

City of Redmond



Agenda

Tuesday, January 19, 2021

4:30 PM

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Comcast Channel 21, Ziply Channel 34, or listen at 510-335-7371**

Committee of the Whole - Public Safety

Committee Members

Varisha Khan, Presiding Officer

Jeralae Anderson

David Carson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Tanika Kumar Padhye

AGENDA

1. Approve Interlocal Agreement for the Provision of District Court Services between King County and the City of Redmond [CM 21-021](#)

[Attachment A: Background and Summary of Terms of the Interlocal Agreement](#)

[Attachment B: Interlocal Agreement](#)

[Attachment C: Exhibits A-D to the Interlocal Agreement](#)

(Requested by: Executive) - 10 minutes

2. Interlocal Agreement Between King County and The City of Redmond for Jail Services [CM 21-022](#)

[Attachment A: Interlocal Agreement](#)

(Requested by: Police) - 10 minutes



Memorandum

Date: 1/19/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-021

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Nina Rivkin	Chief Policy Advisor
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TITLE:

Approve Interlocal Agreement for the Provision of District Court Services between King County and the City of Redmond

OVERVIEW STATEMENT:

The City of Redmond contracts with King County for the provision of court services from King County District Court pursuant to a fifteen-year agreement that began in 2006 and expires at the end of 2021. The agreement has been updated for the next thirteen-year time period, with an initial five-year term and two four-year extensions, expiring on December 31, 2034.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Under Washington State law (RCW 39.34.180), cities are responsible for providing criminal justice services for misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions; these services include prosecution, public defense, court and jail services.
- **Council Request:**
N/A
- **Other Key Facts:**
Twelve cities contract with King County for court services and are bringing the agreement to their Councils for approval. The contract cities are: Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline and Skykomish.

OUTCOMES:

The Interlocal Agreement with King County for court services is essentially the same agreement that has been in place since 2006, with updates to reflect changes in state law and improve clarity of terms and processes. The cost model, which is an attachment to the agreement, has been updated and includes a cap on costs for security provided by the King County Sheriff's Office at facilities used by cities. The model has also been refined to reflect the intent that the cities pay only for services, staff and facilities used by cities.

The continuation of court services from King County District Court will ensure the City meets its statutory obligations to adjudicate misdemeanor and gross misdemeanor offenses occurring within the City. District Court has successfully partnered with the City of Redmond to meet City needs and address any operational and service items. The City benefits from being a part of a unified District Court system that has been serving the City for decades, with a court facility located on the City's municipal campus, adjacent to the City's public safety building that houses the Redmond Police Department and Prosecutor's Office. In addition, Redmond's Community Court, operated in partnership with District Court, the City and the Redmond Library, will continue to provide court and a wide array of services to Redmond participants.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

King County receives the revenue from City of Redmond case filings to help defray the costs of court services. Each year, District Court conducts a reconciliation of their costs and revenue that has been collected for the year. The City pays the difference between case filing revenue and City costs. For 2019, the last year for which reconciliation was conducted, the City's total costs were \$826,950; case filing revenue was \$434,571 and the City paid \$392,378.

Approved in current biennial budget: ☒ **Yes** ☐ **No** ☐ **N/A**

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: ☐ **Yes** ☒ **No** ☐ **N/A**

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

The interlocal agreement identifies all costs that cities pay; only costs included in the agreement can be charged to cities and included in the reconciliation of city costs and revenue retained by King County.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/2/2021	Business Meeting	Approve

Time Constraints:

King County and the cities originally intended to complete negotiations and bring an updated agreement to councils for review and approval in 2020, at least one-year before the current agreement expires. However, this work was delayed somewhat due to the pandemic. All current contract cities are bringing the agreement to their councils for approval in early 2021. District Court and the cities could potentially be impacted by a decision of a city not to continue to contract with King County for services from District Court, as the cost model spreads some fixed costs across the cities and King County. Cities have been requested to approve the Interlocal Agreement in January and February of 2021, to be followed by King County Council review and approval.

ANTICIPATED RESULT IF NOT APPROVED:

The City is required to provide municipal court services. The City can provide court services either through its own municipal court or pursuant to an agreement with King County District Court or another city's municipal court. If the Council chooses to not approve the interlocal agreement, the City would need to provide another option for court services. Due to the size of Redmond's caseload, it is not feasible to contract with another municipal court for these services (as the workload would overwhelm a municipal court). The City could create a municipal court to begin operations January 1, 2022, however Council would need to fund expedited planning efforts, which would require consultant assistance or supplemental staff with municipal court experience. Council would also need to fund start-up costs and initial facility costs (including remodel costs) in 2021, as well as facility and operational costs for 2022.

ATTACHMENTS:

Attachment A: Background and Summary of Terms

Attachment B: Interlocal Agreement

Attachment C: Exhibits A-D to the Interlocal Agreement

Interlocal Agreement with King County for Court Services

Background and Summary of Terms

King County District Court Background

King County District Court: is the largest court of limited jurisdiction in the state of Washington. Of the cases filed annually with King County District Court, approximately 40% of the filings are city filings (from cities who contract with District Court for court services) and the remaining 60% of the filings are King County's exclusive responsibility. In 2019, the last year of complete annual data, approximately 208,000 cases were filed in King County District Court.

Contract Cities: the twelve cities that currently contract for court services are: Auburn, Beaux Arts, Bellevue, Burien, Carnation, Covington, Duvall, Kenmore, Redmond, Sammamish, Shoreline, Skykomish.

Court Facilities: District Court currently has 10 court facilities located throughout King County, in: Auburn, Bellevue, Burien, Issaquah, King County Courthouse (Seattle) and Maleng Regional Justice Center (Kent), King County Jail (Seattle-jail calendars only), Redmond, Shoreline, and Vashon Island.

Significant Terms of the Agreement, with Updates to the Current Agreement Noted

Term: Initial term of five years, with two four-year automatic extensions unless the agreement is terminated; the initial term is effective January 1, 2022 – December 31, 2026, the first extension is effective January 1, 2027 – December 31, 2030, and the second extension is effective January 1, 2031 – December 31, 2034. The term of the extensions aligns with judicial election years as required by Washington State law; this is a change from the current agreement due to a change in state law.

Termination: Termination is allowed by any party provided notice is provided; notice is increased from 18 months in the current agreement to 23 months prior to an effective date of a contract extension, to allow cities to adjust budgets and/or plan for alternative court services.

Court Services and Decision-making: Court services include all local court services imposed by Washington State statute, court rule, individual City ordinance, or other regulations. Supreme Court General Rule (GR) 29 requires that ultimate decision-making authority regarding management and administration of the District Court remains with the Presiding Judge, however the agreement includes consultation with contract cities on many items. Court services include case processing and management, customer service, probation services, court calendars and judicial services.

Judicial Pool: Each city creates a pool of judges from the judges elected to the judicial district where the facility is located (Redmond is within the Northeast Judicial District); judges from within this pool may hear city cases. The Presiding Judge determines judicial assignments annually and per updated language, must provide notice to a city of a change impacting judicial assignments so the parties may discuss potential impacts prior to the change being finalized.

Court Calendars: Regular calendars are scheduled for the City and the City must consent to changes in the calendars. Language has been added to include a process to change the number of calendars, after meeting and discussion with the City and with the concurrence of the executive committee of District Court that additional calendar(s) is necessary to manage caseload. The City of Redmond and District Court have worked cooperatively to ensure there are enough calendars to handle city case filings.

Oversight Committees: The agreement includes two oversight committees as a forum for cooperation between the cities and District Court.

District Court Management Review Committee (DCMRC): Addresses system-wide issues related to court services. Membership includes District Court representatives including the Chief Presiding Judge and Chief Administrative Officer, a King County Executive representative, and one representative for each contracting city. DCMRC meets quarterly and as part of its responsibilities, ensures reconciliation is conducted annually.

Court Facility Management Review Committee (CFMRC): established for each facility to address facility level or individual city issues, taking into consideration guidance from the DCMRC. Membership includes the judges at that facility, the Division presiding judge, the Division director, the court manager, City prosecutor, City public defender, City police and other representatives the City or District Court wishes to include. CFMRC meets monthly unless the group agrees to cancel.

Facilities: The agreement provides for the use of existing King County and City-owned facilities, temporary or permanent closure/relocations, annual facility charges, and capital improvement projects. Updates provide clarity on temporary or permanent closure/relocations. Facility charges cover rent and operations and maintenance. Costs for capital improvements at a facility must be agreed to by the city using the facility and absent a cost sharing agreement, the city is not responsible for these costs.

Revenue, Filing Fees and Reconciliation: King County receives the revenue from city case filings and cities are responsible for any differences between these revenues and costs. Reconciliation of city costs and revenue is conducted annually pursuant to the process and timeline in the agreement. A filing fee is set for every criminal citation and infraction filed with District Court; annual increases are tied to the Consumer Price Index-U (CPI-U) reported in June. The criminal citation fee is \$349 and infraction fee is \$27.

Full-Cost Recovery Model: The agreement provides for a full-cost recovery model. The agreement identifies all costs that cities pay; only costs included in the agreement can be charged to cities. The cost model is an exhibit to the agreement. Cities pay for their use of services, staff and facilities.

City costs are based on individual city filings and use of facilities. King County District Court uses a “weighted caseload” approach; each type of case filing is assigned a set number of minutes, based on a time study of the average clerk and judicial time used to process each case type. A weighted caseload approach provides a more accurate reflection of the use of court resources, as, for example, It takes less time to process a traffic infraction than a driving under the influence (DUI) case.

City costs for facilities have been updated so that cities only pay for space they use. Several facilities (Issaquah and Shoreline) have unused courtrooms/space and the cities that use those facilities were charged for all the space at the facility. This change to the cost model does not impact Redmond, as all the courtrooms and space at the Northeast District Court facility are used. The City’s facility costs are based on its percentage of clerks and judges at the NEDC facility.

Security costs have been updated, with a cap on the costs for security provided by the King County Sheriff’s Office. Security cost increases shall not exceed 100% of the Seattle-Tacoma-Bellevue CPI-W, annual, plus an additional 1%, with a maximum capped increase of a 5% in any given year for the total security costs per facility starting in 2022.

District Court Technology and System Improvement Projects: The County maintains a reserve fund for cities' contributions for technology and other system improvement projects so that these costs can be spread out over time. In the past, this funding was used for the Court's Electronic Court Records project. The Court is currently implementing a new Case Management System, which should result in efficiencies and cost saving for the County and the cities. In 2019, Redmond costs for technology improvements were \$8,389.

Dispute Resolution: The agreement includes dispute resolution provisions if an issue is unable to be resolved by the parties, including referring a matter to the DCMRC committee, non-binding mediation, or invoking the termination provision of the agreement. Language has been updated to clarify processes for individual city or facility level disputes vs. system-wide disputes. Each City waives and releases any right to invoke binding arbitration related to this agreement.

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

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY (“County”) AND THE CITY OF _____ (“City”) is entered on this _____ day of _____, 2020. County and the City may be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

City/Participating City: An individual city.

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

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

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

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

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

Effective Date: January 1, 2022

KCC: King County Courthouse in Seattle, WA.

MRJC: Maleng Regional Justice Center in Kent, WA.

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

1.0 TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

2.0 SERVICES; OVERSIGHT COMMITTEES

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

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

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

other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of witnesses¹ and parties prior to a scheduled hearing; providing to a Participating City prosecutor (and contract Participating City prosecutor who has signed the required Department of Licensing confidentiality agreement), complete Court calendars, the conduct of bench and jury trials; pre-sentence investigations; sentencing; post-trial motions; the duties of the Courts of Limited Jurisdiction regarding appeals; and any and all other Court functions as they relate to municipal cases filed by the Participating City in its assigned District Court.

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

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

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

2.2.5 Regular Court Calendars.

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

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

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

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

- 2.2.6 Participating City Judicial Services. Not later than September 30, the Participating Cities² whose cases are primarily heard at the same District Court facility shall submit in writing to the Chief Presiding Judge a pool of District Court judges who may hear these Participating Cities' Regular Calendars beginning the next calendar year. The pool shall consist of not less than 75 percent of the judges elected or appointed to the judicial district wherein the facility is located. Within thirty (30) calendar days of an election or notice to the applicable Participating Cities of an appointment of a new judge within the judicial district, the Participating Cities shall be entitled to recreate their pool of District Court judges ("Recreated Pool"). The Recreated Pool shall take effect within thirty (30) calendar days of submission of the pool. In the case of an election, the Recreated Pool shall take effect the next calendar year following the election. Except when the Chief Presiding Judge deems an alternative assignment is necessary, the Chief Presiding Judge shall assign judges from these Participating Cities' pool, whether the original pool or a Recreated Pool, of judges to hear their Regular Calendars. If no pool of judges is submitted by the Participating Cities at a particular facility, the Chief Presiding Judge may assign any judge of the King County District Court system to hear the Regular Calendars at that facility. All other judicial functions and hearings that are not set on a Participating City's Regular Calendars can be heard by any judicial officer of the District Court against whom an affidavit of prejudice has not previously been filed that would prevent the judicial officer from hearing the matter. Each party shall notify the other party via email, telephone, or meeting (between the Cities' DCMRC representative and the Chief Presiding Judge or designee) when there will be a change or action impacting judicial assignments so the parties may discuss potential impacts prior to the change being finalized. This notice requirement does not apply to short-term judicial coverage that lasts up to one month.
- 2.2.7 The County shall provide all necessary personnel, equipment and facilities to perform the foregoing described District Court Services in a timely manner as required by law and court rule.

2.3 District Court Management Review Committee (DCMRC).

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

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

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

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

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

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

3.0 FACILITIES

3.1 Utilizing Existing County Facilities

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

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

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

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

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

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

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

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

3.2 Relocation from a Participating City Facility

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

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

- 3.2.2 Separate Facility Agreements. The District Court will continue to operate at the Participating City's facility under the terms of a separate agreement between the County and the Participating City until the new location is agreed upon and operational, unless District Court Services are terminated pursuant to Section 1.2 of this Agreement..
- 3.2.3 Temporary Emergency Relocations. The provisions of Section 3.1.5 regarding temporary relocations due to emergency circumstances also apply in the case of District Court Services provided to a Participating City in a City-owned or operated facility, except Section 3.1.5.1 does not apply. If District Court Services for a Participating City must be temporarily relocated from a City-owned or operated facility to a County facility, the County and the Participating City will negotiate appropriate facility operating and rent costs and any other appropriate reimbursement of costs for the temporary relocation.

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

- 3.3.1 Sole Benefit. Capital improvement projects for space that is dedicated to the sole use and benefit of either a Participating City(ies) or the County shall be funded by the benefiting party. In the case of a capital improvement project solely benefiting a Participating City(ies), the County and the Participating City(ies) will negotiate payment and enter into a separate agreement to address such project.
- 3.3.2 Dual Benefit. Capital improvement projects at a facility for space benefiting both the County and all Participating Cities served in the facility shall be presented to the affected CFMRC. The Participating Cities' contribution to the costs of the capital improvement projects shall be determined by mutual agreement of the County and the Participating Cities served in the affected facility. Absent an approved capital cost sharing agreement between the County and the Participating 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.³ Filing fees will be established each year by the DCMRC pursuant to statutory criteria and this Section. At or before the commencement of this Agreement, the filing fees shall be as set by the agreement of the Participating Cities.

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

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

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

- 4.3.1 Beginning in 2022 and each year thereafter, the County shall perform a reconciliation of its actual reported Participating City’s Case Costs and the Local Court Revenue retained in the previous year. This reconciliation shall be completed no later than July 31 of each year. The County costs of performing the reconciliations shall be a reimbursable Participating City’s Case Cost and included as a Participating City’s Case Cost under Exhibit A.
- 4.3.2 No later than August 1 of the year in which the reconciliation is completed, the County shall send each Participating City a written statement as to the findings of the reconciliation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.0 DISPUTE RESOLUTION.

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

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

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

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

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

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

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

6.0 RE-OPENER.

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

7.0 WAIVER OF BINDING ARBITRATION.

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

8.0 INDEMNIFICATION.

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

8.2 Indemnification.

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

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

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

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

9.0 INDEPENDENT CONTRACTOR.

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

10.0 NOTICE.

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

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

To the City:

(insert title of mayor, City manager, or City administrator and address)

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

11.0 PARTIAL INVALIDITY.

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

12.0 ASSIGNABILITY.

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

13.0 CAPTIONS.

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

14.0 FORCE MAJEURE.

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

15.0 ENTIRE AGREEMENT.

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

16.0 GOVERNING LAW.

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

17.0 NO THIRD-PARTY RIGHTS.

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

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

18.0 COUNTERPARTS.

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

19.0 AMENDMENT OR WAIVER.

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

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

King County

City of _____

King County Executive

Title:

Date:

Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney

City Attorney

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
	Non-Facility costs/Non-CX overhead		
B	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
	One-Time Costs for District Court		
F	Technology and System Improvement Projects	73,963	57,522
J-Facility Costs	Facility Usage	274,391	449,154
	TOTAL CITY CASE COSTS IN 2018:	6,693,198	6,535,984
	TOTAL CITY REVENUE IN 2018	\$ 6,246,369	\$ 6,453,133
	Percentage of Total City Case Costs to		
	Total City Revenue 2018	107%	101%
	City Dedicated Costs		
G	Dedicated City space	-	-
	TOTAL CITY COSTS w/ DEDICATED	6,693,198	6,535,984

Methodology/Definitions/Notes:

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

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	-
Total	\$6,693,044	\$0	\$6,693,044	\$6,246,369	\$3,938,352	\$2,754,693	\$2,993,593	\$238,900

ATTACHMENT "A" - TO THE FINANCIAL EXHIBIT
King County District Court
2018 District Court Program Budget Salaries and Benefits

	Judges *	Clerks*	LT*	CM*	OP/J 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%
Subtotal without Probation	26.33	86.40	1.98	13.20	30.81	0.73				159.46	\$ 18,887,020	will not add up to 100%
Total Salary and benefits for Court											\$ 20,181,618	
District Court Program Budget, Salaries and Benefits attributed to Contract Cities.												\$ 4,975,644
Multiplier Percent of Salaries and Benefits for Contract Cities												24.65%
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	
Subtotal Probation Costs		17.00	0.69	4.57	8.85	0.14	3.00	12.00	13.00	59.25	\$ 6,122,803	
					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	

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)	<u>2018 Total District Court</u>	<u>Probation where applicable</u>	<u>Net less probation</u>	<u>Comments</u>
CX FUND				
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 REPAIR 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)	<u>2018 Total District Court</u>	<u>Probation where applicable</u>	<u>Net less probation</u>	<u>Comments</u>
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 CHRG	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
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Total District Court	6,661,559	1,592,036	5,069,524
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53105 OTHER CONTRACT/PROF SRVCS AGENCY TEMP WORKERS	-	-	-
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55045 COURTHOUSE SCREENERS	-	-	-
55144 PROPERTY SERVICES	339	-	339
55331 LONG TERM LEASES	4,472	1,117	3,355
55249 FMD STRATEGIC INITIATVFEE	-	-	-
53801 JURY/WITNESS FEES & MILEAGE	131,139	32,755	98,384
55145 FACILITIES MGMT	100,745	25,163	75,581
55160 CONST & FACLTY MGMT	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
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Multiplier (from Program Budget Salaries/Benefits, see Tab A)

"TOTAL CITY COSTS"	24.65%
City Jury Costs Owed	695,956.21
	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.

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

ATTACHMENT "C" - TO THE FINANCIAL EXHIBIT

Security Costs per Facility

Facility	<u>Total Sheriff Security Costs per Facility (capped amount)</u>	<u>Average of Judicial percentage and clerical percentage per Facility</u>	<u>City Case Costs 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
			644,906

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:

1%				
Year	Security Costs Per Facility	CPI-W + 1%	Cap	Capped Costs per Facility
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:

1. The multiplier by facility is the average of the percent of clerical need for contract cities in the facility and the percent of judicial need for contract cities in the facility. The City Cost is the product of the actual staff salary and benefits for security and screening at each facility and the multiplier by facility.
2. FTE costs include salary, benefits, overtime, vacation, sick leave and required training for security personnel.
3. 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>by facility</u>	<u>Shared Space</u>	<u>Total per foot</u> <u>cost</u>	<u>Multiplier</u>	<u>City Case</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					27,772

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

Specific Task done and hours spent on Reconciliation listed below

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

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

Methodology/Definitions/Notes:

- 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 NonFacility 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 cities 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 footage.
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
	TOTAL CITY CASE COSTS IN 2018:	6,693,198	\$ 5,773,902	\$ 919,296
	TOTAL CITY REVENUE IN 2018	\$ 6,246,369		

City Dedicated Costs

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

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	\$ -	\$ -	-	\$ -	\$ -	\$ -
Bellevue	\$ 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)
Total	\$ 5,773,902	\$ 919,142	\$ -	\$ 6,693,044	\$ 6,246,369	\$ (446,676)

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 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
TOTAL CITY CASE COSTS IN 2018:		6,693,198	\$ 5,773,902	\$ 919,296
TOTAL CITY REVENUE IN 2018		\$ 6,246,369		

City Dedicated Costs

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

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%	\$ -
Total	2,984,559	100%	\$ 5,773,902

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 4,975,644	\$ 695,956	\$ 27,772	\$ 567	\$ 73,963	\$ 5,773,902

Facility Costs for Cities

Facility Usage

Summary of City Costs			Method for Allocation	
Total Costs per Summary Exhibit A			Non-Facility Costs	Facility Costs
Attachment	Item	City Case Costs 2018	Clerical 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	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
TOTAL CITY CASE COSTS IN 2018:		6,693,198	\$ 5,773,902	\$ 918,296
TOTAL CITY REVENUE IN 2018		\$ 6,246,369		
City Dedicated Costs				
G	Dedicated City space	-		
TOTAL CITY COSTS w/ DEDICATED		6,693,198		

Facility Usage Costs

Courthouse facility charge per square foot

2018 \$		27.51	
Clerical Facility Usage		Judicial Facility Usage	
Total Clerical Need per Facility & Contract City Clerical Need	Clerical Allocated Square Footage	Total Judicial Need per Facility & Contract City Judicial Need	Judicial Allocated Square Footage
Total Allocated Square Footage		Total Allocated Square Footage	Total Allocated Facility Costs
Auburn Courthouse	15.00	2.00	
Auburn	9.30	1.52	\$ -
Covington	0.95	0.26	\$ -
Bellevue Courthouse	13.00	2.05	
Beaux Arts	0.00	0.00	\$ -
Bellevue	9.32	2.06	\$ -
Burien Courthouse	18.00	3.00	7,242 \$ 298,263
Burien	1.89	377	0.45 1,078 1,455 \$ 40,040
Issaquah Courthouse	12.00	2,400	1.40 4,516 6,916 \$ 190,270
Carnation	0.01	3	0.04 128 131 \$ 3,613
Sammamish	1.02	204	0.36 1,169 1,374 \$ 37,786
Redmond Courthouse	15.00	3,000	3.10 6,687 9,687 \$ 266,481
Duvall	0.39	77	0.10 215 293 \$ 8,048
Redmond	3.00	599	1.15 2,481 3,080 \$ 84,726
Skykomish	0.00	-	0.00 - \$ -
Woodinville	0.00	-	0.07 141 141 \$ 3,880
Shoreline Courthouse	11.00	2,200	1.20 2,636 4,836 \$ 133,049
Kenmore	0.61	123	0.32 699 822 \$ 22,619
Shoreline	2.56	513	0.99 2,166 2,678 \$ 73,680
Total Cities Allocated Cost			\$ 274,391

Security Costs

Spreading Attachment D (security) across each City

Calculation of Multiplier by Facility:

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	2.00	1.77			\$	172,665
Auburn	9.30	91%	1.52	0.86%		88%	\$	152,240
Covington	0.95	9%	0.26	14%		12%	\$	20,517
Bellevue Courthouse	13.00	9.32	9.32	2.06			\$	189,561
Beaux Arts	-	0%	-	0%		0%	\$	-
Bellevue	9.32	100%	2.06	100%		100%	\$	189,366
Burien Courthouse	18.00	1.89	1.89	0.45			\$	28,074
Burien	1.89	100%	0.45	99%		100%	\$	27,937
Issaquah Courthouse	12.00	1.04	1.40	0.40			\$	40,997
Carnation	0.01	1%	0.04	10%		6%	\$	2,326
Sammamish	1.02	98%	0.36	91%		94%	\$	38,693
Redmond Courthouse	15.00	3.38	3.10	1.32			\$	71,687
Duvall	0.39	11%	0.10	8%		9%	\$	6,806
Redmond	3.00	89%	1.15	87%		88%	\$	63,002
Skykomish	-	0%	-	0%		0%	\$	-
Woodinville	0.00	0%	0.07	5%		2%	\$	1,775
Shoreline Courthouse	11.00	3.18	1.20	1.30			\$	141,922
Kenmore	0.61	19%	0.32	24%		22%	\$	31,094
Shoreline	2.56	81%	0.99	76%		78%	\$	110,996
Total Cities Allocated Costs							\$	644,752

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.

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 of average courtroom+average jury room+average chambers+ Cell J31 (jury assembly). Values from FMD.
Judicial	Variable, below	Additional square footage to represent jury assembly space.
Additional Judicial	348	Auburn Courthouse 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

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	49,779	7,391	

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
Beaux Arts	39	100%/ 0%	39	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
Carnation	2,986	100%/ 0%	2,986	0	3,327	100%/ 0%	3,327	0
Covington	91,132	100%/ 0%	91,132	0	100,378	100%/ 0%	100,378	0
Duvall	48,705	100%/ 0%	48,705	0	48,154	100%/ 0%	48,154	0
Kenmore	166,531	100%/ 0%	166,531	0	140,383	100%/ 0%	140,383	0
Redmond	408,824	100%/0%	408,824	0	446,444	100%/0%	446,444	121
Sammamish	279,656	100%/ 0%	279,656	0	259,938	100%/ 0%	259,938	0
Shoreline	422,402	100%/ 0%	422,402	0	469,379	100%/ 0%	469,379	0
Skykomish	0	100%/ 0%	0	0	0	100%/ 0%	0	0
Woodinville	34,424	100%/ 0%	34,424	0	5,121	100%/ 0%	5,121	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
JURISDICTION												
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
Total State/County	76,251	8,040	3,366	316	1,059	2,684	20,157	3,205	586	12,344	11,527	139,535
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
Total Contract Cities	28,224	294	771	2,774	5,261	0	0	0	0	0	43,700	81,024
Total KCDC	104,475	8,334	4,137	3,090	6,320	2,684	20,157	3,205	586	12,344	55,227	220,559

2018 - KING COUNTY DISTRICT COURT WEIGHTED FILINGS BY CASETYPE																
	Infraction Non- Traffic/Traffic	Infraction Non- Traffic/Traffic E-citations	DUI/Physic al Control	Misd Traffic	Misd Non- Traffic	DV Court (State Cases)	Protection AH/Orders	Civil	Name Changes	Small Claims/Imp ounds	Expedited Filings	Felony 1st Appear	Parking	Parking E-citations	Passports	Total Jan - Dec
Case Wgt (Minutes)	40	27	370	305	149	409	132	149	28	60	83	12	9	6	15	
JURISDICTION																
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
Total State/County	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
Case Wgt (Minutes)	40	27	370	305	149	139							9	6		
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
Duvall	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
Total Contract Cities	14,680	760,077	285,270	846,070	576,481	193,488		0	0		0	0	138,879	169,614		2,984,559
	388,000	2,783,943	1,530,690	942,450	624,459	374,266	354,288	2,502,902	88,004	205,260	48,638	148,128	242,622	169,614	219,510	10,622,774

Methodology/Definitions/Notes:

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

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

2018 - JUDICIAL ALLOCATION

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

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

	County/State Criminal	County/State Infractions	County/State Civil	DV Court	Jail/Felony Expedited	Inquests	Shared
JURISDICTION							
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			0.50
Total Judges Used	19.04	7.93	1.13	6.49	0.98	2.00	0.00

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
Bellevue	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
Duvall	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
Total Contract Cities	321.49	6.18	1.11	7.29	7.29

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
Bellevue	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
Duvall	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
City Totals		1.11		1.11
All Totals	216.12		57.60	5.26

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
Totals	216.00	100.00%	4.15

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

Special Assignment Judges	
RLP Court Burien	0.10
RLP Court Seattle	0.10
DV Court MRJC	0.80
Jail/Felony/ MRJC	0.70
Jail/ Fugitive Seattle	1.10
Felony/Expedited Seattle	0.20
Total	3.00

Facility	Assigned Judicial Officers
Auburn	2.00
Bellevue	2.05
Burien	3.00
Issaquah	1.40
Redmond	3.10
Shoreline	1.20
Total	12.75

Methodology/Definitions/Notes:

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

2018 - KING COUNTY DISTRICT COURT CLERICAL ALLOCATION

31.00				
Programs	Clerical Staff	% of Clerical staff	Clerks after removal of Centralized and Compliance Clerks	Total w/o Centralized Clerks
County-State Criminal DUI/Phy Control, Mis Traffic & NT & PO's	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
Total	134.40	100.0%	31.00	103.40

**18 Centralized Clerks + 13 Comp Clerks = 31

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

District Court Facilities				
	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).¹

¹ 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.

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 1st 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 _____'s regular court calendars will be held on _____ (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.



City of Redmond

15670 NE 85th Street
Redmond, WA

Memorandum

Date: 1/19/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-022

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Tim Gately	Provisional Captain
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TITLE:

Interlocal Agreement Between King County and The City of Redmond for Jail Services

OVERVIEW STATEMENT:

The City of Redmond is responsible for housing inmates detained on local misdemeanor and/or felony charges. The City currently contracts with King County Jail, located in Seattle, in addition to SCORE located in Des Moines and at the King County Regional Justice Center in Kent to provide jail services.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
n/a
- **Required:**
The City is required by law to house misdemeanants and felons under RCW 39.34.180 (Criminal Justice Responsibilities - Interlocal Agreements - Termination.
<https://app.leg.wa.gov/rcw/default.aspx?cite=39.34.180>)
- **Council Request:**
n/a
- **Other Key Facts:**
This is a renewal and update of a previous agreement.

OUTCOMES:

The City pays for inmate beds, on an as needed basis, and other jail services for inmates detained on City misdemeanor

and felony charges.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The final version of the contract was received from King County on December 18, 2020 and is slated to begin January 1, 2021.
- **Outreach Methods and Results:**
n/a
- **Feedback Summary:**
n/a

BUDGET IMPACT:

Total Cost:

Varies upon use

Approved in current biennial budget: ☒ Yes ☐ No ☒ N/A

Budget Offer Number:

228 Criminal Justice

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: ☐ Yes ☒ No ☐ N/A

If yes, explain:

N/A

Funding source(s):

General Fund

Budget/Funding Constraints:

n/a

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
2/2/2021	Business Meeting	Approve

Time Constraints:

This Interlocal Agreement takes effect on January 1, 2021. The agreement will give the Police Department the ability to house inmates at the King County Jail.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the City would need to explore other options for alternative jail services; these options are limited and could come at a greater expense.

ATTACHMENTS:

Attachment A: Interlocal Agreement Between King County and The City of Redmond for Jail Services

Interlocal Agreement Between King County and The City of Redmond for Jail Services

THIS AGREEMENT is effective as of January 1, 2021 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Redmond a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
 - A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):
 - 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:

- 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
- 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
- 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
 - 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
 - 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
 - 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.
 - 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the

City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.

- 1.7 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 "Contract Cities Inmates" means all Contract Cities' City Inmates.
- 1.11 "County Inmate" means any Inmate that is not a City Inmate.
- 1.12 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 "Inmate" means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.26. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 “Official Daily Population Count” is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.
- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties,

as needing the level of services provided in the Jail's acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail's acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.

- 1.24 "Parties" mean the City and County, as parties to this Agreement.
 - 1.25 "Secure Bed Cap for Contract Cities" means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count, and is established in Section 6.
 - 1.26 "Secure Detention" refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
 - 1.27 "Surcharge" means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmary Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
 - 1.28 "2012-2030 Agreement" means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
 - 1.29 "Base Year" refers to the year in which the base fees, charges and surcharges are set.
- 2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2022. This Agreement shall supersede all previous contracts and agreements between the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
 - 3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
- 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2022.
- 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2022.
- 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
- 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
- 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
- 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
- 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
- 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to

provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges, and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DAJD-AP@kingcounty.gov
Attn: Finance – Inmate Billing
500 Fifth Avenue
Seattle, WA 98104 FAX Number: 206-296-3435

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to

legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
 - 6.1.1 Through December 31, 2022, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 11.11 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail's capacity limit for Contract City Medical Inmates is thirty (30). The Jail's capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.4, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.4, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City shall take custody of its¹ Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County's request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County's request, the County shall deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designee must accept the Medical or Psychiatric Inmate from the County, and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care

¹ Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 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. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such 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's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.

- 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

- 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.

10. Termination. Either Party may initiate a process to terminate this Agreement as follows:

- 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
- 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

11. General Provisions.

- 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.
- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.

- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Redmond:

Captain Tim Gately

PO Box 97010

Redmond, WA 98073

Or their successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County

The City of Redmond

King County Executive

Title of City Official

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

Title of City Official

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Inmate booked by a city on a felony investigation whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.	County responsibility prior to release of felony investigation by County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases originated by state agencies (i.e., WSP)	County responsibility
6	Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2

Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing (Relating to Section 1.6.9)

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice, but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II
Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/21 0700	Released 7/3/21 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/21 0700	Temporary Release 7/2/21 0700
	Return to Jail 7/8/21 0700 Number of Inmate days = 2	Released 7/9/21 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III

Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2021 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2021**, and for the remainder of the calendar year 2021, **excluding** any adjustments for Capital Expenditure Charges, will be **\$204.30**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2021 is **\$210.19**. The Maintenance Charge shall be inflated in 2022 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.16). By August 15 of 2021, DAJD will estimate the total number of Inmate Days for 2022, and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2022.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2021, and continuing through calendar year 2021, the Capital Expenditure Charge for ISP for the City is \$4.90 and the Capital Expenditure Charge for the CSSP is \$0.99, for a combined total Capital Expenditure Charge of \$5.89 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2021 and for the remainder of the calendar year 2021 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$149.31**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$219.16**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2022, the City must either provide a court order not later than July 1, 2021 confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2022 as described in section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2021, through December 31, 2021, and shall be inflated for 2022 as described in Section 5 below.

- a. **Infirmiry Care.** For Medical Inmates, the City shall pay an Infirmiry Care Surcharge of **\$316.35** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$96.99** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$254.48** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$351.47**.
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$96.99** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$351.47**.
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$72.94** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. **Inflators.** Effective January 1, 2022, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5%, but shall in no event be lower than 1.5%.::

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

- i. Infirmarary Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i>

JHS Infirmary Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Patients requiring medical detoxification/withdrawal management</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.</i></p>