

**EXHIBIT C**  
**RESERVE FUNDS FOR ONE-TIME COSTS FOR DISTRICT COURT**  
**TECHNOLOGY AND SYSTEM 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 and other system improvement projects.

This Exhibit operates to maintain a reserve fund for technology and other system improvement projects so that funding for these projects is available when needed and to enable the Cities to spread out such costs over time.

1. The District Court shall present its technology plan and updates to the DCMRC. 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, maintenance costs, and potential funding sources for each technology improvement project, (2) the benefits to the court system and users (3) potential impacts to cities associated with implementing each technology improvement project, and (4) proposal for use of reserve funds. The Cities shall have an opportunity to provide input on the technology plan and business cases for proposed technology improvement projects.
2. District Court shall present to DCMRC any system improvement project that includes a proposal for the use of reserve funds. System improvement projects include, but are not limited to, clerical weighted caseload studies.
3. Funds from the reserve shall not be used until the DCMRC approves such expenditure. Such approval shall be obtained by mutual agreement of the DCMRC. The funds shall not be expended until the technology or system improvement project has been implemented. If the funds in the reserve are not sufficient to cover the Cities' share of an implemented technology or system improvement project, the contributions of Cities to the reserve fund in subsequent years may be used to cover this shortfall.
4. One-time costs for technology or system improvement projects shall be identified separately from operating and capital costs as part of reconciliation.
5. Beginning in 2022, the amount of the Cities' annual contribution shall be equivalent to the Cities' proportionate 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).
6. The Cities' contribution would be adjusted or waived in any year where the reserve is projected to exceed the Cities' share of the reserve cap. Beginning in 2022, the reserve cap shall be \$1,000,000 and shall increase by 2% per year thereafter. The reserve cap for each year of the contract is included in Attachment A of Exhibit A.

7. The parties may decide to suspend the 2% increase to the reserve cap for any particular year if the parties, through agreement of the DCMRC, agree that the reserve is at a sufficient amount for that year. Annually, the net interest earnings attributable to the balance of funds in the Cities' reserve shall accrue to their reserve.
8. If this Agreement is terminated as to a particular City or Cities, such City(ies) shall receive its portion of the reserve remaining by January 1<sup>st</sup> following the date of termination.

**EXHIBIT D**  
**City Regular Court Calendar**

This Exhibit is attached to the Interlocal Agreement for the Provision of District Court Services between the County and the City.

The City of Bellevue's regular court calendars will be held on Monday, Tuesday, Wednesday, Thursday, and Friday (day(s) of the week). The designated day(s) may be adjusted upon mutual agreement of the City and County and without formal amendment of this ILA so long as such agreement is memorialized in writing between the Chief Presiding Judge or designee and City's designated representative.

**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 \_\_\_\_ day of \_\_\_\_\_, 2021. County and the City may be referred to herein collectively as the “Parties” and individually as a “Party.”

**RECITALS**

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

2. Under the 2006 Agreement, the County is providing the City with District Court services at the King County District Court – East Division, Bellevue Courthouse (“Bellevue District Court”) located at 1309 114<sup>th</sup> Avenue SE, Suite 100, Bellevue, Washington 98004 and the City is sharing in the King County District Court system costs with the other Participating Cities.

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

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

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

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

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

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

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

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

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

11. With this Agreement, the Parties intend to provide sufficient revenue to the County to allow for the continued provision of District Court services and provide the City with a service level commensurate with that revenue.

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

### **DEFINITIONS**

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

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

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

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

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

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

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

**Effective Date:** January 1, 2022

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

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

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

## **1.0 TERM AND TERMINATION**

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

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

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

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

Initial Term: By February 1, 2025 for termination effective December 31, 2026

First Extension: By February 1, 2029 for termination effective December 31, 2030

Second Extension: By February 1, 2033 for termination effective December 31, 2034

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

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

**1.3 Extension pending conclusion of negotiations with respect to amending Agreement.** The County and the Participating Cities may agree in writing to extend any term of this Agreement upon the same terms and conditions if they are negotiating in good faith for amendments to the Agreement. The extension shall be such that expiration of the Agreement occurs not less than 18 consecutive months after the end of good faith negotiations. The end of good faith negotiations may be declared in writing by the County or any individual City. Following such declaration, there shall be a thirty (30) calendar day period in which the County or any individual City may provide written notice to the County or all of the Participating of its intent to let the Agreement expire at the end of the extended Agreement term.

## **2.0 SERVICES; OVERSIGHT COMMITTEES**

**2.1 District Court Services Defined.** The County and District Court shall provide District Court Services for all Participating Cities' cases filed by a Participating City in its assigned King County District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations as now existing or as hereafter amended, including but not limited to the services identified in Section 2 of this Agreement. Nothing in this Agreement shall permit the Participating Cities, collectively or individually, to regulate the administration of the Court or the selection of particular judges to hear its cases by City ordinance. District Court services may include Community Court services which shall be billed in the same manner as other cases filed by a Participating City in its assigned King County District Court.

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

**2.2.1 Case Processing and Management.** The County and District Court shall remain responsible for the filing, processing, adjudication, and penalty enforcement of all Participating Cities' cases filed, or to be filed, by a Participating City in its assigned District Court, whether criminal or civil. Such services shall include but not be limited to: issuance of search and arrest warrants; interpreters for Court hearings, the conduct of motions and

other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses<sup>1</sup> and parties prior to a scheduled hearing; providing to a Participating City prosecutor (and contract Participating City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete Court calendars, the conduct of bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of the Courts of Limited Jurisdiction regarding appeals; and any and all other Court functions as they relate to municipal cases filed by the Participating City in its assigned District Court.

- 2.2.2 Changes in Court Processing. Except when determined by the Presiding Judge that a shorter notice period is necessary, the District Court shall provide a Participating City's designated representative(s) DCMRC with sixty (60) calendar days written notice by U.S. Mail or e-mail prior to changes in Court processing procedures that directly impact a Participating City's operations (e.g. may require additional prosecutor or public defense services) in order to provide the Participating City with adequate time to assess the effect of proposed changes on the Participating City's operations, unless a shorter timeframe for notice is mutually agreed upon by the County and the Participating City through the CFMRC.
- 2.2.3 Customer Service. The District Court shall provide a means for the public to contact the Court by telephone, including transferring the caller to a particular Court facility if requested, and front counter access to each Court facility during regular business hours, without lengthy wait. District Court shall provide quarterly reports to the DCMRC on its public access. District Court shall work with the Participating Cities through the DCMRC to address any customer service concerns. In order to minimize workload on District Court staff, the Participating City prosecutor, City public defenders, and City paralegal staff shall have access to their assigned District Court court files through the Court's portal at no additional cost in order to most efficiently obtain necessary information.
- 2.2.4 Probation Services. The County shall provide probation services unless a Participating City elects to provide its own probation services and notifies the County in writing that it does not wish the County to provide probation services. A Participating City shall provide such notice at least six (6) months prior to January 1 of the year in which probation services shall be discontinued. The County shall provide a Participating City not less than twelve (12) months written notice if the County intends to terminate probation services to a Participating City. Notwithstanding this provision, the County may terminate probation services upon not less than six (6) months advance written notice to the City if (a) the County is unable to

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



procure sufficient primary or excess insurance coverage or to adequately self-insure against liability arising from the provision of probation services, and (b) the County ceases to provide probation services throughout King County District Court system.

#### 2.2.5 Regular Court Calendars.

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

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

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

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

- 2.2.6 Participating City Judicial Services. Not later than September 30, the Participating Cities<sup>2</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 Participating Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75 percent of the judges elected or appointed to the judicial district wherein the facility is located. Within thirty (30) calendar days of an election or notice to the applicable Participating Cities of an appointment of a new judge within the judicial district, the Participating Cities shall be entitled to recreate their pool of District Court judges ("Recreated Pool"). The Recreated Pool shall take effect within thirty (30) calendar days of submission of the pool. In the case of an election, the Recreated Pool shall take effect the next calendar year following the election. Except when the Chief Presiding Judge deems an alternative assignment is necessary, the Chief Presiding Judge shall assign judges from these Participating Cities' pool, whether the original pool or a Recreated Pool, of judges to hear their Regular Calendars. If no pool of judges is submitted by the Participating Cities at a particular facility, the Chief Presiding Judge may assign any judge of the King County District Court system to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on a Participating City's Regular Calendars can be heard by any judicial officer of the District Court against whom an affidavit of prejudice has not previously been filed that would prevent the judicial officer from hearing the matter. Each party shall notify the other party via email, telephone, or meeting (between the Cities' DCMRC representative and the Chief Presiding Judge or designee) when there will be a change or action impacting judicial assignments so the parties may discuss potential impacts prior to the change being finalized. This notice requirement does not apply to short-term judicial coverage that lasts up to one month.
- 2.2.7 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

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

- 2.3.1 System-wide issues related to the District Court Services provided pursuant to this Agreement will be monitored and addressed through a District Court Management Review Committee. The Committee shall consist of the District Court Chief Presiding Judge, the District Court

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<sup>2</sup> Procedures of this section shall also apply if only one City is using a court facility.

Chief Administrative Officer, any other District Court representatives designated by the District Court Chief Presiding Judge or Chief Administrative Officer, a representative of the King County Executive, and one representative or designee for each Participating City. On or before the effective date of this Agreement, a Participating City shall identify in writing to the Chief Presiding Judge the name, phone number, e-mail and postal address of its representative and to whom notice as provided in this Section shall be sent. If a Participating City wishes to change the information provided to the Chief Presiding Judge, it shall notify the Chief Presiding Judge in writing at least seven (7) calendar days prior to the change. A Participating City may send its representative or designee to the DCMRC meetings.

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

**2.4 Court Facility Management Review Committees (CFMRC).** Facility level issues related to this Agreement shall be addressed by the Court Facility Management Review Committee established for each Facility, taking into consideration guidance from the DCMRC. The CFMRC for each Division/Facility shall consist of the judges at that Facility, the Division presiding judge, the Division director, the court manager, the applicable Participating City prosecutor/attorney, the applicable Participating City public

defender, and such other representatives as the Participating City or the District Court wishes to include. On or before the effective date of this Agreement, a Participating City shall identify in writing to the Division Presiding Judge the name(s), phone number(s), e-mail and postal address(es) where notice of meetings shall be sent. If a Participating City wishes to change the information provided to the Division Presiding Judge, it shall notify the Division Presiding Judge at least seven (7) calendar days prior to the change. A Participating City may send its representative(s) or the representative's designee to the CFMRC meetings. Each CFMRC shall meet monthly unless the Court and the applicable Participating Cities agree to cancel a particular meeting. The members shall agree on meeting dates. The CFMRC shall make decisions and take actions upon the mutual agreement of the representatives.

### **3.0 FACILITIES**

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

- 3.1.1 The County is committed to a unified, County-wide District Court and intends to utilize existing facilities pursuant to the provisions of Section 3.1. The County shall operate a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline unless (1) the County obtains agreement to close a particular facility from all Participating Cities served in the facility proposed to be closed, or (2) notice has been given to terminate the Agreement by the Participating City in which the facility is located.
- 3.1.2 Notice of Facility Closure. If the County determines that it will close a District Court facility within the Cities of Burien, Issaquah, Redmond, and Shoreline and relocate District Court services within the same City, the County shall provide written notice to the Participating City(ies) served in the affected facility. Relocation of the Participating City(ies)'s District Court services under this subsection shall result from the County's determination, after consultation with the Participating City(ies) served in the affected facility, that continuing to operate the facility would 1) pose health and safety risks; 2) exceed the facility's useful life based on the cost of maintaining the facility; or 3) not be able to minimally meet the operational needs of the District Court.
- 3.1.3 Relocation due to Closure. If a County court facility is to be closed pursuant to Subsections 3.1.1 or 3.1.2, the County shall work cooperatively with Participating City(ies) served in the facility to relocate affected District Court services to a different facility. A Participating City impacted by a County court facility closure may choose to relocate to an existing County court facility or move to a different County facility. If

District Court does not already provide services in the facility(ies) proposed for the displaced services, the County and the Participating Cities served in the facility to be closed shall negotiate in good faith a separate agreement. The separate agreement should include, but is not limited to, identifying the location of these services, cost sharing responsibilities and financial commitment, ownership interest (if applicable), and implementation schedule. If the County and any of the Participating City(ies) served in the facility to be closed are unable to come to mutual agreement on relocation in a time frame acceptable to the County and the impacted Participating Cities(ies), notice of termination may be given as set forth in Section 1.2 above.

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

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

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

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

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

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

## **3.2 Relocation from a Participating City Facility**

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

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

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

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

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

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

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

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

**4.0 REVENUE; FILING FEES ESTABLISHED; CITY PAYMENTS IN LIEU OF FILING FEES; LOCAL COURT REVENUE DEFINED.**

**4.1 Filing Fees Established.** A filing fee is set for every criminal citation and infraction filed with the District Court.<sup>3</sup> Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At or before the commencement of this Agreement, the filing fees shall be as set by the agreement of the Participating Cities.

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

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

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

4.3.1 Beginning in 2022 and each year thereafter, the County shall perform a reconciliation of its actual reported Participating City’s Case Costs and the Local Court Revenue retained in the previous year. This reconciliation shall be completed no later than July 31 of each year. The County costs of performing the reconciliations shall be a reimbursable Participating City’s Case Cost and included as a Participating City’s Case Cost under Exhibit A.

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

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



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

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

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

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

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

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

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

**4.9 Local Court Revenue.** Local Court Revenue includes all fines, filing fees, forfeited bail, penalties, court cost recoupment and parking ticket (including photo enforcement) payments derived from City-filed cases after payment of any and all assessments required by state law thereon. Local Court Revenue includes all revenue defined above received by the court as of opening of business January 1, 2022. Local Court Revenue excludes:

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

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

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

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

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

## **5.0 DISPUTE RESOLUTION.**

Any issue may be referred to dispute resolution if it cannot be resolved to the satisfaction of the County, a Participating City, and/or the Participating Cities. Depending on the nature of the issue, there are different dispute resolution processes, described as follows:

**5.1 Facility Dispute.** Disputes arising out of facility operation and management practices which are not resolved by the CFMRC may be referred by the County or a Participating City in writing to all representatives of the DCMRC as designated in Section 2.3. If the DCMRC is unable to reach mutual agreement within sixty (60) calendar days of referral, then the dispute may be referred by either the County or a Participating City to non-binding mediation. Any and all Participating Cities who refer a dispute regarding the same event to non-binding mediation, will be considered one party and shall participate as one party for the purposes of mediation. The mediator will be selected in the following manner: The Participating City(ies) participating in the mediation shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two (2) mediators shall select a third mediator who shall mediate the dispute. Alternately, the Participating City(ies) participating in the mediation and the County may agree to select a mediator through the mediation service mutually acceptable to both the County and the Participating City(ies). The County and the Participating City(ies) to the mediation shall share equally in the costs charged by the mediator or mediation service. By mutual agreement, the DCMRC can establish an alternative Participating City(ies)'s share of the mediation costs.

**5.2 System Wide Disputes.** System Wide Disputes are disputes arising out of District Court system operations or management, or involving the interpretation of this Agreement in a way that could impact the entire District Court system and other Participating Cities with an agreement for District Court services. System Wide Disputes also include disputes resulting from the following events: (i) changes in state statute or regulation, state and or local court rule, Participating City or County ordinance, or exercise of court management authority vested by GR 29 in the Chief Presiding Judge, requiring the County to provide new court services reasonably deemed to substantially impact the cost of providing District Court Services, or material reductions or deletions of the District Court Services included in this Agreement that occurred for a period of at least six (6) consecutive months; or (ii) any decree of a court of competent jurisdiction in a final judgment not appealed from substantially altering the economic terms of this Agreement; or (iii) changes in state statute or regulation, state and or local court rule, or Participating City or County ordinance, which substantially alter the revenues retained or received by either the County or the Participating City related to Participating City's case filings;

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

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

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

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

## **6.0 RE-OPENER.**

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

## **7.0 WAIVER OF BINDING ARBITRATION.**

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

## **8.0 INDEMNIFICATION.**

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

## **8.2 Indemnification.**

8.2.1 Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents,

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

8.2.2 With respect to any technology provided by the County for use by the City pursuant to this Agreement, the County shall defend the City and the City's officers and directors, agents, and employees, against any claim or legal action brought by a third party arising out of a claim of infringement of U.S. patent, copyrights, or other intellectual property rights, or misappropriation of trade secrets, in connection with the use of the technology by the City so long as the City gives prompt notice of the claim or legal action and the City gives the County information, reasonable assistance, and sole authority to defend or settle any such claim or legal action. The County shall have no liability to defend the City to the extent the alleged claim or legal action is based on: (i) a modification of the technology by the City or others authorized by the City but not by the County; or (ii) use of the technology other than as approved by the County.

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

**9.0 INDEPENDENT CONTRACTOR.**

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

**10.0 NOTICE.**

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

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

To the City: Bellevue City Manager  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004

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

**11.0 PARTIAL INVALIDITY.**

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

**12.0 ASSIGNABILITY.**

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

**13.0 CAPTIONS.**

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

**14.0 FORCE MAJEURE.**

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

**15.0 ENTIRE AGREEMENT.**

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

**16.0 GOVERNING LAW.**

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

**17.0 NO THIRD-PARTY RIGHTS.**

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of

action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

**18.0 COUNTERPARTS.**

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

**19.0 AMENDMENT OR WAIVER.**

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

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

King County

City of Bellevue

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Title: City Manager

Date:

Date:

Approved as to Form:

Approved as to Form:

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

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



EXHIBIT A

SUMMARY TO ATTACHMENTS A THROUGH Q

Attachment	Item	City Case Costs 2018	City Case Costs 2017
A	2018 District Court Program Budget		
	Salaries and Benefits	4,975,644	4,866,520
B	Non-Facility costs/Non-CX overhead costs less probation	695,956	509,488
C	Security Costs per Facility	644,906	631,729
D	Facilities - Call Center/Payment Center	27,772	21,064
E	Reconciliation Costs	567	507
F	One-Time Costs for District Court Technology and System Improvement Projects	73,963	57,522
J-Facility Costs	Facility Usage	274,391	449,154
<b>TOTAL CITY CASE COSTS IN 2018:</b>		<b>6,693,198</b>	<b>6,535,984</b>
<b>TOTAL CITY REVENUE IN 2018</b>		<b>\$ 6,246,369</b>	<b>\$ 6,453,133</b>
<b>Percentage of Total City Case Costs to Total City Revenue 2018</b>		<b>107%</b>	<b>101%</b>
<b>City Dedicated Costs</b>			
G	Dedicated City space	-	-
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>6,693,198</b>	<b>6,535,984</b>

Methodology/Definitions/Notes:

- District Court Program Budget: A budget that is created by the Court to portion out salaries and benefits by specific court programs
- Based on the District Court Program Budget (Attachment A), contract cities represent a percentage of District Court Program Budget Costs ----->
- The District Court Program Budget will be updated annually as will the percentage representing contract cities.
- The multiplier referred to in Exhibit A is the percentage of the District Court Program Budget attributed to contract cities (see Attachment A).
- The "City Cost" for each year, calculated by the County, is equal to the sum of Attachments A through G and Facility Costs.
- 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.

24.65%

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 2018	County Reimbursement to City 2018
Auburn	\$ 2,000,655	-	2,000,655	764,289	0	2,000,655	\$2,000,655	-
Beaux Arts	\$ -	-	-	-	0	0.00	-	-
Bellevue	\$ 2,041,809	-	2,041,809	3,824,437	2,280,709	(238,900)		\$238,900
Burien	\$ 442,655	-	442,655	184,520	184,520	258,135	\$258,135	-
Carnation	\$ 8,823	-	8,823	3,327	3,327	5,496	\$5,496	-
Covington	\$ 209,373	-	209,373	100,378	100,378	108,996	\$108,996	-
Duvall	\$ 91,618	-	91,618	48,154	48,154	43,465	\$43,465	-
Kenmore	\$ 175,920	-	175,920	140,383	140,383	35,537	\$35,537	-
Redmond	\$ 743,218	-	743,218	446,444	446,444	296,774	\$296,774	-
Sammamish	\$ 279,318	-	279,318	259,938	259,938	19,379	\$19,379	-
Shoreline	\$ 694,001	-	694,001	469,379	469,379	224,622	\$224,622	-
Skykomish	\$ -	-	-	-	0	0		-
Woodinville	\$ 5,655	-	5,655	5,121	5,121	535	\$535	-
<b>Total</b>	<b>\$6,693,044</b>	<b>\$0</b>	<b>\$6,693,044</b>	<b>\$6,246,369</b>	<b>\$3,938,352</b>	<b>\$2,754,693</b>	<b>\$2,993,593</b>	<b>\$238,900</b>

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

**King County District Court**

**2018 District Court Program Budget Salaries and Benefits**

	Judges*	Clerks*	LT*	CM*	OPJ/ Central Admin	Aides*	Prob Mgmt	PO Is	Prob Support *	Total	Salary/Benefit Expenditure	% to subtotal
County-State Criminal	8.43	8.78	0.20	1.34	3.79	0.07				22.61	3,344,218	16.57%
County-State Infractions	1.13	22.51	0.52	3.44	7.51	0.19				35.31	3,516,348	17.42%
County-State Civil	6.49	27.22	0.62	4.16	9.63	0.23				48.35	5,515,136	27.33%
City Contracts	7.29	22.08	0.51	3.37	8.04	0.19				41.48	4,975,644	24.65%
DV Court	0.98	1.76	0.04	0.27	0.68	0.01				3.75	496,184	2.46%
Jail/Felony/Expedited	2.00	1.92	0.04	0.29	0.66	0.02				4.93	751,321	3.72%
Inquests	0.00	0.00	0.00	0.00	0.00	0.00				0.01	1,140	0.01%
Passports		2.14	0.05	0.33	0.49	0.02				3.02	287,029	1.42%
<b>Subtotal without Probation</b>	<b>26.33</b>	<b>86.40</b>	<b>1.98</b>	<b>13.20</b>	<b>30.81</b>	<b>0.73</b>				<b>159.46</b>	<b>\$ 18,887,020</b>	
Total Salary and benefits for Court											\$ 20,181,618	
<b>District Court Program Budget, Salaries and Benefits attributed to Contract Cities.</b>											<b>\$ 4,975,644</b>	
<b>Multiplier Percent of Salaries and Benefits for Contract Cities</b>												<b>24.65%</b>
County Probation		9.35	0.36	2.43	4.73	0.08	1.52	6.09	6.60	31.16	3,211,573	
City Probation		6.97	0.28	1.87	3.62	0.06	1.23	4.91	5.32	24.26	2,506,923	
DV Court Probation		0.68	0.04	0.27	0.50	0.01	0.25	1.00	1.08	3.82	404,307	
<b>Subtotal Probation Costs</b>		<b>17.00</b>	<b>0.69</b>	<b>4.57</b>	<b>8.85</b>	<b>0.14</b>	<b>3.00</b>	<b>12.00</b>	<b>13.00</b>	<b>59.25</b>	<b>\$ 6,122,803</b>	
											Probation as Percentage of Total Actual Staff	24.98%
District Court Costs	26.33	103.40	2.67	17.77	39.66	0.88	3.00	12.00	13.00	218.71	\$ 25,009,823	

will not add up to 100%

- 1.10 \*Judges included in Central Admin
- 10.00 \*Call Center Clerks counted in Central Admin
- 8.00 \*Payment Center Clerks counted in Central Admin
- 3.00 \*CM included in Central Admin for Call Center & Payment Center
- 13.00 \*Court Clerks counted in Prob Support

\*\* Does not include RMHC, RVC, Comm Crt  
 \*\*\* Does not include 3 CMS Clerks  
 \*\*\*\* Does not include 3 frozen positions

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

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

Probation Staff as % 24.98%

Dpt_DISTRICT COURT(0530)	2018 Total District Court	Probation where applicable	Net less probation	Comments
<b>CX FUND</b>				
52110 OFFICE SUPPLIES	42,915	10,719	32,196	
52180 MINOR ASSET NON CONTROL	114,837	28,683	86,154	
52181 INVENTORY EQUIP 5K UNDER	33,845	8,454	25,392	
52189 SOFTWARE NONCAP	-	0	-	
52190 SUPPLIES IT	3,556	888	2,668	
52202 SUPPLIES MISC	34,005	8,493	25,511	
52205 SUPPLIES FOOD	4,148	1,036	3,112	
52208 SUPPLIES UNIFORMS	-	0	-	
52215 PUBLICATIONS	19,058	4,760	14,298	
52222 SUPPLIES COMMUNICATIONS	797	199	598	
52290 MISC OPERATING SUPPLIES	-	0	-	
53100 ADVERTISING	0	0	0	
53101 PROF SRV PRINTING	21,140	5,280	15,860	
53102 PROF SRV-Interpreters	772,431	192,932	579,499	
53105 OTHER CONTRACT/PROF SRVCS	111,160	27,765	83,395	
Agency Temp Employees	-	0	-	Adjusted below
53106 EDP & MICROFICHE/FILM SVC	127,554	31,860	95,695	
53108 CONSTRUCTION CONTRACTS	-	-	-	
53120 MISC SERVICES	307,755	76,869	230,886	
53210 SERVICES COMM	6,134	1,532	4,602	
53212 TELECOM SERV-ONE TIME	44,221	11,045	33,176	
53213 CELL PHONE	45,275	11,308	33,967	
53220 POSTAGE	123,502	30,847	92,655	
53310 TRAVEL SUBSISTENCE	7,831	1,956	5,875	
53311 TRAVEL SUBSISTENCE	11,753	2,936	8,818	
53330 PURCHASED TRANSPORT	11,587	2,894	8,693	
53611 SERVICES REAPIR MAIN IT	(66)	(16)	(49)	
53612 LAUNDRY SERVICE	-	-	-	
53711 RENT- LEASE	-	-	-	
53712 RENT-COPY MACHINE	81,975	20,475	61,500	
53713 RENT-OTHER EQUIP	10,274	2,566	7,708	
53801 LEGAL SRVS	-	-	-	
Jury	128,697	32,145	96,552	Adjust below
Witness	2,441	610	1,832	Adjust below
53803 MEMBERSHIPS	32,103	8,018	24,084	
53808 TAXES AND ASSESSMENTS	-	-	-	
53814 TRAINING	32,162	8,033	24,129	
53863 BANK FEES	29,331	7,326	22,005	
53890 MISC SERVICE CHARGES	89,217	22,284	66,933	
55023 ITS NEW DEVELOPMENT	7,120	1,778	5,342	
55026 GIS OPERATIONS	24,602	6,145	18,457	
55027 TECH SERV REBATE	(34,354)	(8,581)	(25,773)	
55032 TELECOM OVERHEAD	-	-	-	
55040 COUNTY PARKING GARAGE	12,960	3,237	9,723	
55045 COURTHOUSE SCREENERs	-	-	-	
55144 PROPERTY SERVICES	339	-	339	Adjusted below
55145 FACILITIES MGMT	100,745	25,163	75,581	Adjusted below
55147 RECORDS AND LICENSING	-	-	-	
55159 FMD COPY CENTER	67	17	50	
55160 CONST & FACILTY MGMT	2,907,349	726,175	2,181,174	Adjusted below

Dpt_DISTRICT COURT(0530)	2018 Total District Court	Probation where applicable	Net less probation	Comments
55245 FINANCIAL MGMT SVCS	309,744		77,365	232,379
55249 FMD STRATEGIC INITIATIVE FEE	-		-	-
55251 INSURANCE REBATE	(155,088)		(155,088)	- Probation related
55252 INSURANCE S/S (PROBATION)	59,447		59,447	- Probation related
55253 SYSTEM SRVS	-		-	-
55255 FINANCIAL MGMT SRVCS	-		-	-
55258 MOTOR POOL	4,726		1,180	3,546
55264 KCIT SRVS	37,368		9,333	28,035
55265 KCIT WORKSTATION SRVS	650,872		162,570	488,302
55268 KCIT eGOV SERVICES	56,790		14,185	42,605
55270 KCIT COUNTYWIDE SRVS	114,323		28,555	85,768
55331 LONG TERM LEASES	4,472		1,117	3,355 Adjusted below
55347 BRC SRV CHRNG	271,607		67,840	203,767
55350 RADIO ACCESS	1,872		468	1,404
55351 RADIO MAINTENANCE PROGRAM	672		168	504
55353 RADIO EQUIP RESERVES	718		179	539
55353 EDP EQUIPMENT	-		-	-
58077 T T KCIT CIP FUND	35,568		8,884	26,684

**Expenditures** **6,661,559** **1,592,036** **5,069,524**

**Total District Court** **6,661,559** **1,592,036** **5,069,524**

53105 OTHER CONTRACT/PROF SRVCS  
AGENCY TEMP WORKERS

- - -

55045 COURTHOUSE SCREENERS  
55144 PROPERTY SERVICES  
55331 LONG TERM LEASES  
55249 FMD STRATEGIC INITIATVFEE  
53801 JURY/WITNESS FEES & MILEAGE  
55145 FACILITIES MGMT  
55160 CONST & FACLT Y MGMT

- - -  
339 - 339  
4,472 1,117 3,355  
- - -  
131,139 32,755 98,384  
100,745 25,163 75,581  
2,907,349 726,175 2,181,174

**Total Removed Accounts** **3,144,043** **785,210** **2,358,833**

**Subtotal to Apply Multiplier to:** **3,517,516** **806,825** **2,710,690**

**Multiplier (from Program Budget Salaries/Benefits, see Tab A)**

24.65%

**"TOTAL CITY COSTS"**

**695,956.21**

**City Jury Costs Owed**

27,654

City Jury Cost Calculation		
Juries Set	% of Total Juries Set	2018 Total Jury Costs
State/County		
Criminal	158 57.87%	75,889
City	58 21.09%	27,654
State/County Civil	58 21.04%	27,596
	274 100.00%	131,139
	Paid by Cities	0
	Owed by Cities	27,654

**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 ("ORACLE") (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 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 District Court Technology and System Improvement Projects totaling under \$100,000 may be included in some of the above accounts (e.g., 53105, 55021, 55025, 56740, and 56741) per Section 4.8 of the Agreement.

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

**Security Costs per Facility**

Facility	<u>Total Sheriff</u>	<u>Average of</u>	<u>City Case</u>
	<u>Security Costs per</u>	<u>Judicial</u>	<u>Costs per</u>
	<u>Facility (capped</u>	<u>percentage</u>	<u>Facility</u>
	<u>amount)</u>	<u>and clerical</u>	
		<u>percentage</u>	
		<u>per Facility</u>	
Auburn	220,189	78%	172,665
Bellevue	220,189	86%	189,561
Burien	220,189	13%	28,074
Issaquah	220,189	19%	40,997
Redmond	220,189	33%	71,687
Shoreline	220,189	64%	141,922
			<b>644,906</b>

Total Security Costs per Facility	Cost per FTE	# of FTEs
Security screener includes Overtime	\$ 75,234	1.00
Deputy/Marshal includes Overtime	\$ 137,376	1.33
Sergeant includes Overtime	\$ 7,579	0.05
	<u>\$ 220,189</u>	

Security Cost Increase Cap Calculation:

Year	Security Costs Per Facility			Capped Costs per Facility
	CPI-W + 1%	Cap		
2017	\$ 216,477			\$ 216,477
2018	\$ 220,189	4.40%	4.40%	\$ 220,189
2019		3.10%	3.10%	\$ -
2020		1.00%	1.00%	\$ -
2021		1.00%	1.00%	\$ -
2022		1.00%	1.00%	\$ -
2023		1.00%	1.00%	\$ -
2024		1.00%	1.00%	\$ -
2025		1.00%	1.00%	\$ -
2026		1.00%	1.00%	\$ -
2027		1.00%	1.00%	\$ -
2028		1.00%	1.00%	\$ -
2029		1.00%	1.00%	\$ -
2030		1.00%	1.00%	\$ -
2031		1.00%	1.00%	\$ -
2032		1.00%	1.00%	\$ -

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 Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract Cities	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract Cities	Average of Clerical Need Percent and the Judicial Need Percent by Facility
Auburn	15.00	10.25	68%	2.00	1.77	89%	78%
Bellevue	13.00	9.32	72%	2.05	2.06	100%	86%
Burien	18.00	1.89	11%	3.00	0.45	15%	13%
Issaquah	12.00	1.04	9%	1.40	0.40	29%	19%
Redmond	15.00	3.38	23%	3.10	1.32	43%	33%
Shoreline	11.00	3.18	29%	1.20	1.30	100%	64%

**Methodology/Definitions/Notes:**

- The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Cost is the product of the actual staff salary and benefits for security and screening at each facility and the multiplier by facility.
- FTE costs include salary, benefits, overtime, vacation, sick leave and required training for security personnel.
- Security cost increases shall not exceed 100% (one hundred percent) of the Seattle-Tacoma-Bellevue CPI-W, annual, plus an additional 1% (one percent), with a maximum capped increase of a 5% (five percent) in any given year for the total security costs per facility starting in 2022.

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

**Facilities - Call Center/Payment Center**

**Year** 2018

Facility	<u>Sq Footage</u>		<u>Total per foot</u>		<u>City Case</u>
	<u>by facility</u>	<u>Shared Space</u>	<u>cost</u>	<u>Multiplier</u>	<u>Costs</u>
Call Center	2,459	2,459	\$ 27.51	24.65%	19,512
Payment Center	1,041	1,041	\$ 27.51	24.65%	8,260
Total Costs					<b>27,772</b>

**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 "E" - TO THE FINANCIAL EXHIBIT**

**Reconciliation Costs**

Total Costs for Reconciliation **\$567**

**Calculation of Reconciliation Costs**

Staff person name	KCDC Director	Budget		Total
		Manager/City Contracts	PSB Budget Analyst	
Hours spent on Reconciliation	6.00	-	1.00	7.0
Cost per hour (include Salary and Benefits)	\$ 81.43	\$ -	78.73	160.2
<b>Total Costs for reconciliation</b>	<b>\$489</b>	<b>\$0</b>	<b>78.73</b>	<b>\$567</b>

Specific Task done and hours spent on Reconciliation listed below

Reconciliation Documents Preparation	6.00
Review/ Analysis Reconciliation Documents	1.00
<b>Sum of All Hours</b>	<b>7.00</b>

**Methodology/Definitions/Notes:**

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

ATTACHMENT "F" - TO THE FINANCIAL EXHIBIT

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

	City Contribution			Reserve				
	Threshold	City Multiplier	City Share	Beginning Balance	Expenditures	Interest Earnings	Ending Balance	Reserve Cap*
** est 2021	300,000	22.00%	67,000	387,000	0	18,000	405,000	TBD
** est 2022	300,000	24.65%	73,963	405,000	0	0	405,000	1,000,000
2023	300,000			0	0	0	0	1,020,000
2024	300,000						0	1,040,400
2025	300,000						0	1,061,208
2026	300,000						0	1,082,432
2027	300,000						0	1,104,081
2028	300,000						0	1,126,162
2029	300,000						0	1,148,686
2030	300,000						0	1,171,659
2031	300,000						0	1,195,093
2032	300,000						0	1,218,994
2033	300,000						0	1,243,374
2034	300,000						0	1,268,242
2035	300,000						0	1,293,607
2036	300,000						0	1,319,479

**Methodology/Definitions/Notes:**

1. This Attachment is developed pursuant to Exhibit C. The City Multiplier is calculated in Attachment A. The City 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 reserve cap \$1,000,000 increased by 2% per year beginning in 2022.

2. FY21 and FY22 values are estimates for placeholders only and trued up in 2022.



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

**Dedicated City space**

	<u>Dedicated City Space</u>	<u>Total square foot charge</u>	<u>City cost for dedicated city space</u>	<u>Description</u>
Auburn			-	
Beaux Arts			-	
Bellevue			-	
Burien			-	
Carnation			-	
Covington			-	
Duvall			-	
Kenmore			-	
Redmond			-	
Sammamish			-	
Shoreline	-		-	
Skykomish			-	
Woodinville			-	
<b>Total</b>	<b>-</b>		<b>-</b>	

**Methodology/Definitions/Notes:**

1. Figures for dedicated and shared spaces are based on FMD rate.

### Summary of All City Costs for Cities

**Methodology/Definitions/Notes:**

1. This attachment (and Non-Facility Costs and Facility Costs- Security portion only) divide the overall City Costs as determined in Exhibit A to individual cities based on the same method currently used to allocate costs. Facility costs allocation is noted below.
2. Those costs which are mainly salaries and benefits and are non-facility based, Attachments A, B, E, F and G, are allocated based on each city's percentage of all cities' clerical weights.
3. Those costs which are facility based, Attachment C is allocated based on the average of city case filings percentage and city judicial weights percentage per facility; Attachment Facility Costs allocates facility costs based on FMD standard square footage for an FTE-clerk and judicial square footage based on an individual building's average courtroom+jury+chambers+348 jury assembly room square
4. The tables below describe how this method allocates these costs across each city.

**Summary of City Case Costs**

Total Costs per Summary Exhibit A			Method for Allocation	
			Non-Facility Costs	Facility Costs % Clerical Need/Judicial Weights
Attachment	Item	City Case Costs 2018	Clerical Weights	
A	2018 District Court Program Budget Salaries and Benefits	4,975,644	\$ 4,975,644	
B	Non-Facility costs/Non-CX overhead costs less probation	695,956	\$ 695,956	
C	Security Costs per Facility	644,906		\$ 644,906
D	Facilities - Call Center/Payment Center	27,772	\$ 27,772	
E	Reconciliation Costs	567	567	
F	One-Time Costs for District Court Technology and System Improvement Projects	73,963	\$ 73,963	
J-Facility Costs	Facility Usage	274,391		\$ 274,391
<b>TOTAL CITY CASE COSTS IN 2018:</b>		<b>6,693,198</b>	<b>\$ 5,773,902</b>	<b>\$ 919,296</b>
<b>TOTAL CITY REVENUE IN 2018</b>		<b>\$ 6,246,369</b>		

**City Dedicated Costs**

G	Dedicated City space	-	-
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>6,693,198</b>	

City	Non-Facility Costs	Facility Usage/Security Costs	Dedicated Costs*	Total City Costs	Total City Revenue	Difference
Auburn	\$ 1,848,415	\$ 152,240	-	\$ 2,000,655	\$ 764,289	\$ (1,236,366)
Beaux Arts	-	-	-	-	-	-
Belleuve	\$ 1,852,443	\$ 189,366	-	\$ 2,041,809	\$ 3,824,437	\$ 1,782,628
Burien	\$ 374,678	\$ 67,976	-	\$ 442,655	\$ 184,520	\$ (258,135)
Carnation	\$ 2,884	\$ 5,939	-	\$ 8,823	\$ 3,327	\$ (5,496)
Covington	\$ 188,857	\$ 20,517	-	\$ 209,373	\$ 100,378	\$ (108,996)
Duvall	\$ 76,765	\$ 14,854	-	\$ 91,618	\$ 48,154	\$ (43,465)
Kenmore	\$ 122,206	\$ 53,713	-	\$ 175,920	\$ 140,383	\$ (35,537)
Redmond	\$ 595,490	\$ 147,727	-	\$ 743,218	\$ 446,444	\$ (296,774)
Sammamish	\$ 202,838	\$ 76,479	-	\$ 279,318	\$ 259,938	\$ (19,379)
Shoreline	\$ 509,326	\$ 184,675	-	\$ 694,001	\$ 469,379	\$ (224,622)
Skykomish	-	-	-	-	-	-
Woodinville	-	\$ 5,655	-	\$ 5,655	\$ 5,121	\$ (535)
<b>Total</b>	<b>\$ 5,773,902</b>	<b>\$ 919,142</b>	<b>\$ -</b>	<b>\$ 6,693,044</b>	<b>\$ 6,246,369</b>	<b>\$ (446,676)</b>

**Non-Facility Costs for Cities**

**Summary of City Case Costs**

Total Costs per Summary Exhibit A			Method for Allocation	
			Non-Facility Costs	Facility Costs % Clerical Need/Judicial
Attachment	Item	City Case Costs 2018	Clerical Weights	Weights
A	2018 District Court Program Budget Salaries and Benefits	4,975,644	\$ 4,975,644	
B	Non-Facility costs/Non-CX overhead costs less probation	695,956	\$ 695,956	
C	Security Costs per Facility	644,906		\$ 644,906
D	Facilities - Call Center/Payment Center	27,772	\$ 27,772	
E	Reconciliation Costs	567	567	
F	One-Time Costs for District Court Technology and System Improvement Projects	73,963	\$ 73,963	
J-Facility Costs	Facility Usage	274,391		\$ 274,391
<b>TOTAL CITY CASE COSTS IN 2018:</b>		<b>6,693,198</b>	<b>\$ 5,773,902</b>	<b>\$ 919,296</b>
<b>TOTAL CITY REVENUE IN 2018</b>		<b>\$ 6,246,369</b>		

**City Dedicated Costs**

G	Dedicated City space	-	-
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>6,693,198</b>	

**Clerical Usage**

City	Total Weights (Time)	Percent of All Cities	Cost Distribution
Auburn	955,455	32.01%	\$ 1,848,415
Beaux Arts	0	0.00%	\$ -
Bellevue	957,537	32.08%	\$ 1,852,443
Burien	193,673	6.49%	\$ 374,678
Carnation	1,491	0.05%	\$ 2,884
Covington	97,621	3.27%	\$ 188,857
Duvall	39,680	1.33%	\$ 76,765
Kenmore	63,169	2.12%	\$ 122,206
Redmond	307,812	10.31%	\$ 595,490
Sammamish	104,848	3.51%	\$ 202,838
Shoreline	263,273	8.82%	\$ 509,326
Skykomish	0	0.00%	\$ -
Woodinville	0	0.00%	\$ -
<b>Total</b>	<b>2,984,559</b>	<b>100%</b>	<b>\$ 5,773,902</b>

**By Attachment**

City	A	B	E	F	G	Total
Auburn	\$ 1,592,866	\$ 222,798	\$ 8,891	\$ 182	\$ 23,678	\$ 1,848,415
Beaux Arts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bellevue	\$ 1,596,337	\$ 223,284	\$ 8,910	\$ 182	\$ 23,730	\$ 1,852,443
Burien	\$ 322,878	\$ 45,162	\$ 1,802	\$ 37	\$ 4,800	\$ 374,678
Carnation	\$ 2,486	\$ 348	\$ 14	\$ 0	\$ 37	\$ 2,884
Covington	\$ 162,747	\$ 22,764	\$ 908	\$ 19	\$ 2,419	\$ 188,857
Duvall	\$ 66,152	\$ 9,253	\$ 369	\$ 8	\$ 983	\$ 76,765
Kenmore	\$ 105,311	\$ 14,730	\$ 588	\$ 12	\$ 1,565	\$ 122,206
Redmond	\$ 513,162	\$ 71,777	\$ 2,864	\$ 59	\$ 7,628	\$ 595,490
Sammamish	\$ 174,795	\$ 24,449	\$ 976	\$ 20	\$ 2,598	\$ 202,838
Shoreline	\$ 438,910	\$ 61,391	\$ 2,450	\$ 50	\$ 6,524	\$ 509,326
Skykomish	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Woodinville	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ 4,975,644</b>	<b>\$ 695,956</b>	<b>\$ 27,772</b>	<b>\$ 567</b>	<b>\$ 73,963</b>	<b>\$ 5,773,902</b>

Facility Costs for Cities

Facility Usage

Summary of City Costs

Total Costs per Summary Exhibit A			Method for Allocation		
Attachment	Item	City Case Costs 2018	Non-Facility Costs		Facility Costs
			Clerical Weights	% Clerical Need/Judicial Weights	% Clerical Need/Judicial Weights
A	2018 District Court Program Budget Salaries and Benefits	4,975,644	\$	4,975,644	
B	Non-Facility costs/Non-CX overhead costs less probation	695,956	\$	695,956	
C	Security Costs per Facility	644,906			\$ 644,906
D	Facilities - Call Center/Payment Center	27,772	\$	27,772	
E	Reconciliation Costs One-Time Costs for District Court Technology and System Improvement Projects	73,963	\$	73,963	
F	J-Facility Costs	274,391			\$ 274,391
<b>TOTAL CITY CASE COSTS IN 2018:</b>		<b>6,693,198</b>	<b>\$</b>	<b>5,773,902</b>	<b>\$ 919,296</b>
<b>TOTAL CITY REVENUE IN 2018:</b>		<b>6,246,369</b>	<b>\$</b>		
<b>City Dedicated Costs</b>					
G	Dedicated City space	-			
<b>TOTAL CITY COSTS w/ DEDICATED</b>		<b>6,693,198</b>			

Facility Usage Costs

Courthouse facility charge per square foot

City	Clerical Facility Usage	Judicial Facility Usage	Total Judicial Need per Facility & Contract City		Total Allocated Square Footage	Total Allocated Facility Costs
			Total Clerical Need per Facility & Contract City	Clerical Allocated Square Footage		
Auburn Courthouse	15.00	2.00	15.00	2.00	17.00	\$ 288,263
Auburn	9.30	1.52	9.30	1.52	10.82	\$ 184,550
Covington	0.95	0.26	0.95	0.26	1.21	\$ 20,440
Bellevue Courthouse	13.00	2.06	13.00	2.06	15.06	\$ 252,270
Beaux Arts	0.00	0.00	0.00	0.00	0.00	\$ -
Bellevue	9.32	2.06	9.32	2.06	11.38	\$ 192,270
Burien Courthouse	18.00	3.00	18.00	3.00	21.00	\$ 352,270
Burien	1.89	0.45	1.89	0.45	2.34	\$ 392,270
Issaquah Courthouse	12.00	1.40	12.00	1.40	13.40	\$ 226,481
Carnation	0.01	0.04	0.01	0.04	0.05	\$ 8,048
Sammamish	1.02	0.36	1.02	0.36	1.38	\$ 232,680
Redmond Courthouse	15.00	3.10	15.00	3.10	18.10	\$ 306,481
Duvall	0.39	0.10	0.39	0.10	0.49	\$ 82,619
Redmond	3.00	1.15	3.00	1.15	4.15	\$ 69,726
Skykomish	0.00	0.00	0.00	0.00	0.00	\$ -
Woodinville	0.00	0.07	0.00	0.07	0.07	\$ 11,880
Shoreline Courthouse	11.00	1.20	11.00	1.20	12.20	\$ 206,680
Kenmore	0.61	0.32	0.61	0.32	0.93	\$ 156,619
Shoreline	2.56	0.99	2.56	0.99	3.55	\$ 596,680
<b>Total Cities Allocated Cost</b>						<b>\$ 274,391</b>

Square footage assumptions

Component	Square footage - used to determine cost share	Notes
Clerical	200	FMD standard amount per FTE. Square footage of individual facility's rentable square footage
Judicial	Variable, below	of average courtroom+average jury room+average chambers+ Cell J31 (jury assembly). Values from FMD.
Additional Judicial	348	Additional square footage to represent jury assembly space. Building is owned by the City of Auburn.
Auburn Courthouse		Building is leased by the City of Bellevue.
Bellevue Courthouse		
Burien Courthouse	2,414	Sq. footage 2066 + 348
Issaquah Courthouse	3,226	Sq. footage 2878 + 348
Redmond Courthouse	2,157	Sq. footage 1809 + 348
Shoreline Courthouse	2,197	Sq. footage 1849 + 348

Security Costs

Spreading Attachment D (security) across each City

Calculation of Multiplier by Facility:

City	Clerical Need Percentage			Judicial Need Percentage			Attachment D	
	Total Clerical Need per Facility	Total Contract City Clerical Need	Percent of Clerical Need for Contract City	Total Judicial Need per Facility	Total Contract City Judicial Need	Percent of Judicial Need for Contract City	Average of the percent values of the Clerical Need by Facility Method and the Judicial Need by Facility Method:	Security Costs per Facility
Auburn Courthouse	15.00	10.25	68%	2.00	1.77	88%	88%	\$ 172,665
Auburn		9.30	62%		1.52	76%	88%	\$ 152,240
Covington		0.95	6%		0.26	13%	12%	\$ 20,517
Bellevue Courthouse	13.00	9.32	72%	9.32	2.06	22%	88%	\$ 189,561
Beaux Arts		-	0%		-	0%	0%	\$ -
Bellevue		9.32	72%		2.06	22%	100%	\$ 189,366
Burien Courthouse	18.00	1.89	11%	1.89	0.45	25%	100%	\$ 28,074
Burien		1.89	13%		0.45	25%	100%	\$ 27,937
Issaquah Courthouse	12.00	1.04	9%	1.40	0.40	29%	88%	\$ 40,997
Carnation		0.01	0%		0.04	10%	6%	\$ 2,326
Sammamish		1.02	8%		0.36	26%	94%	\$ 38,693
Redmond Courthouse	15.00	3.38	23%	3.10	1.32	43%	78%	\$ 71,687
Duvall		0.39	3%		0.10	8%	9%	\$ 6,806
Redmond		3.00	20%		1.15	37%	88%	\$ 63,002
Skykomish		-	0%		-	0%	0%	\$ -
Woodinville		-	0%		0.07	5%	2%	\$ 1,775
Shoreline Courthouse	11.00	3.18	29%	1.20	1.30	110%	22%	\$ 141,922
Kenmore		0.61	6%		0.32	24%	78%	\$ 31,094
Shoreline		2.56	23%		0.99	8%	78%	\$ 110,996
<b>Total Cities Allocated Costs</b>								<b>\$ 644,752</b>

Methodology/Definitions/Notes:

- The facility rate per square foot for each year is calculated in the attachment (tab) "Facility Rates." Changing the year in the middle of this sheet (cell A25) will update the facility rate.
- Refer to Exhibit B for the overall methodology for the rate per square foot. Facility costs are based on FMD standard square footage for an FTE-clerk and judicial square footage based on an individual building's average courtroom+jury+chambers+348 jury assembly room square footage.
- Figures for dedicated and shared spaces are based on rentable space consistent with BOMA standards.
- The multiplier by facility for security 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 security cost is the product of the multiplier and the total security cost per facility as calculated on tab c.

### County/Other Dedicated Space

Facility	<u>Sq. Footage by facility</u>	<u>Dedicated County/Other Space</u>	<u>Description</u>
Auburn	-	-	
Bellevue	-	-	
Burien	11,583	757	County prosecutor occupies two rooms in NW corner of facility.
Issaquah	15,017	4,961	1070 sf is vacant, previously occupied by County prosecutor. 1891 sf for DC probation. 2000 for courtroom
Redmond	11,656	1,020	County prosecutor occupies three rooms off the lobby hallway. County public defender, County Prosecutor (state cases), and Marshall occupy three rooms to the right of the main entrance.
Shoreline	11,523	653	DC probation occupies several offices off the main lobby hallway (653).
Total	<b><u>49,779</u></b>	<b><u>7,391</u></b>	

**Methodology/Definitions/Notes:**

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

### King County District Court City Revenue

	Shared Court Costs Year 2017 YTD Revenues				Shared Court Costs Year 2018 YTD Revenues				Revenue Remitted under Old Contract
	100% Revenue Collected	Split Co/City	Actual Retained by County	Revenue Remitted to City	100% Revenue Collected	Split Co/City	Actual Retained by County	Revenue Remitted to City	
Auburn	788,831	0%/100%	0	788,831	764,289	0%/100%	0	0	0
Beaux Arts	39	100%/ 0%	39	0	0	100%/ 0%	0	0	0
						75%/25% (4) then 70%/30% (2) then 30%/70% (3) then			
Bellevue	4,033,494	50%/50%	2,275,309	1,758,185	3,824,437	60%/40% (3)	2,280,709		0
Burien	176,109	100%/0%	176,109	0	184,520	100%/0%	184,520	0	0
Carnation	2,986	100%/ 0%	2,986	0	3,327	100%/ 0%	3,327	0	0
Covington	91,132	100%/ 0%	91,132	0	100,378	100%/ 0%	100,378	0	0
Duvall	48,705	100%/ 0%	48,705	0	48,154	100%/ 0%	48,154	0	0
Kenmore	166,531	100%/ 0%	166,531	0	140,383	100%/ 0%	140,383	0	0
Redmond	408,824	100%/0%	408,824	0	446,444	100%/0%	446,444	121	0
Sammamish	279,656	100%/ 0%	279,656	0	259,938	100%/ 0%	259,938	0	0
Shoreline	422,402	100%/ 0%	422,402	0	469,379	100%/ 0%	469,379	0	0
Skykomish	0	100%/ 0%	0	0	0	100%/ 0%	0	0	0
Woodinville	34,424	100%/ 0%	34,424	0	5,121	100%/ 0%	5,121	0	0
	6,453,133		3,906,117	2,547,016	6,246,369		3,938,352	121	0

Total City Revenue

**6,453,133**

**6,246,369**

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

**Methodology/Definitions/Notes:**

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

2018 - KING COUNTY DISTRICT COURT FILINGS BY CASETYPE												
	Infraction Traffic	Infraction Non-Traffic	DUI	Criminal Traffic	Criminal Non-Traffic	Protection AH/Orders	Civil	Small Claims	Expedited Hearings	PC Jail Felony Hearings	Parking	Total Jan - Dec
<b>JURISDICTION</b>												
State/County	76,247	8,029	3,360	315	1,057	2,684	3,359	3,205	586	12,344	11,441	122,627
Ecourt							16,798					16,798
Vashon Island	4	11	6	1	2	0	0	0	0	0	86	110
<b>Total State/County</b>	<b>76,251</b>	<b>8,040</b>	<b>3,366</b>	<b>316</b>	<b>1,059</b>	<b>2,684</b>	<b>20,157</b>	<b>3,205</b>	<b>586</b>	<b>12,344</b>	<b>11,527</b>	<b>139,535</b>
Auburn	5,363	122	230	1,111	2,400						3,482	12,708
Beaux Arts	0	0	0	0	0						0	0
Bellevue	8,287	39	118	770	1,385						37,100	47,699
Burien	913	8	226	84	369						668	2,268
Carnation	0	0	0	3	4						0	7
Covington	1,000	8	20	130	150						155	1,463
Duvall	490	0	8	63	29						0	590
Kenmore	699	6	23	82	45						463	1,318
Redmond	5,161	38	41	213	547						719	6,719
Sammamish	2,435	6	30	58	61						128	2,718
Shoreline	3,876	67	75	260	271						985	5,534
Skykomish												0
<b>Total Contract Cities</b>	<b>28,224</b>	<b>294</b>	<b>771</b>	<b>2,774</b>	<b>5,261</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43,700</b>	<b>81,024</b>
<b>Total KCDC</b>	<b>104,475</b>	<b>8,334</b>	<b>4,137</b>	<b>3,090</b>	<b>6,320</b>	<b>2,684</b>	<b>20,157</b>	<b>3,205</b>	<b>586</b>	<b>12,344</b>	<b>55,227</b>	<b>220,559</b>

**2018 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE**

	Infraction Non-Traffic/Traffic	Infraction Non-Traffic/Traffic E-citations	DUI/Physical Control	Misd Traffic	Misd Non-Traffic	DV Court (State Cases)	Protection AH/Orders	Civil	Name Changes	Small Claims/Impounds	Expedited Filings	Felony 1st Appear	Parking	Parking E-citations	Passports	Total Jan - Dec
<b>Case Wgt (Minutes)</b>	<b>40</b>	<b>27</b>	<b>370</b>	<b>305</b>	<b>149</b>	<b>409</b>	<b>132</b>	<b>149</b>	<b>28</b>	<b>60</b>	<b>83</b>	<b>12</b>	<b>9</b>	<b>6</b>	<b>15</b>	
<b>JURISDICTION</b>																
State/County Workload	373,320	2,023,866	1,245,420	96,380	47,978	180,778	354,288	2,502,902	88,004	205,260	48,638	148,128	103,743	0	219,510	7,638,215
<b>Total State/County</b>	<b>373,320</b>	<b>2,023,866</b>	<b>1,245,420</b>	<b>96,380</b>	<b>47,978</b>	<b>180,778</b>	<b>354,288</b>	<b>2,502,902</b>	<b>88,004</b>	<b>205,260</b>	<b>48,638</b>	<b>148,128</b>	<b>103,743</b>	<b>0</b>	<b>219,510</b>	<b>7,638,215</b>
<b>Case Wgt (Minutes)</b>	<b>40</b>	<b>27</b>	<b>370</b>	<b>305</b>	<b>149</b>	<b>139</b>							<b>9</b>	<b>6</b>		
Auburn	1,160	147,312	85,100	338,855	269,541	82,149		0	0		0	0	31,338	0		955,455
Beaux Arts	0	0	0	0	0	0		0	0		0	0	0	0		0
Bellevue	4,760	221,589	43,660	234,850	164,943	38,642		0	0		0	0	79,479	169,614		957,537
Burien	840	24,300	83,620	25,620	29,651	23,630		0	0		0	0	6,012	0		193,673
Carnation	0	0	0	915	298	278		0	0		0	0	0	0		1,491
Covington	0	27,216	7,400	39,650	16,539	5,421		0	0		0	0	1,395	0		97,621
Duval	320	13,014	2,960	19,215	2,086	2,085		0	0		0	0	0	0		39,680
Kenmore	160	18,927	8,510	25,010	2,086	4,309		0	0		0	0	4,167	0		63,169
Redmond	2,000	139,023	15,170	64,965	61,835	18,348		0	0		0	0	6,471	0		307,812
Sammamish	800	65,367	11,100	17,690	3,874	4,865		0	0		0	0	1,152	0		104,848
Shoreline	4,640	103,329	27,750	79,300	25,628	13,761		0	0		0	0	8,865	0		263,273
Skykomish	0	0	0	0	0	0		0	0		0	0	0	0		0
<b>Total Contract Cities</b>	<b>14,680</b>	<b>760,077</b>	<b>285,270</b>	<b>846,070</b>	<b>576,481</b>	<b>193,488</b>		<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>138,879</b>	<b>169,614</b>		<b>2,984,559</b>
	<b>388,000</b>	<b>2,783,943</b>	<b>1,530,690</b>	<b>942,450</b>	<b>624,459</b>	<b>374,266</b>	<b>354,288</b>	<b>2,502,902</b>	<b>88,004</b>	<b>205,260</b>	<b>48,638</b>	<b>148,128</b>	<b>242,622</b>	<b>169,614</b>	<b>219,510</b>	<b>10,622,774</b>

**Methodology/Definitions/Notes:**

1. The NCSC staffing study was incorporated into case weights in 2007.

<b>County vs. City Weighted Filings</b>		
		<b>%</b>
<b>Total Weighted Filings</b>	10,622,774	100.00%
<b>County Weighted Filings</b>	7,638,215	71.90%
<b>City Weighted Filings</b>	2,984,559	28.10%



**2018 - JUDICIAL ALLOCATION**

	Total Judicial Units Available per Week	Total Judicial Units Assigned per Week	
Total Judicial Units Assigned to County per Week		19.04	
Total Judicial Units Assigned to Cities per Week	7.31		
Cross-check	23.10	26.35	26.35
Available/Assigned			26.35

Judicial Officers FTE	24.20
Presiding Judge	(1.00)
Assistant Presiding Judge	(0.10)
<b>Total Judicial Units available per week</b>	<b>23.10</b>

JURISDICTION	County/State Criminal	County/State Infractions	County/State Civil	DV Court	Jail/Felony Expedited	Inquests	Shared
State/County Calendars	708.02	263.49	58.89	279.73	23.45	56.07	0.24
State/County Judges	14.89	5.07	1.13	5.38	0.80	2.00	0.005
State/County Juries	4.15	2.86		1.11	0.18		
<b>Total Judges Used</b>	<b>19.04</b>	<b>7.93</b>	<b>1.13</b>	<b>6.49</b>	<b>2.00</b>	<b>0.00</b>	<b>0.50</b>

JURISDICTION	Total Calendars	Judges for Calendars	Judges for Juries	Total Judges per City	Total Judges Assigned
Auburn	70.39	1.35	0.16	1.52	1.52
Beaux Arts	0.00	0.00	0.00	0.00	0.00
Belleuve	90.09	1.73	0.32	2.06	2.06
Burien	20.83	0.40	0.05	0.45	0.45
Carnation	1.47	0.03	0.01	0.04	0.04
Covington	10.94	0.21	0.05	0.26	0.26
Duwall	4.59	0.09	0.01	0.10	0.10
Kenmore	14.15	0.27	0.05	0.32	0.32
Redmond	48.12	0.93	0.22	1.15	1.15
Sammamish	15.85	0.30	0.06	0.36	0.36
Shoreline	44.06	0.85	0.14	0.99	0.99
Skykomish	0.00	0.00	0.00	0.00	0.00
Woodinville	1.00	0.02	0.05	0.07	0.07
<b>Total Contract Cities</b>	<b>321.49</b>	<b>6.18</b>	<b>1.11</b>	<b>7.29</b>	<b>7.29</b>

Jury Trials Set	Total Calendars	Judges for Calendars	Civil	Judicial Allocation
Auburn	8.40	0.16		0.16
Beaux Arts	0.00	0.00		0.00
Belleuve	16.80	0.32		0.32
Burien	2.40	0.05		0.05
Carnation	0.60	0.01		0.01
Covington	2.40	0.05		0.05
Duwall	0.60	0.01		0.01
Kenmore	2.40	0.05		0.05
King County	158.40	4.15	57.60	4.15
Redmond	11.52	0.22		0.22
Sammamish	3.00	0.06		0.06
Shoreline	7.20	0.14		0.14
Skykomish	0.00	0.00		0.00
Woodinville	2.40	0.05		0.05
<b>City Totals</b>	<b>216.12</b>	<b>1.11</b>		<b>1.11</b>
<b>All Totals</b>	<b>216.12</b>		<b>57.60</b>	<b>5.26</b>

King County Jury Time				
	Totals	%	Judicial Allocation	
Criminal	148.80	68.89%	2.86	
Criminal DV	9.60	4.44%	0.18	
Civil	57.60	26.67%	1.11	
<b>Totals</b>	<b>216.00</b>	<b>100.00%</b>	<b>4.15</b>	

No. of Judges needed for Jury Trials	
Judge Days / Month	80.00
Judge Days / Year	960.00
Divided by 52 weeks	18.46
<b>Total Judges used per day for Juries</b>	<b>3.69</b>

Special Assignment Judges	
R/LP Court Burien	0.10
R/LP Court Seattle	0.10
DV Court MRJC	0.80
Jail/Felony/ MRJC	0.70
Jail/ Fugitive Seattle	1.10
Felony/Expedited Seattle	0.20
<b>Total</b>	<b>3.00</b>

Facility	Assigned Judicial Officers
Auburn	2.00
Belleuve	2.05
Burien	3.00
Issaquah	1.40
Redmond	3.10
Shoreline	1.20
<b>Total</b>	<b>12.75</b>

**Methodology/Definitions/Notes:**

1. Removes judicial differential factor. Resulting in only judges deemed necessary per court calendars.

2018 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION

\*\*18 Centralized Clerks + 13 Comp Clerks = 31

Programs	Clerical Staff	% of Clerical staff	31.00	
			Clerks after removal of Centralized and Compliance Clerks	Total w/o Centralized Clerks
County-State Criminal DUI/Phy Control, Mis Traffic & NT & PO's	22.07	16.42%	5.09	16.98
County-State Infractions (Traffic & Non-Traffic, Prkg)	31.64	23.54%	7.30	24.34
County-State Civil, Name Changes, Small Claims/impounds	35.38	26.32%	8.16	27.22
City Contracts				
Auburn	12.09	8.99%	2.79	9.30
Beaux Arts	0.00	0.00%	0.00	0.00
Bellevue	12.12	9.01%	2.79	9.32
Burien	2.45	1.82%	0.57	1.89
Carnation	0.02	0.01%	0.00	0.01
Covington	1.24	0.92%	0.28	0.95
Duvall	0.50	0.37%	0.12	0.39
Kenmore	0.80	0.59%	0.18	0.61
Redmond	3.89	2.90%	0.90	3.00
Sammamish	1.33	0.99%	0.31	1.02
Shoreline	3.33	2.48%	0.77	2.56
Skykomish	0.00	0.00%	0.00	0.00
DV Court (State)	2.29	1.70%	0.53	1.76
Jail/Felony/Expedited	2.49	1.85%	0.57	1.92
Passports	2.78	2.07%	0.64	2.14
<b>Total</b>	<b>134.40</b>	<b>100.0%</b>	<b>31.00</b>	<b>103.40</b>

Total FTEs as Clerical Staff	
Total FTEs as Clerical Staff	134.40
Compliance Clerks	13.00
Passport Clerks	2.78
Specialty FTEs	4.78
Centralized FTEs	18.00
Remaining Clerical	95.85

SPECIALTY FTEs	
Program	Clerks
DV Court	2.29
Jail	2.49
	4.78

CENTRALIZED FTEs		
Court	Program	Clerks
Central	Payment Ctr	8.00
Central	Call Center	10.00
		18.00

**FACILITY RATES**

<b>District Court Facilities</b>				
	Streamlined/ Actual FMD Rate	Capped Rate	CPI-W	Facility Charge
2018	33.50	27.51	3.40%	27.51
2019	31.91	28.09	2.10%	28.09
2020				
2021				-
2022				-
2023				-
2024				-
2025				-
2026				-
2027				-
2028				-
2029				-
2030				-
2031				-
2032				-

**Methodology/Definitions/Notes:**

1. Per Exhibit B, the rate each year following 2022 is the lesser amount between the actual rate provided by King County's Facilities Management Division and the capped rate determined by multiplying the previous year's facilities charge by that year's CPI-W.

**EXHIBIT B**  
**ANNUAL FACILITY CHARGES FOR DISTRICT COURT FACILITIES**

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 County owned or operated District Court facilities.

King County's Facilities Management Division (FMD) determines the cost per square foot for facilities owned and maintained by the County. The FMD rate typically includes: operating costs, debt service, major maintenance contribution, space planning, conservation/energy management, cost of carbon, and FMD overhead. FMD's rates are specific to each building group. District Court facilities are a single group.

The annual facility charge is the net rentable square footage in each facility pursuant to Section 3.1 multiplied by the FMD rate per square foot for the District Court facilities.

FMD will provide the rate for the District Court dedicated buildings for the next two calendar years by September of each even year. For 2022, cities will pay the actual FMD rate. 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 increasing the previous year's facilities charge by that year's annual CPI-W (Seattle Tacoma Bellevue, all items, base period 1982-84=100).<sup>1</sup>

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<sup>1</sup> Annual CPI-W will be sourced each year from the U.S. Bureau of Labor Statistics during contract reconciliation. Annual CPI-W is available in 2020 at [https://data.bls.gov/timeseries/CWURS49DSA0&output\\_view=pct\\_12mths](https://data.bls.gov/timeseries/CWURS49DSA0&output_view=pct_12mths).