dispute Resolution.** If the City and County dispute the costs to be paid by the County, the parties shall work in good faith to expeditiously resolve the dispute. Should the parties be unable to resolve the dispute within sixty (60) days of the date that the County receives written notice of the dispute from the City, the parties may elect to submit the dispute to non-binding mediation. Notwithstanding any contrary provision in the Use Agreement or Court Services Agreement, the mediator shall be selected using the following procedure: The City

and County shall each propose a mediator. In the event the parties do not select the same mediator, the two proposed mediators shall select a third mediator, who shall be the sole mediator of the dispute between the City and County for purposes of this Reimbursement Agreement. Alternatively, the City and County may select a mediator in any manner in which both parties agree. The City and County shall pay the costs of mediation equally.

5. **Not-to-Exceed Price.** The County shall be liable to the City for no more than a total of \$125,000 for any and all costs of those items identified in Attachment 1 as being split 50/50 by the Parties.

**KING COUNTY**

**CITY OF BELLEVUE**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Attachment 1 to EXHIBIT D – WORK LETTER FOR TENANT IMPROVEMENTS**

**DISTRICT COURT - BELLEVUE**

**April 9, 2015**

|                                                                          | Items                                                                                                                                                                                                                                                                            | City provided | County provided |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| <b>Furniture/Fixtures</b>                                                |                                                                                                                                                                                                                                                                                  |               |                 |
|                                                                          | Lobby (furniture available at move-in only)                                                                                                                                                                                                                                      | X             |                 |
|                                                                          | Probation suite including break room                                                                                                                                                                                                                                             | X             |                 |
|                                                                          | Shared lunchroom (furniture available at move-in only)                                                                                                                                                                                                                           | X             |                 |
|                                                                          | Prosecution and Defense (counsel) tables in courtrooms with down view glass inserts and hardware.                                                                                                                                                                                | X             |                 |
|                                                                          | All built-in casework in court rooms, clerks' front counter, lunchrooms, mail/copy/print rooms                                                                                                                                                                                   | X             |                 |
|                                                                          | Public Defender screener's office                                                                                                                                                                                                                                                | X             |                 |
|                                                                          | Courtroom benches                                                                                                                                                                                                                                                                | X             |                 |
|                                                                          | PSO area on ground level                                                                                                                                                                                                                                                         | X             |                 |
|                                                                          | All courtroom free-standing furnishings                                                                                                                                                                                                                                          |               | X               |
|                                                                          | Courtroom jury chairs (remove then install in new location)                                                                                                                                                                                                                      |               | X               |
|                                                                          | Court Admin area (north wing) (less lunchroom tables and chairs)                                                                                                                                                                                                                 |               | X               |
|                                                                          | All other furniture                                                                                                                                                                                                                                                              |               | X               |
|                                                                          | Artwork (remove / install in new location)                                                                                                                                                                                                                                       |               | X               |
| <b>Equipment: PC's, printers, copiers, telephones, kitchen equipment</b> |                                                                                                                                                                                                                                                                                  |               |                 |
|                                                                          | Prosecutor Computers, Printers                                                                                                                                                                                                                                                   | X             |                 |
|                                                                          | Public Defender Computers                                                                                                                                                                                                                                                        |               | X               |
|                                                                          | Probation suite                                                                                                                                                                                                                                                                  | X             |                 |
|                                                                          | Public Defender screener's office                                                                                                                                                                                                                                                | X             |                 |
|                                                                          | PSO area on ground level                                                                                                                                                                                                                                                         | X             |                 |
|                                                                          | Dishwasher in Break Room                                                                                                                                                                                                                                                         | X             |                 |
|                                                                          | Dishwasher in Lunch Room Included in TIs per COB                                                                                                                                                                                                                                 | X             |                 |
|                                                                          | All other KC equipment (incl. safe, refrigerator, microwave etc.)                                                                                                                                                                                                                |               | X               |
| <b>IT/AV</b>                                                             |                                                                                                                                                                                                                                                                                  |               |                 |
|                                                                          | Provide all pipe, power and box required for all KC supplied AV/IT system device locations. This includes Phones, WAPS, (wireless access points), audio reinforcement and recording systems, amplification system, microphones, docket display monitors, printers, copiers, etc. | X             |                 |
|                                                                          | Design, supply, move, install, configure, test, commission and support KC required IT and AV system devices. KC will have a separate independent LAN/WAN                                                                                                                         |               | X               |

**Attachment 1 to EXHIBIT D – WORK LETTER FOR TENANT IMPROVEMENTS**

**DISTRICT COURT - BELLEVUE**

**April 9, 2015**

|                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                |    |    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|
|                                                                                                                                                                                                                                                                                                                | network.                                                                                                                                                                                                                                                       |    |    |
|                                                                                                                                                                                                                                                                                                                | Design, supply, move, install, configure, test, commission and support any required IT and/or AV system devices for Probation.                                                                                                                                 | X  |    |
|                                                                                                                                                                                                                                                                                                                | Separate and independent LAN/WAN Network                                                                                                                                                                                                                       | X  | X  |
|                                                                                                                                                                                                                                                                                                                | Shared KC/COB fiber connection to Building                                                                                                                                                                                                                     | 50 | 50 |
|                                                                                                                                                                                                                                                                                                                | Note: "Bellevue District Court Relocation Project AV and IT System Descriptions and Requirements Summary Revision: 08/14/14a" prepared by Robert Fitzsimmons is the guiding document outlining requirements and responsibilities for IT/AV for both KC and COB |    |    |
| <b>Security System (Screening, Access Control and Alarms)</b>                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                |    |    |
|                                                                                                                                                                                                                                                                                                                | Design, supply, move, install, configure, test, commission and support Security system for In-Custody area and duress alarms only in the Probation Suite                                                                                                       | X  |    |
|                                                                                                                                                                                                                                                                                                                | Pipe, power and box to all security device locations                                                                                                                                                                                                           | X  |    |
|                                                                                                                                                                                                                                                                                                                | Design, supply, move, install, configure, test, commission and support all components of the Security System (cameras, card readers, intrusion alarms, duress intercom and alarms) with the exception stated above                                             |    | X  |
|                                                                                                                                                                                                                                                                                                                | CAT6 Cable to all security device locations as required                                                                                                                                                                                                        |    | X  |
|                                                                                                                                                                                                                                                                                                                | Provide security cabinet in data room and any UPS needed for security, IT/AV systems Project electrical contractor to install.                                                                                                                                 |    | X  |
|                                                                                                                                                                                                                                                                                                                | Full-size lockers (4) for screener and marshals                                                                                                                                                                                                                |    | X  |
| <p><b>NOTE:</b> The "Bellevue District Court Security Power, Pipe, Box Requirements" document dated and signed 9/11/14 provides more detail regarding the design, installation and managements of the security system for the Court and is the agreement outlining the respective City/KC responsibilities</p> |                                                                                                                                                                                                                                                                |    |    |
| <b>Signage</b>                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                |    |    |
|                                                                                                                                                                                                                                                                                                                | Public areas, way finding, and common areas                                                                                                                                                                                                                    | 50 | 50 |
|                                                                                                                                                                                                                                                                                                                | Probation suite                                                                                                                                                                                                                                                | X  |    |
|                                                                                                                                                                                                                                                                                                                | Court administration suite                                                                                                                                                                                                                                     |    | X  |
| <b>Consultant time</b>                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                |    |    |
|                                                                                                                                                                                                                                                                                                                | RLF Enterprises, Ltd. – IT Consultant                                                                                                                                                                                                                          | 50 | 50 |
|                                                                                                                                                                                                                                                                                                                | Hargis Engineers - Low voltage design incl. security.                                                                                                                                                                                                          | 50 | 50 |

**DEPARTMENT OF EXECUTIVE SERVICES  
Facilities Management Division**

**Key Card ID Access System - Policies & Procedures**

**DEFINITIONS:**

**1. Employee ID:** An employee photo ID card issued by King County DES/FMD which may also allow for specific building and/or room access using a “Key Card”.

**2. Key Card:** An employee/individual ID issued for use in designated key ports to gain access to facilities such as secured buildings/rooms and parking garages. Key card access is granted after a written request is made; and a background check & fingerprinting process is conducted and approved by an authorized access Grantor.

**3. Generic Key Card:** A non-photo key card that provides a more limited building access to certain facilities/areas. Generic cards may be granted after a written request is made and a protocol for monitoring the use of such card is approved by King County DES/FMD. Generic Cards are assigned to specific persons/agencies per site and are not transferable to others. Generic Key Cards may have an assigned expiration date.

**4. Access Level:** A time range into which key card holders are grouped. The different access levels determine which groups may enter facilities/areas at designated times. After- hours access for vendors/contractors/service providers requires a background check in order to be granted access.

**5. Grantor:** Person designated by the County and/or City of Bellevue to approve requests for ID/Key Cards. Person also responsible for transmitting the list of approved and cleared staff to King County DES/FMD for ID Cards. Also responsible for keeping on file, and updating, the protocols each agency has for tracking any generic cards issued to them.

**PROCEDURES: ID Card Requests:**

- Complete an ID/Key Card Request Form.
- Have form signed by appropriate Grantor.
- Fill out appropriate forms for clearance – police form, technology form, and facilities form. See attached flow chart and sample forms.
- Complete background check and fingerprinting process.
- Grantor sends list of approved persons to King County DES/FMD Security ID Access Unit. Attach certification letter for each applicant confirming that the background check was completed successfully.
- Individual brings signed forms, along with some type of picture ID (e.g. drivers’ license) to designated DES/FMD/Security Building Services ID Access Unit.
- Sign in at the ID Access Unit.
- DES/FMD/ID Access Unit Employee reviews forms for completeness, including authorized signature of Grantor.

- If forms are completed correctly, and individual is on the previously transmitted approved list, the form is initialed and dated.
- Individual's data is added to the appropriate ID Access Unit data base.
- For photo, individual shall not wear any head wear such as hats, scarves, headbands, or baseball caps.
- Photo is taken, cropped and centered for the ID Card.
- Card will also show correct jurisdiction (County/City), Department or Division.
- Card will be issued by King County DES/FMD/ID/Access Unit.
- All forms are filed according to individual name, jurisdiction, and department.
- All Terminated/Retired individual forms are stored as required by King County Record Management requirements.
- The City of Bellevue is required to return cards for all terminated/retired individuals to King County.

## **POLICIES:**

**6.1** King County DES/FMD/Security -Administrative Services shall maintain an ID access system that can include bus pass or key card access for King County employees and others, and has the authority to control issuance, replacement or cancellation of any issued ID card. Bus passes are provided to King County employees upon the authorization of the office of Human Resources and the Employee Transportation Program.

**6.1.1** King County Employees who are eligible for a fully subsidized bus pass will have their Employee ID Modified to also serve as a bus pass, unless the employee declines the bus pass benefit.

**6.1.2** King County Employees who receive an Employee ID/bus pass from DES/FMD must sign an Employee Bus Pass Authorization form that describes the Employee ID/bus pass termination policy and authorizes the County to deduct a replacement fee if the pass is not turned in to their supervisor prior to the terminated Employees payroll cutoff date for their final paycheck.

**6.1.3** Individuals whose job duties require access to specific facilities/areas will have their ID card modified by the DES/FMD/ID Access Unit to also serve as a key card. Key card access is provided when the appropriate access Grantor sends an Email confirmation to the King County ID Access Control Unit. ID Access will keep an accurate listing of all access Grantors.

**6.2** Employees who lose their Employee ID/bus pass are allowed one bus pass replacement per calendar year upon payment of a bus pass replacement fee which is based on current Metro ORCA policies and is collected by DES/Finance Treasury on behalf of Transit.

**6.2.1** Employees/individuals who lose their ID may replace theirs without the bus pass option if they pay an ID replacement fee which is based on the cost of materials and is collected by DES/Finance Treasury. Payment options may be modified by DES/Finance Treasury for jurisdictions other than King County. There is a 72 Hour

wait to replace the ORCA card that starts when the card is reported to ID Access Unit. Weekends & Holidays are not included in the hourly count.

**6.2.2** Stolen ID cards which may include a bus pass or key card may be replaced at no charge if they submit the Police report case number to DES/FMD/Security ID Access.

**6.3** King County Supervisors and other Grantors are responsible for retrieving Employee/Individual ID Cards from terminated Employees before the payroll cutoff date for the employee's final paychecks.

**6.3.1** Retrieved ID cards shall be returned to DES/FMD/ID Access by messenger or by inter office mail at mail stop: ADM-ES-0312.

**6.3.2** Supervisors will send in an employee replacement fee form to the Employee's payroll representative prior to the payroll cutoff date for the terminated Employee if the Employee has lost or refused to return their ID card. King County will pursue payment by the jurisdiction and/or party employing others who may be terminated.

**6.4** The Agency's payroll clerk will process Employee replacement fee form that are received before the terminated Employee's payroll cutoff date for their final paycheck and deduct the applicable fee.

**6.5** All canceled Employee/individual ID cards and canceled generic cards must be turned in to DES/FMD/Security ID Access Unit, who will take the appropriate action to update records.

**6.6** Employees who transfer from one County agency to another can retain their Employee ID key card but must submit new paperwork for the new Department and Division. Individuals not employed by King County must have the appropriate Grantor approve a change for a new ID card. ID Access will make a new key card in the event that the employee/individual is going to a department or jurisdiction that has a different badge template. An Employee/individual ID key card will be made with the correct jurisdiction/department and division.

**6.7** Employees/individuals shall not loan their ID key card to any other person and shall report to DES/FMD/Security ID Access immediately about any lost or malfunctioning cards.

**Access Granting and Cancellation Procedures:**

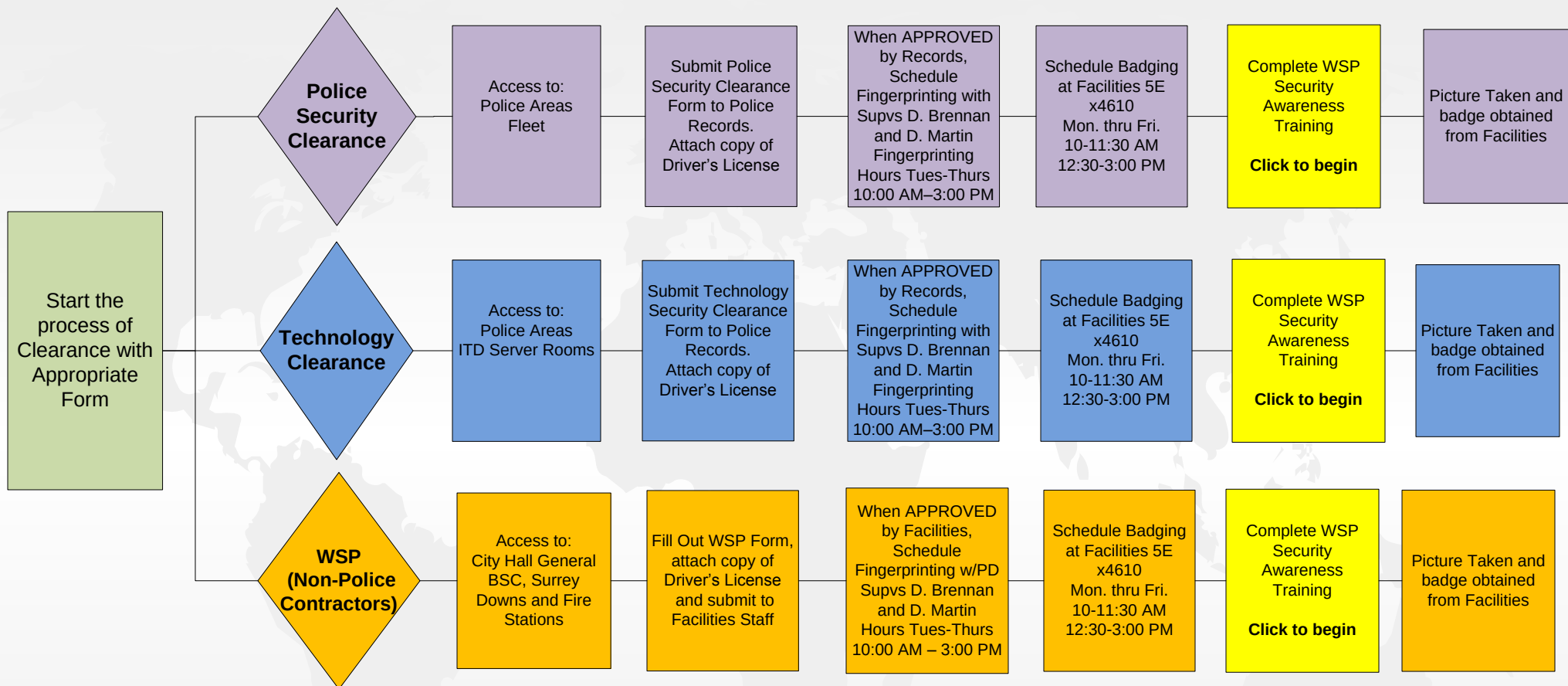
- DES/FMD/Security ID Access Unit will keep an up-to-date access Grantor list that is by jurisdiction, department, division, and building, with contact information and phone numbers.
- There is a minimum of 2 Grantors per jurisdiction/department/division; one primary and one backup.
- Access is granted only thru an email confirmation system which becomes part of the access record.
- Terminated/Retired Employee's accesses are cleaned out 3 times a month using peoplesoft queries.

- All appropriate data is placed in King County's ID Access System.
- An email confirmation is sent to the access Grantor once access has been granted or canceled.



# Background Check & Fingerprinting Process

August 14, 2014



**BELLEVUE POLICE DEPARTMENT SECURITY CLEARANCE**  
**BACKGROUND CHECK: CONTRACT EMPLOYEE or COB EMPLOYEE**  
 REQUEST FOR PHYSICAL ACCESS TO POLICE DEPARTMENT FOR BUSINESS SERVICES

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

**BELLEVUE POLICE RECORDS USE ONLY**  
 C-Clearance: ☐ R-Information Attached

| EMPLOYEE NAME (Print) | DOB | DRIVER'S LIC # & STATE | STATUS | APPROVED | REMARKS |
|-----------------------|-----|------------------------|--------|----------|---------|
|                       |     |                        |        |          |         |
|                       |     |                        |        |          |         |
|                       |     |                        |        |          |         |
|                       |     |                        |        |          |         |

Next step after approved background, is fingerprinting and completing the on-line WSP Basic Security Awareness Training

COB CONTACT: \_\_\_\_\_ Scope of Work: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ Specific Location(s): \_\_\_\_\_  
 START DATE: \_\_\_\_\_ End Date: \_\_\_\_\_  
 FREQUENCY ON JOB SITE: DAILY WEEKLY ON-CALL

REVIEWED FOR APPROVAL / DENIAL BY & DATE: \_\_\_\_\_

POLICE FORM

**BELLEVUE POLICE DEPARTMENT SECURITY CLEARANCE**  
**BACKGROUND CHECK: TECHNOLOGY**  
 LOGICAL OR PHYSICAL ACCESS TO PD SYSTEMS/SUPPORT/SERVER ROOMS

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE: \_\_\_\_\_

**BELLEVUE POLICE RECORDS USE ONLY**  
 C-Clearance: ☐ R-Information Attached

| EMPLOYEE NAME (Print) | DOB/VENDOR | DRIVER'S LIC # & STATE | STATUS | APPROVED | REMARKS |
|-----------------------|------------|------------------------|--------|----------|---------|
|                       |            |                        |        |          |         |
|                       |            |                        |        |          |         |
|                       |            |                        |        |          |         |
|                       |            |                        |        |          |         |

Next step after approved background, is fingerprinting and completing the on-line WSP Technical Security Awareness Training

COB CONTACT: \_\_\_\_\_ Scope of Work: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_ Specific Location(s): \_\_\_\_\_  
 START DATE: \_\_\_\_\_ End Date: \_\_\_\_\_  
 FREQUENCY ON JOB SITE: DAILY WEEKLY ON-CALL

REVIEWED FOR APPROVAL / DENIAL BY & DATE: \_\_\_\_\_

TECHNOLOGY FORM

**FACILITIES SERVICES SECURITY CLEARANCE**  
**WASHINGTON STATE PATROL BACKGROUND CHECK**

Company: \_\_\_\_\_ COB CONTACT: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**EMPLOYMENT INFORMATION**

| First | Last | DOB | SSN | Current Employer | Previous Employer | Other |
|-------|------|-----|-----|------------------|-------------------|-------|
|       |      |     |     |                  |                   |       |
|       |      |     |     |                  |                   |       |
|       |      |     |     |                  |                   |       |
|       |      |     |     |                  |                   |       |

**BACKGROUND CHECK**

Background Check: ☐ Criminal Record ☐ Sex Offender ☐ Other

REVIEWED FOR APPROVAL / DENIAL BY & DATE: \_\_\_\_\_

FACILITIES FORM

**WSP ACCESS Security Awareness Training**

Company: \_\_\_\_\_ City of Bellevue Contact: \_\_\_\_\_

There are two types of security awareness training. This training must be done every 3 years. Upon completion of the training please fill out all of the fields listed below. Every five years a background investigation must be completed. This is from the date the original fingerprint was taken.

1. **Basic Security Awareness Training** for all authorized personnel with unrestricted access to CP 23 systems.  
 Example: general staff or anyone who has unrestricted physical access to the terminal area that is not ACCESS certified must view the basic security awareness training. This includes all upper management staff that are not ACCESS certified.

2. **Security Awareness Training for Information Technology Personnel** with both physical and logical access and have direct responsibility to configure and maintain computer systems and networks with access to CI.  
 Example: system administrators, security administrators or network administrators, etc.

| Printed Name | Signature | Date | Identification Number (ID#) | Background Date | Check which one is applicable                              |
|--------------|-----------|------|-----------------------------|-----------------|------------------------------------------------------------|
|              |           |      |                             |                 | Basic <input type="checkbox"/> IT <input type="checkbox"/> |
|              |           |      |                             |                 | Basic <input type="checkbox"/> IT <input type="checkbox"/> |
|              |           |      |                             |                 | Basic <input type="checkbox"/> IT <input type="checkbox"/> |
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|              |           |      |                             |                 | Basic <input type="checkbox"/> IT <input type="checkbox"/> |
|              |           |      |                             |                 | Basic <input type="checkbox"/> IT <input type="checkbox"/> |

Return completed form to: D. Brennan, SPD Records Unit

TRAINING LOG

## **Exhibit F**

### **After Hours Intrusion Alarm**

- Intrusion alarm calls go directly to KC Security who will call up the cameras at the site and make a decision on the appropriate person/agency to contact.. City of Bellevue and District Court will provide a list of approved contacts to KC Security.
- Each ID key card can be programmed to open specific doors. Each key card can also be programmed to disarm the intrusion alarm system for access to specific areas.
- During non-business hours, disarming the intrusion alarm system starts with the insertion of one's key card. That key card will allow certain zones to be disarmed depending on what permissions have been granted to the individual. No other areas can be disarmed. This is not a pin number system.
- City of Bellevue and King County will collaborate on developing a policy for how the system is to be armed each evening.
- City of Bellevue Police will not charge a fee for an alarm inadvertently activated if training on the intrusion alarm system has been done for staff, vendors, and service providers.

### **Duress Alarms**

- Duress alarms in the holding cell area of the building's ground level will go directly to City of Bellevue Police.
- Duress alarms in areas occupied by City of Bellevue on the building's first floor shall go directly to the City of Bellevue Police.
- Duress intercoms at the stairwell entries on the ground floor will go directly to KC Security who will call up cameras at the site and make the appropriate decision on action to be taken, i.e. grant access to person in duress at the door and/or call the appropriate police or security unit.
- Duress alarms in all District Court occupied areas will go directly to KC Security who will call up cameras at the site and make a decision on the appropriate person/agency to contact.