

ATTACHMENT A to Ordinance 19559:

FIRST AMENDMENT TO OFFICE SPACE USE AGREEMENT

CR: _____ Date: _____ PO & Loc: 1510393.001

**FIRST AMENDMENT TO OFFICE
SPACE USE AGREEMENT**

This FIRST AMENDMENT TO OFFICE SPACE USE AGREEMENT ("Amendment") modifies the Office Space Use Agreement, PO #1510393.000, dated 06/26/2015 (the "Use Agreement") between the City of Bellevue, a municipal corporation (the "City"), and King County, a political subdivision of the State of Washington (the "County"). The City and the County may be collectively referred herein as the "Parties" or individually as a "Party".

Recitals:

- A. The Parties have negotiated a new Interlocal Agreement for Provision of District Court Services that will be effective January 1, 2022 (the "2022 Court Services Agreement").
- B. The term of the Use Agreement is scheduled to expire on December 31, 2021.
- C. The Parties desire to amend the Use Agreement to extend the term of the Use Agreement to run concurrently with the 2022 Court Services Agreement and otherwise modify the Use Agreement pursuant to the terms and conditions set forth below.
- D. Capitalized terms which are used in this Amendment without definition have the meanings given to them in the Use Agreement.

Agreement:

NOW, THEREFORE, in consideration of foregoing Recitals, the mutual covenants and agreements contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of such are hereby acknowledged, the Parties agree to amend the Use Agreement as follows, and with all amendments effective as of January 1, 2022:

- 1. Section 1 ("Term") is amended to add the following language at the end of the section:

The Parties agree to extend this Use Agreement for additional terms on the same terms and conditions to run concurrently with the Interlocal Agreement for Provision of District Court Services

effective January 1, 2022 (the "2022 Court Services Agreement"), attached to this Use Agreement as Exhibit "B-1," as follows:

For a five (5) year term thereafter commencing January 1, 2022, and expiring on December 31, 2026 (the "Third Term");

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

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

2. Section 2 ("Termination") of the Use Agreement is hereby deleted in its entirety and replaced with the following language as Section 2. Termination:

2. Termination. This Use Agreement shall run concurrently with the Court Services Agreement or 2022 Court Services Agreement, as applicable. Any renewal or extension of this Use Agreement beyond the Third, Fourth, or Fifth Term described in Section 1 shall be by written agreement authorized by the City and County Councils.

3. The City's contact for notices required under Section 3 ("Notice") of the Use Agreement is amended as follows:

City of Bellevue
450 110th Avenue NE
P.O. Box 90012
Bellevue, Washington 98009
Attn: City Attorney's Office

4. Section 4 ("Rent") of the Use Agreement is hereby deleted in its entirety and replaced with the following language as Section 4. Rent:

4. Rent. As consideration for the Permission granted by the City in this Use Agreement and in lieu of payment of rent, the County covenants and agrees to operate a District Court pursuant to: (i) the terms and conditions outlined between the Parties in the Court Services Agreement for the initial and second terms; and (ii) pursuant to the terms and conditions outlined between Parties in the 2022 Court Services Agreement for the Third, Fourth and Fifth Terms.

5. Section 6 ("Telephone, internet, and video") of the Use Agreement is hereby amended as follows:

The first sentence shall be stricken in its entirety and replaced with the following:

"The County will provide phone service and phones, and internet access to serve the court areas through the King County Microsoft Teams platform."

6. The City's contact for escalation of custodial and maintenance issues under Section 9 ("Contact for Custodial Maintenance Issues") of the Use Agreement is amended as follows:

450 110th Avenue NE
P.O. Box 90012
Bellevue, Washington 98009
425-452-6153
Attn: Facilities Operations Manager

7. Section 10.3 ("Security Screening") of the Use Agreement is hereby amended as follows:

The final sentence shall be stricken in its entirety and replaced with the following:

"The cost of security screening shall be charged to the City as a City Case Cost pursuant to Section 4 of the Court Services Agreement or the 2022 Court Services Agreement, as applicable."

8. Section 11 ("Parking") of the Use Agreement is hereby amended as follows:

The second sentence shall be stricken in its entirety and replaced with the following:

"Nineteen (19) stalls on the ground level beneath the building will be designated as reserved for the County."

9. The Parties acknowledge the City delivered the Premises to the County with the Tenant Improvements Substantially Completed as outlined in Section 18 ("Tenant Improvements") and Exhibit D ("Tenant Improvement Cost Reimbursement Agreement") to the Use Agreement.

10. All Parties to the Use Agreement shall comply with GASB 87 reporting requirements.

11. Exhibit B-1: Interlocal Agreement for Provision of District Court Services, effective January 1, 2022, attached to this Amendment shall be attached to and incorporated therein to the Use Agreement by this reference.

Except to the extent herein revised, amended or modified, all terms, conditions and provisions of said Use Agreement are hereby affirmed and ratified in all respects.

In witness whereof, the Parties have executed this amendment and it shall be effective as of January 1, 2022.

City of Bellevue

King County

Dated: _____
By: _____
Name: _____
Title: _____

Dated: _____
By: _____
Name: _____
Title: _____

By: _____
Name: _____
King County District Court

Approved as to Form:

Approved as to Form:

Assistant City Attorney

Deputy Prosecuting Attorney

EXHIBIT B-1

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

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF DISTRICT COURT SERVICES BETWEEN KING COUNTY (“County”) AND THE CITY OF BELLEVUE (“City”) is entered on this 21 day of March, 2022. County and the City may be referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

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

2. Under the 2006 Agreement, the County is providing the City with District Court services at the King County District Court – East Division, Bellevue Courthouse (“Bellevue District Court”) located at BELLEVUE COURTHOUSE, 1309 114TH Ave SE, Suite 100, Bellevue, WA 98004, and the City is sharing in the King County District Court system costs with the other Participating Cities.

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

City/Participating City: An individual city.

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

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

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

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

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

Effective Date: January 1, 2022

KCC: King County Courthouse in Seattle, WA.

MRJC: Maleng Regional Justice Center in Kent, WA.

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

1.0 TERM AND TERMINATION

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

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

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

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

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

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

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

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

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

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

2.0 SERVICES; OVERSIGHT COMMITTEES

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

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

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

other evidentiary hearings; pre-trial hearings; discovery matters; notifications and subpoenaing of 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:
Brad Miyake
Bellevue

(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 Belleveue

DocuSigned by:
Dow Constantine
4FBCAB8196AE4C6...
King County Executive

DocuSigned by:
Brad Miyake
116F000950F7404...
Title: City Manager

Date: 3/25/2022

Date: 3/21/2022

Approved as to Form:

Approved as to Form:

DocuSigned by:
Samantha Kanner
B142B2B1C3AF4BB...
King County Deputy Prosecuting Attorney

DocuSigned by:
Kathleen Kie
BF183A40655849A...
City Attorney

EXHIBIT D
City Regular Court Calendar

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

The City of Bellevue's regular court calendars will be held every day 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.