

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Approval of Settlement Agreement with Yakima County on Jail Services
<b>DEPARTMENT:</b>	City Attorney's Office
<b>PRESENTED BY:</b>	Ian Sievers, City Attorney

**PROBLEM/ISSUE STATEMENT:**

In 2002, Shoreline joined a coalition of other King County cities in negotiating a long term contract with Yakima County to house city inmates awaiting trial in municipal court or to serve a jail sentence following conviction. This initiative was in response to reluctance by King County to continue to offer its jail to suburban cities as a regional service. The resulting jail contract with Yakima County provided a lower cost for incarceration than the King County contract used by Shoreline since incorporation.

The Yakima contract established a duty of prisoner care and supervision in compliance with all applicable federal, state and local laws and regulations; guaranteed a minimum number of daily jail beds available for city inmates; and provided bus transportation for inmates to and from the Renton jail.<sup>1</sup> In exchange, each city paid a set daily fee per inmate and collectively committed to a 440 average daily bed usage for all city inmates. Yakima used the bed guarantee as a revenue stream to pay debt service on bonds to finance a new correctional facility for Yakima's needs and the interlocal agreement with King County cities as well as operating costs. The long term contract runs to the end of 2009.

The Jail Advisory Group (JAG), formed by city participants in the interlocal agreement to administer the contract, commissioned consultants to report on the Yakima jail operation in September 2006. The consultant's report found that delay in opening the new Yakima correction facility was contributing to overcrowding and contributing to violence in the inmate population. It also found unacceptable delay in providing medical care. Statements by Yakima County officials to the JAG and the local press indicated an unwillingness to open the completed new facility even after its shake-down operation because it would be less expensive to continue operation of the existing jail. In response to their consultant's report and likelihood of continuing problems in the old facility eleven of the contract cities, including Shoreline, filed a formal claim as a prerequisite to suit for breach of contract. Attachment A. Some cities substituted jail beds in alternate facilities at higher cost and several cities filed one-year notices to terminate the long-term interlocal with Yakima. Shoreline continued to use the Yakima

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<sup>1</sup> A companion 2002 interlocal agreement with Renton and the coalition cities allowed use of the Renton jail as a short term holding facility and collection point.

facility while pursuing settlement negotiations based on corrective measures taken by Yakima to resolve some of the most acute problems of inmate safety and medical care as reported by the JAG consultant in January, 2007. Opening the new facility, however, was seen as the only satisfactory long term solution to overcrowded conditions and inmate safety.

Over the past several months the JAG and city attorneys of the contract cities have been negotiating a settlement to this dispute with Yakima County. Attachment B is the tentative agreement to settle claims which has been reached. It includes amendments and clarification of the existing interlocal agreement for jail facilities and requires Council authorization. Key terms of this agreement are:

- Yakima agrees to an enforceable commitment to fully operate the new correction facility. Yakima County opened two pods at the end of February in response to the cities claim of breach and commits to opening the remaining two pods by the end of this year absent the occurrence of certain limited circumstances defined in the agreement.
- The cities that remain in the jail interlocal will not be obligated to pay the guaranteed average bed usage of the original contract if Renton and Seattle leave the agreement. The guarantee will be reduced by the bed usage of these cities.
- Shoreline agrees to settle and withdraw its claim for possible past breaches of the interlocal agreement based on cures and the promise to open the rest of the correction facility. There is no waiver of future claims for breach.
- Yakima and JAG agree to detailed reporting protocols on jail operations to allow prompt notice of complaints and problems in the future.
- By settling, Shoreline will be given the same terms as those contract cities that reach a separate settlement with Yakima on more favorable terms.

**FINANCIAL IMPACT:** There is no financial impact. Shoreline's proportional share of the collective guarantee bed cost will not change if Renton and Seattle follow through with their notice of intent to terminate participation in the jail interlocal agreement

### **RECOMMENDATION**

Motion authorizing the city manager to sign the Agreement to Settle and Release Claims and Withdraw Terminations Related to Agreement to House Inmates.

### **ATTACHMENTS:**

- A. Shoreline Claim against Yakima County
- B. Agreement to Settle and Release Claims and Withdraw Terminations Related to Agreement to House Inmates.

Approved By:

City Manager 

City Attorney 

CITY OF AUBURN, a noncharter code city;	)	
CITY OF BELLEVUE, a noncharter code city;	)	
CITY OF DES MOINES, a noncharter code	)	
city; CITY OF FEDERAL WAY, a noncharter	)	<b>CLAIM FOR DAMAGES</b>
code city; CITY OF KIRKLAND, a noncharter	)	
code city; CITY OF LAKE FOREST PARK, a	)	(RCW 4.96.010-.020)
noncharter code city; CITY OF MERCER	)	
ISLAND, a noncharter code city; CITY OF	)	
REDMOND, a noncharter code city; CITY OF	)	
SEATTLE, a first-class charter city; CITY OF	)	
SHORELINE, a noncharter code city; CITY OF	)	
SNOQUALMIE, a noncharter code city; CITY	)	
OF TUKWILA, a noncharter code city,	)	
	)	
Claimants,	)	
	)	
vs.	)	
	)	
YAKIMA COUNTY,	)	
	)	
Defendant.	)	
	)	

To the Board of County Commissioners for Yakima County:

Pursuant to RCW 4.96.010 and .020, and to Yakima County Code § 2.98.090, you are hereby notified that the claimants, the Cities of Auburn, Bellevue, Des Moines, Federal Way, Kirkland, Lake Forest Park, Mercer Island, Redmond, Seattle, Shoreline, Snoqualmie and Tukwila (collectively, "Claimants"), claim damages from Yakima County ("Yakima").

CLAIM FOR DAMAGES - 1

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- 3 City of Des Moines  
21630 11<sup>th</sup> Avenue South
- 4 Des Moines, Washington 98198
- 5 City of Federal Way  
33325 8<sup>th</sup> Ave. S.
- 6 Federal Way, Washington 98063
- 7 City of Kirkland  
123 Fifth Avenue
- 8 Kirkland, Washington 98033
- 9 City of Lake Forest Park  
17425 Ballinger Way NE
- 10 Lake Forest Park, Washington 98155
- 11 City of Mercer Island  
9611 SE 36<sup>th</sup> Street
- 12 Mercer Island, Washington 98040
- 13 City of Redmond  
15670 NE 85<sup>th</sup> Street
- 14 Redmond, Washington 98073
- 15 City of Seattle  
600 Fourth Avenue
- 16 Seattle, Washington 98124
- 17 City of Shoreline  
17544 Midvale Ave. N.
- 18 Shoreline, Washington 98133
- 19 City of Snoqualmie  
8020 Railroad Ave. SE
- 20 Snoqualmie, Washington 98065
- 21 City of Tukwila  
6200 Southcenter Blvd.
- 22 Tukwila, Washington 98188
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CLAIM FOR DAMAGES - 3

1 FACTS

2 Contract Between Cities and Yakima

3 In or around August 2002, the Cities and Yakima entered into an interlocal agreement for  
4 jail services (the "Agreement"), under which the Cities agreed to rent jail beds from the Yakima  
5 County Department of Corrections and Security. Prior to execution of the Agreement by all parties,  
6 the Cities and Yakima agreed to modify certain provisions of the Agreement. The Cities and  
7 Yakima then entered into an Addendum ("Addendum") to the Agreement, effective October 31,  
8 2002, containing the modifications, including an extension of the termination date. The Agreement  
9 and the Addendum were signed by all of the Cities and by Yakima.

10 In the Agreement and Addendum, Yakima agreed to maintain its correctional facilities,  
11 including a new jail facility, to care for and house inmates from the Cities. In exchange for  
12 Yakima's commitment to provide care, housing and security for City inmates, the Cities agreed to  
13 pay Yakima a fee according to a specified schedule.

14 In the Agreement and Addendum, Yakima agreed to a "Minimum Bed Guarantee."  
15 Beginning on October 1, 2003, Yakima guaranteed a minimum of 440 daily jail beds for City  
16 inmates. The Cities agreed to pay Yakima for the specified number of jail beds, even if the actual  
17 number of City inmates sent to Yakima were to fall below the Minimum Bed Guarantee.

18 The Agreement and Addendum required Yakima to exercise due diligence to complete its  
19 new jail facility, at which point Yakima would be required to begin accepting City inmates in the  
20 new jail:

21 Following the commencement of construction, Yakima County agrees to  
22 exercise due diligence to complete the New Jail Facility, the occupancy date,  
23 following the shakedown period, is currently estimated by Yakima County to be July  
1, 2004. Upon receipt of a full or temporary certificate of occupancy for the New  
Jail Facility, and upon completion of the required "shakedown period," Yakima

1 County agrees to accept City Inmates pursuant to this Agreement in the New Jail  
2 Facility.

3 Addendum, § 2(c) (modifying Agreement, § 2; emphasis added).

4 In or around November 2004, the Cities and Yakima entered into a Second Amendment to  
5 the interlocal agreement (the "Second Amendment"), which became effective on December 31,  
6 2004. Among other terms, the Second Amendment provided that the Cities would pay a reduced  
7 fee for up to 100 beds of the 440 bed commitment.

8 During the negotiation of the Agreement, the Addendum, and the Second Amendment,  
9 representatives of Yakima repeatedly assured the Cities that the County would build and open the  
10 new jail. The bed rental fee that was negotiated, including the reduced fee in the Second  
11 Amendment, was calculated by Yakima staff to cover the Cities' share of the operating and debt  
12 service costs for both Yakima's existing jail facilities and the new jail. Yakima's commitment to  
13 build, open and operate the new jail was an essential inducement for the Cities to enter into the  
14 long-term interlocal agreement and amendments.

15 The Cities, including Claimants, have complied with all of their contractual duties and  
16 obligations. Pursuant to the Agreement, the Addendum, and the Second Amendment, the Cities  
17 have paid Yakima more than \$8 million per year to house City inmates and to provide funding for  
18 Yakima to open and operate the new jail. In 2006, the Cities are scheduled to pay Yakima  
19 approximately \$8.76 million.

20 Consultant Report

21 In or around September 2005, the Cities retained two consultants with extensive experience  
22 in administering and working with correctional facilities to undertake an assessment of inmate  
23 safety and the quality of medical care being delivered to inmates in the Yakima County jail. On  
November 30, 2005, the consultants issued their report. Their principal recommendation was that,

1 in order to improve the level of inmate safety, Yakima should open the new jail (referred to in the  
2 Report as the "Justice Center"):

3       **Recommendations.** The two most important steps that could be taken to  
4 increase levels of inmate safety are to begin to use the currently vacant Justice  
5 Center to relieve crowding in the Main Jail Complex and to continue efforts to  
6 introduce a modified direct supervision management model in the Annex. . . .

7       While operational changes in the Main Jail and Annex can reduce levels of  
8 violence and enhance the level of inmate safety, virtually anything done in those two  
9 facilities will be something of a stopgap measure. The facilities are going to remain  
10 crowded, idleness is likely to continue, and other compromises of strong correctional  
11 practice will continue to be necessary. **Our recommendation for a more  
12 permanent solution is to open the new Justice Center.** [Emphasis in original.]

#### 13 Yakima's Refusal to Open New Jail

14       A certificate of occupancy was issued for the new jail in or around August 2005. In or  
15 around November 2005, the new jail began its "shakedown mode" (i.e., a test run of its facilities,  
16 systems and procedures). More than 100 inmates, including City inmates, were transferred to the  
17 new jail for the shakedown.

18       On or about December 5, 2005, the Cities sent a letter to the Yakima County Administrator  
19 and Yakima County Department of Corrections officials requesting a formal response to the  
20 consultants' report. The letter requested that Yakima provide a specific work plan to implement the  
21 report's recommendations, in particular the opening of the new jail.

22       On or about January 12, 2006, Steve Robertson, Director of the Yakima County Department  
23 of Corrections, sent a letter in response to the Cities' December 5 letter. With respect to the new jail  
(referred to in Mr. Robertson's letter as the "JC"), Mr. Robertson stated that it was "currently in  
'shakedown mode.'" He acknowledged that the shakedown was nearly complete, but further stated:  
"As you know, we are not scheduled to open the new JC in 2006." In fact, this was not something



1 of which the Cities were "aware." The Agreement had contemplated that the new jail would be  
2 ready to house inmates by July 1, 2004. Even though that date had been delayed, the Cities  
3 assumed the new jail would open and be operational in 2006 once the shakedown was complete.  
4 Mr. Robertson's letter closed by claiming that Yakima had insufficient funds to operate the new jail.

5 On or about February 28, 2006, in response to Mr. Robertson's letter, the Cities wrote a  
6 letter to the Yakima County Commissioners expressing the Cities' "grave concerns" regarding  
7 Yakima's apparent intent to breach the terms of the Agreement by refusing to open the new jail.  
8 The Cities cited the contractual provisions requiring Yakima to construct, open and accept City  
9 inmates in the new jail, and representations made by Yakima during contract negotiations:

10 In 2004, when the second amendment to the contract was negotiated, Yakima  
11 County representatives continued to assure the Cities that the county would be  
12 building and opening the new jail. During these negotiations Yakima County staff  
13 developed the reduced rate fee for up to 100 unused beds. This fee was intentionally  
14 calculated by your staff to cover both the debt service and the fixed costs associated  
15 with the full operation of the new jail.

16 In response to Mr. Robertson's claims that Yakima had insufficient funds to operate the new jail,  
17 the Cities noted that such claims were without factual or legal basis:

18 Any financial constraints the county may be facing do not relieve the county of its  
19 legal obligation to open and operate the New Jail Facility. Additionally, under the  
20 terms of our agreement, the 35 cities will pay Yakima County \$8.76 million to house  
21 city inmates in 2006. This funding is more than sufficient to cover the Cities' share  
22 of the operating and the debt service costs for both the existing and the new jails.

23 The letter further expressed the Cities' understanding that a certificate of occupancy for the  
new jail had been issued in August 2005, and that the shakedown had begun in November 2005.

The Cities demanded that Yakima open the new jail by July 1, 2006.

The Yakima County Commissioners responded in a letter dated March 8, 2006, which stated  
that the shakedown period had been extended until June 2006. In response to the demand to open  
the new jail, the Commissioners claimed that the Agreement "clearly obligates [the Cities] to

1 provide Yakima County with acceptable inmate populations to fully open, and operate the New Jail  
2 Facility as intended.” The Commissioners cited no provision imposing any obligation on the Cities  
3 to provide “acceptable inmate populations,” and in fact the Agreement contains no such provision.

4 On or about May 23, 2006, Yakima County ended the shakedown. In announcing the  
5 termination, Yakima noted that while the shakedown has disclosed certain problems, all of these  
6 had been repaired. The new jail, although fully constructed, is not open and houses no inmates.

7 Yakima’s actions constitute breach of contract and breach of the covenant of good faith and  
8 fair dealing.

### 9 DAMAGES

10 The Cities pay Yakima more than \$8 million annually to house City inmates, a rate that  
11 was calculated to provide sufficient funds for Yakima to open and operate the new jail. Because  
12 Claimants have been paying Yakima to house City inmates in a new jail that Yakima has refused  
13 to open and operate, they have suffered and will continue to suffer damage in the form of  
14 overpayments to Yakima. The amount of that damage is unknown at this time.

15 Moreover, in light of Yakima’s continued breach of its obligation to open the new jail and  
16 breach of the covenant of good faith and fair dealing, Claimants and the other Cities have  
17 undertaken an exhaustive search for alternative jail space to house City inmates. Yakima’s breaches  
18 have caused Seattle to send some of its inmates to another jail, at a cost to date to Seattle of more  
19 than \$415,000, and will further force Claimants to incur additional expenses in the future in  
20 locating and securing alternative jail space. The amount of that damage is unknown at this time.

21 Demand is hereby made that Yakima pay Claimants their losses caused by Yakima’s breach  
22 of contract, including but not limited to expenses and overpayments incurred to date, and expenses  
23 to be incurred in the future in securing alternative jail space.

1 **FINAL DECISION REQUESTED**

2 Claimants request that the Board of County Commissioners for Yakima County make a final  
3 decision on this claim.

4 The undersigned declare under penalty of perjury of the laws of the State of Washington that  
5 the foregoing is true and correct.

6 DATED this \_\_\_\_\_ day of September, 2006.

7  
8 CITY OF AUBURN

9  
10 By: \_\_\_\_\_

11 Daniel B. Heid, WSBA No. 8217  
Auburn City Attorney

12 OFFICE OF THE CITY ATTORNEY  
13 CITY OF BELLEVUE

14 LORI M. RIORDAN, City Attorney

15  
16 By: \_\_\_\_\_

17 Siona D. Windsor, WSBA No. 22785  
Assistant City Attorney

18 CITY OF DES MOINES

19  
20 By: \_\_\_\_\_

21 Anthony A. Piasecki  
Des Moines City Manager

CITY OF FEDERAL WAY

By:

Patricia A. Richardson, WSBA No. 16419  
Federal Way City Attorney

CITY OF KIRKLAND

By:

Robin S. Jenkinson, WSBA No. 10853  
Kirkland City Attorney

CITY OF LAKE FOREST PARK

By:

Michael P. Ruark, WSBA No. 2220  
Lake Forest Park City Attorney

CITY OF MERCER ISLAND

By:

Londi K. Lindell, WSBA No. 14427  
Mercer Island City Attorney

CITY OF REDMOND

By:

James E. Haney, WSBA No. 11058  
Redmond City Attorney

1 CITY OF SEATTLE

2 THOMAS A. CARR  
3 Seattle City Attorney

4 By:

5 \_\_\_\_\_  
6 Gregory C. Narver, WSBA #18127  
7 Assistant City Attorney

8 CITY OF SHORELINE

9 By:

10 \_\_\_\_\_  
11 Robert Olander  
12 Shoreline City Manager

13 CITY OF SNOQUALMIE

14 By:

15 \_\_\_\_\_  
16 Patrick B. Anderson, WSBA No. 2487  
17 Snoqualmie City Attorney

18 CITY OF TUKWILA

19 By:

20 \_\_\_\_\_  
21 Shelley Kerslake, WSBA No. 21820  
22 Tukwila City Attorney  
23

## **AGREEMENT TO SETTLE AND RELEASE CLAIMS AND WITHDRAW TERMINATIONS RELATED TO AGREEMENT TO HOUSE INMATES**

This Agreement to Settle and Release Claims and Withdraw Terminations Related to Agreement to House Inmates ("Settlement Agreement") is between Yakima County and the Cities that execute this Settlement Agreement ("Settling Cities").

### **RECITALS**

- A. WHEREAS, Yakima County and 35 King County cities (the "Cities") have entered into an Interlocal Agreement and addenda and amendments thereto (collectively, the "Agreement"), for the Yakima County Department of Corrections (YCDOC) to house the Cities' misdemeanor inmates; and
- B. WHEREAS, the Cities have formed a Jail Advisory Group (JAG) and a Jail Operations Group (JOG) to facilitate the Cities' administration of the Agreement; and
- C. WHEREAS, the Cities of Seattle and Renton (Terminating Cities) are also parties to the Agreement, the JAG and the JOG; and
- D. WHEREAS, the Agreement calls for the construction, completion and operation of a New Jail Facility; and
- E. WHEREAS, a dispute arose between Settling Cities and Terminating Cities and Yakima County regarding the opening of the New Jail Facility and other operational concerns raised in a 2005 report by consultant William C. Collins (Consultant) to the Cities; and
- F. WHEREAS, on September 27, 2006, the Cities of Auburn, Bellevue, Des Moines, Federal Way, Kirkland, Lake Forest Park, Mercer Island, Redmond, Seattle, Shoreline, Snoqualmie, Tukwila, ("Claimants") filed a claim under chapter 4.96 RCW ("Claim") against Yakima County related to the dispute; and
- G. WHEREAS, Renton on August 22, 2006, and, Seattle on December 8, 2006, gave Yakima County notice of their intent to terminate their Interlocal Agreements with Yakima County, and these two cities represent 182 of the 440 bed commitment under the Agreement; and
- H. WHEREAS, the Cities of Auburn, Des Moines, and Snoqualmie ("Settling Terminating Cities") also gave Yakima County notice of their intent to terminate their Interlocal Agreements with Yakima County, and
- I. WHEREAS, in January 2007, subsequent to the various cities' claims and notices of intent to terminate the Agreement, Consultant William Collins issued a report that documents significant improvements in inmate safety and medical care made by YCDOC during 2005 and 2006, and that YCDOC is committed to continued improvement in jail operations, including direct and modified direct inmate supervision; and

J. WHEREAS, Yakima County irrevocably intends to open and operate the New Jail Facility for the term of the Agreement; and

K. WHEREAS, Yakima County opened 2 of the 4 pods of the New Jail Facility, also known as the Justice Center, on February 27, 2007, and is doing all things necessary and appropriate to fully open and operate the Justice Center by December 31, 2007, and

L. WHEREAS, the Settling Cities recognize that full opening and safe operation of the New Jail Facility involve unpredictable factors that are beyond Yakima County's control including availability of good candidates to be hired to serve as corrections officers and support staff as well as retirement, resignation, and/or termination of existing corrections officers and staff; and

M. WHEREAS, under the Section 4 of the Agreement, the Minimum Bed Commitment of the Settling Cities is reduced by the ADP attributable to any city that terminates the Agreement; and

N. WHEREAS, Yakima does not seek to require Settling Cities to pay any amounts that, under the Agreement, are the responsibility of any terminating city, and

O. WHEREAS, Yakima County and the Settling Cities wish to resolve their differences and continue to be parties to the Agreement with the following commitments; and

P. WHEREAS, this Settlement Agreement is intended to clarify but not to change terms of the Agreement,

NOW, THEREFORE, in consideration of the mutual benefits to be derived, Yakima and the Settling Cities agree as follows:

## **AGREEMENT**

### **1. Opening and Operation of New Jail Facility.**

A. Yakima County irrevocably intends to open and operate the New Jail Facility for the term of the Agreement. Therefore, Yakima County shall do everything reasonably within its control to open the 3<sup>rd</sup> and 4<sup>th</sup> pods of the New Jail Facility on or before December 31, 2007, and to fully operate the New Jail Facility for the term of the Agreement.

B. Circumstances reasonably beyond the control of Yakima County that prevent safe opening and/or operation of the New Jail Facility shall excuse Yakima County from opening all 4 pods of the New Jail Facility on or before December 31, 2007, and/or from subsequently operating the New Jail Facility for the term of the Agreement. Such circumstances include, without limitation, availability of good candidates to be hired as corrections officers and support staff as well as retirement, resignation, and/or termination of existing corrections officers and staff. Provided however, "circumstances" shall not include decisions, acts or omissions arising or resulting in whole or in part from budgetary or financial considerations or circumstances, or termination by any King County city of its Inmate Housing Agreement with Yakima County.

C. If, due to circumstances reasonably beyond the control of Yakima County, all 4 pods of the New Jail Facility are not open and operating by December 31, 2007, and/or for the term of the Agreement, Yakima County shall remain obligated to continue to do all things necessary and appropriate to fully open and operate the New Jail Facility as soon as possible after December 31, 2007, and to fully operate the New Jail Facility for the term of the Agreement.

**2. Financial Responsibility of Settling Cities.**

A. The Minimum Bed Commitment of the Settling Cities and Settling Terminating Cities shall, pursuant to Section 4 of the Agreement, be reduced by the ADP attributable to any city that terminates the Agreement.

B. At no time shall Settling Cities be responsible to pay for another city's alleged or actual minimum bed commitment.

**3. Release of Settling Cities' Claims and Withdrawal of Notice of Termination.**

A. Settling Cities release and forever discharge Yakima, its elected officials, officers, employees and agents from the Claims they filed against Yakima County on September 27, 2006, and from any known claims, damages, and/or causes of action for failing to open the New Jail Facility.

B. Notwithstanding anything to the contrary, this release does not extend to:

1. Settling Cities' rights under Paragraph 16(b) of the Agreement, as amended, except as specifically released herein.
2. Claims by Settling Cities arising out of or resulting from Yakima's promises and/or obligations contained in this Settlement Agreement which are to be fulfilled in the future.

C. The notices of termination of each of the Settling Terminating Cities are withdrawn with prejudice with respect to events prior to the date of the execution of this Settlement Agreement that are known to said Cities, except in the event Yakima County breaches Section 1 of this Settlement Agreement, such notices shall have the same effect they had on the day before the date of the execution of this Settlement Agreement.

**4. Release of Yakima County Claims.**

Yakima County releases and forever discharges the Settling Cities, their elected officials, officers, employees and agents from any claims, damages and/or causes of action, including but not limited to defamation, slander, false light, negligent or intentional interference with business expectations, attorney's fees and cost, arising out of or resulting from Cities' September 27, 2006, Claim against Yakima County.

**5. Operational Reporting:**

As further consideration for the promises and commitments made by the Settling Cities herein, Yakima County shall report the following information to the JAG:



- A. Total daily population per jail facility, on a weekly basis (i.e. custody report);
- B. Number of city inmates housed in special housing, by category of special housing, on a weekly basis;
- C. Inmate assaults broken down by jail facility and floor area, on a monthly basis (i.e. report titled Assaults by Month, Location);
- D. Next business day reporting to affected city of Transport Referral Form with supporting documentation; and
- E. Inmate grievances, providing number of grievances by category, for total population, on a monthly basis.

The JAG shall be responsible for forwarding all information provided under this section to the Cities. The frequency and nature of the requested reports may be changed by mutual agreement.

#### **6. Inmate Housing Classification.**

- A. Yakima County will maintain an inmate housing classification system, and will assist the JAG to understand classification issues that affect Cities' inmates' housing assignments.
- B. Yakima County will, consistent with Yakima County's operational necessity, provide Settling Cities reasonable advance notice of changes to the classification system to permit comment.

#### **7. JAG Meetings.**

The YCDOC Director, or his/her designee, shall attend JAG meetings and report on any issues as requested.

#### **8. Agreements with Other Cities**

If Yakima County enters into an agreement with, or otherwise permits, a non-settling city that is a current party to the Agreement to house its inmates at Yakima County on terms more favorable than those contained in the Agreement or in this Settlement Agreement, such more favorable terms shall apply to all Settling Cities. For purposes of this section, "terms more favorable " shall include any term or condition applicable to housing inmates, such as minimum bed commitment, bed rates or other financial obligations, termination, or commitments or conditions for opening and operating the New Jail Facility, that, compared to the Agreement or this Settlement Agreement, provides some benefit or reduces some burden to the non-settling city.

#### **9. Effect on Interlocal Agreement.**

This Settlement Agreement is not intended to reduce the rights or obligations of Settling Cities and Yakima County contained in the Agreement except as it relates to the impacts of Terminating Cities as described above. The provisions of this Settlement

Agreement related to operational protocols are clarifications of the rights and obligations under the Agreement.

**10. Advice of Counsel.**

The Settling Cities and Yakima County warrant that they are each represented by counsel or have the opportunity for said representation and that counsel, if any, have fully explained the provisions of this Settlement Agreement and that all parties have had an opportunity to participate in its drafting.

**11. Non-admission.**

This Settlement is solely for the purpose of settling disputed claims and shall not be construed as an admission by Yakima or Settling Cities as an admission of any liability or wrongdoing.

**12. Headings**

The Section headings in this Settlement Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Sections they introduce.

**13. Severability.**

If any of the provisions of this Settlement Agreement are held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable.

**14. Binding Effect on Signatories**

This Settlement Agreement shall be binding on Yakima County only after nine of the following cities: Auburn, Bellevue, Des Moines, Federal Way, Kirkland, Lake Forest Park, Mercer Island, Redmond, Shoreline, Snoqualmie, Tukwila, have executed this Settlement Agreement, and its effective date shall be the date the ninth of these cities executes this Settlement Agreement. Yakima County shall not delay executing the Settlement Agreement pending Settling Cities obtaining authorization from their legislative bodies to execute this Agreement.

**15. Attorney's Fees and Costs.**

Any attorney's fees and/or costs incurred by Settling Cities and/or Yakima related to the disputes resolved by this Settlement Agreement shall be borne by the respective party who incurred said fees or costs.

**16. Breach of Settlement Agreement.**

The prevailing party in any litigation brought to enforce this Settlement Agreement is entitled to reimbursement for its reasonable attorney's fees and all reasonable costs and expenses incurred in addition to any damages and equitable relief.

**17. Governing Law**

This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**18. Counterpart Copies**

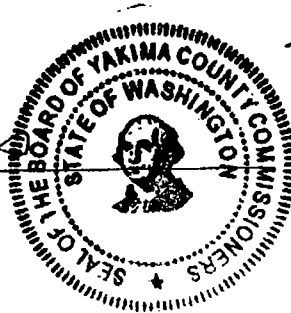
This Settlement Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

**YAKIMA COUNTY**

Date: May 15, 2007

Attest:

Christina S. Steiner,  
Clerk of the Board



Michael D. Leita, Chairman

Ronald F. Gamache, Commissioner

J. Rand Elliott, Commissioner  
CONSTITUTING

THE BOARD OF COUNTY COMMISSIONERS  
FOR YAKIMA COUNTY, WASHINGTON

Approved as to form:

S. Peterson  
Deputy Prosecuting Attorney

**City of Auburn**

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

Approved as to form: \_\_\_\_\_

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

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

**City of Bellevue**

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

Approved as to form: \_\_\_\_\_

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

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

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