


CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to sign an interlocal agreement with Yakima County for jail services and an interlocal agreement with other cities.
DEPARTMENT: City Manager's Office
PRESENTED BY: Steven C. Burkett, City Manager
Eric C. Swansen, Senior Management Analyst 

PROBLEM/ISSUE STATEMENT:

Jail services are consuming an unacceptably high portion of the City's resources. The City needs to develop practical alternatives for meeting our mandated requirements for jailing misdemeanor prisoners.

Negotiations with King County on developing a new jail services agreement have resulted in the County not being able to meet the needs of City prisoners past 2005. While King County will have some beds available, they will likely be available to City prisoners on a space available basis for pre-sentence prisoners only. While the negotiations have tentatively agreed upon a new base rate, there are numerous issues relating to jail capacity that are still being negotiated.

However, the County's position is clear. Cities need to "get out", as there is no longer an option to "pay up" as there is not enough capacity beyond 2005.

FINANCIAL IMPACT:

Developing a medium term contract with Yakima County will commit the City to occupying a set number of jail beds for seven years. This commitment will be used by Yakima County to obtain financing to construct a new jail facility to serve the needs of cities in King County who sign identical interlocal agreements. In real terms, this commitment is for 18 beds at \$56 per day for a total of \$367,920 in the first year (at 2002 rates). This amount increases by 5% a year. This is a savings of \$250,622 from the status quo. The sum of payments will be \$3,513,374 between now and 2009.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into the proposed or substantially similar interlocal agreement with Yakima County for jail services and interlocal agreement with other Cities to coordinate use of Yakima County jail services.

Approved By: City Manager  City Attorney 

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INTRODUCTION

Jail services are consuming an unacceptably high portion of the City's resources. The City needs to develop practical alternatives for meeting our mandated requirements for jailing misdemeanor prisoners. In 2001, the City used more than 11,000 jail bed days for misdemeanor jail offenses. This equates to 30 jail beds.

Negotiations with King County on developing a new jail services agreement have resulted in the County not being able to meet the needs of City prisoners past 2005. While King County will have some beds available, they will likely be available to City prisoners on a space available basis for pre-sentence prisoners only. While the negotiations have tentatively agreed upon a new base rate, there are numerous issues relating to jail capacity that are still being negotiated.

BACKGROUND

Staff discussed with your Council the potential for using Yakima County and the City of Renton to meet the City's jail needs. Staff outlined that if we opted to exit from the King County jail, that we would do so in three different phases. The first phase, an interim agreement, would provide immediate jail beds for us to use in Yakima County. The second phase, a medium-term agreement, would provide jail services for the next 7-10 years. The third phase, would be developing a long-term solution to jail services where there was enough time to analyze all the options with enough time to enact the best possible solution. There was consensus support to exit King County and use the more affordable Yakima County option.

This topic was last discussed with your Council on February 11, 2002 when the Council authorized the City Manager to enter into an interim agreement with Yakima County. Since that time, the City has gradually started send prisoners to Yakima, averaging 12-15 prisoners per day. As we grow more confident with experience, we would continue to expand our use of the Yakima facility. This was our first phase with this process of exiting from King County's jail.

We are now about to enter into the second phase, by establishing a medium-term agreement with Yakima County. A group of cities, including Seattle, have been working on developing two interlocal agreements, which are being considered this evening. The first agreement, is a commitment to Yakima County for a minimum number of beds, which will be used to finance construction of a new facility. The second, is an understanding among other cities committing to beds at Yakima on how to manage the combined jail population. City Attorney Ian Sievers has been working with legal counsel from other cities to establish these agreements.

ANALYSIS

The City's jail use in 2001 consisted of 11,000 prisoner days, up from 9,900 days in 2000. Despite this increase, we are seeing signs that the 2001 activity was the peak of our use. In 2002, we are seeing signs of a decrease in jail use, but it is too early to tell if this is a trend.

Best suited prisoners for this option

Jail use can be divided into two categories. Pre-sentence, those being held by court order and awaiting trial and post-sentence, those serving sentences based on convictions for misdemeanor crimes. Generally speaking, 28% of the City's jail beds are for pre-sentence prisoners and 72% are for post-sentence prisoners.

The largest demand for jail beds is from post-sentence prisoners. These prisoners are well suited for transport to Yakima, as they will not need to have any short-term needs to return to the Seattle area while they serve their sentence. Since Yakima generally transports prisoners every other day, with prisoners being held at Renton, King County Jail or the Regional Justice Center beforehand. In practical terms, we should be accommodating people with three or more days sentenced to Yakima, due to transportation constraints between here and there. Looking at the breakdown of sentences, about 8% of all prisoners are post-sentence prisoners serve time ranging from 0-3 days and the remaining 64% serve sentences longer than 3 days. About 2% of all prisoners are pre-sentence prisoners serve 0-3 days and 26% serve greater than 3 days.

Translating jail use to jail beds

In order to translate jail bed days to average daily population or jail beds for this subgroup, we need to take the total number of beds subtract out 36% (for 0-3 day and pre-sentence jail use) and divide it by 365 days (the number of days in a year). If we use our 2001 jail bed demand as a guide for how many beds we would need, we estimate needing 19.3 beds. However, there is growing evidence that 2001 was our "peak" in jail use, and if that is the case, we may not need as many beds. Our 2000 demand for similar beds is 17.65 beds. Since we can't acquire fractional beds, we will want to round to the nearest full bed. This suggests we either get 18 or 19 beds from Yakima.

The importance of underestimating

It is important to note that we would be well served to underestimate our demand for jail beds when making a commitment. This is because we are committing to pay for jail bed days whether we use them or not. While we might be able to sell extra beds to other cities, this is by no means assured. The potential inefficiency of committing to more beds than could be used creates an incentive to underestimate. Each bed beyond what is needed will add an additional \$20,440 in unnecessary costs. Allocating this to 18 beds is an additional \$3.11 per jail bed we commit to each day. Simply stated, one unused bed per year raises the rate from \$56 to \$59.11 per day. Following this underestimating preference, staff suggests we acquire 18 beds as a conservative estimate.

Jail needs for the remaining prisoners

The remaining 28% of our jail use (roughly 8 beds) for pre-sentence prisoners and 8% (roughly 2 beds) for short stay post-sentence prisoners that we will need meet in other ways. Staff is continuing to search for options for these prisoners in the most effective manner.

The majority of these beds, the pre-sentence prisoners, are closely linked to the availability of court services. Pre-sentence offenders have specific length-of-stay, visitation and procedural matters that hinge on the availability of court services. As a result, the decision on how court services are provided will factor largely in how this service is provided in the future. We will want to develop court services in the future to minimize the amount of time a prisoner is held in jail before a hearing. This can be accomplished by siting the court closer to the jail (we already do something like this with our "in-custody" calendar), using video technology (something that cities have had a difficult time doing within the King County jail without major expense) or a combination. There is also growing support for a misdemeanor pre-sentence jail being developed and operated by cities to meet this need, something that will be addressed in the third phase of jail service discussions. We also have limited capacity on a space available basis with King County until a more long-term solution is developed. It does not appear that our use of "city available" King County jail capacity will be in any greater proportion than our general population as a percent of all cities population in the near-term.

Short (0-3 day) post-sentence prisoners could be held at Renton, or using electronic monitoring. Staff continues to explore these options.

Working with other cities

While the first interlocal agreement commits us to getting a number of beds from Yakima, the second allows us to share beds with other cities to maximize our efficiency. Under the terms of the second agreement, we are able to share beds to allow for "peaking capacity" with other cities. As we know from experience, average annual population in a jail fluctuates. Some days we have more people than average, other days we have less than average. Other cities have similar fluctuations, following different patterns.

In order to accommodate these natural fluctuations, each city will receive a regular update on use compared to commitment. Cities that exceed commitments will need to negotiate for extra beds from other cities. Cities that underutilize commitments will be asked to sell the unused bed space to cities that exceeded commitments, or pay for unused space.

The agreement also establishes a staff working group to resolve any disputes, smooth out any working issues and seek improvements to efficiency. Failure to resolve a dispute in this forum will result in a mediated settlement.

Savings from current contract

It is estimated that the City will save \$144,540 in jail maintenance days and \$106,082 in booking costs over our current agreement with King County, assuming 2001 jail use levels at 2002 costs for a full year. This does not include the use of King County for pre-sentence or short-duration (0-3 day) confinements.

Uncontrollable factors

It is important to note that there are a number of factors that are beyond the control of the City when it comes to this analysis. These include:

- **Commitment**
The City is obligated to pay for an agreed upon number of beds, regardless of how they are used. Crime rates could lower, decreasing the demand and increasing our daily fees. Crime rates could increase, increasing demand and forcing us to find more space from other cities, or other providers. While we think we have a fair conservative estimate, we do not pretend to know this for certain.
- **Collective Inability**
The interlocal agreement with Yakima County assumes that enough cities will commitment to a collective total of 440 beds. Failure to obtain this collective commitment may result in the project being scaled back (and costs increasing) or losing this option entirely as the project may no longer be feasible. The largest factor in this is the City of Seattle, who intends to start a interim "trial period" before signing a long-term commitment. This trial should start on June 1 and end on August 1. Both Seattle and Yakima have been working closely together to ensure a smooth trial period. Our commitment would be void, should this minimum commitment of 440 beds not be achieved.
- **Land Use Permitting**
Yakima County still has not received land-use approval from the City of Yakima to construct this facility. While it is unlikely that there will be major objections, as this project is a major employment opportunity for an economically distressed part of the state, it is not certain. Our commitment would be void if Yakima was unable to get proper land use approval.
- **Financial Terms**
Yakima County might not be able to obtain financing for this project due to unfavorable market conditions. Our commitment would be void if Yakima did not obtain financing.
- **Legislative / Judicial Decisions**
The legislature recently clarified the ambiguous language on whether or not a City could send prisoners out of the County in which that city is located. However, there is always the risk that either the legislature or a court could reverse this. There could also be additional judicial decisions regarding jail facilities that could restrict to what extent the City can use Yakima. Generally speaking, our commitment could be reduced or voided if there are legal or judicial causes, which result in loss of use.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into the proposed or substantially similar interlocal agreement with Yakima County for jail services and interlocal agreement with other Cities to coordinate use of Yakima County jail services.

Attachments

- Interlocal Agreement with Yakima County
- Interlocal Agreement with other cities

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON
AND THE CITIES OF ALGONA, AUBURN, BEAUX ARTS, BELLEVUE, BLACK
DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES
MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE
FOREST PARK, MAPLE VALLEY, MERCER ISLAND, NEWCASTLE, NORMANDY
PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC,
SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE AND
YARROW POINT, WASHINGTON, FOR THE HOUSING OF INMATES
BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on this ____ day of _____, 2002 by and between the Cities of Algona, Auburn, Beaux Arts, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, Seattle, SeaTac, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

A. Yakima County and the Cities are each authorized by law to operate a jail.

B. The governing bodies of each of the parties have determined to enter into this Agreement as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW, as amended).

C. The Cities wish to designate Yakima County's correctional facilities as a place of confinement for the incarceration of one or more inmates lawfully committed to the Cities' custody.

D. Yakima County and the Cities have determined that long-term correctional services contracting is a responsible intergovernmental opportunity that resolves serious economic and public safety hardships for all parties.

E. Yakima County intends to construct and professionally operate additional jail bed capacity, in part to meet its obligations created by this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

- (a) Average Daily Population ("ADP") means that number of City Inmates confined in Yakima County correction facilities for a total of seven (7) Jail Days, divided by seven (7).
- (b) Care means custody, care and treatment including basic and emergency and/or major medical and dental care, food, lodging and personal items, as further described in Section 6 of this Agreement
- (c) City Inmate means a person confined by any City for the violation of state or municipal law and delivered by any City's Police Department to the custody of Yakima County.
- (d) Custody means the point in time any City Inmate is either (i) booked into any Yakima County jail facilities or (ii) has been released by a City to the Care of Yakima County, including without limitation, the point at which Yakima County or its agents have taken physical possession of such City Inmate for transportation to any Yakima County jail facilities as described in Section 6(c), whichever occurs first.
- (e) Daily fee means that fee charged for the daily Care of City Inmates.
- (f) Jail Day means the time period between 12:00:01 a.m. until 12:00 midnight.
- (g) Minimum Bed Commitment means the bed commitment made by the Cities to maintain an ADP in Yakima county jail facilities equal to 150 City Inmates from the effective date of this Agreement until May 30, 2003 and equal to 440 City Inmates from June 1, 2003 until the termination of this Agreement.

2. EFFECTIVE DATE.

(a) Execution of Agreement. Yakima County expects to authorize the construction and equipping of new correctional facilities to be located in Yakima County ("New Jail Facility"). The obligations of Yakima County and the initial effective date of this Agreement shall commence only when this Agreement has been executed by a sufficient number of Cities to represent ____% of the Minimum Bed Commitment. The Cities have estimated each City's respective jail population as set forth on the signature page. These estimates shall in no way obligate each City individually to deliver these estimated populations, but are provided solely for the purpose of setting an effective date to this Agreement and committing the Cities to collectively provide the Minimum Bed Commitment. In the event this Agreement is not fully executed on or before _____, 2002 by a sufficient number of Cities as described above, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(b) Permits and Financing. Yakima County is exercising best efforts to obtain the necessary permits and financing for the siting and construction of the New Jail Facility. The obligations of Yakima County and the effective date of this Agreement are conditioned upon Yakima County obtaining the necessary building permits and the issuance of bonds for the

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financing of the New Jail Facility no later than _____. In the event that Yakima County is unable for any reason to obtain such permits or issue such bonds on or before _____, 2002, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(c) Completion of New Jail Facility. Following the commencement of construction, Yakima County agrees to exercise due diligence to complete the New Jail Facility, the occupancy date, following the shakedown period, is currently estimated by Yakima County to be June 1, 2003. Upon receipt of a full or temporary certificate of occupancy for the New Jail Facility, and upon completion of the required "shakedown period," Yakima County agrees to accept City Inmates pursuant to this Agreement.

(d) Effective Date. If Yakima County is successful in obtaining execution of this Agreement as described in subsection (a), and in obtaining the necessary permits and financing as described in subsection (b), then the date the New Jail Facility is completed and ready for occupancy described in subsection (c) shall constitute the effective date ("Effective Date") of this Agreement.

3. DURATION

The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2009, subject to earlier termination as provided by Section 4 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

4. TERMINATION

- (a) Mutual Consent This Agreement may be terminated by mutual consent between Yakima County and any City; provided, however, that the ADP attributable to that City in the prior calendar year shall reduce the total Minimum Bed Commitment; and, provided further, however, that this Agreement shall remain in full force and effect as between Yakima County and all remaining non-terminating Cities.
- (b) For Cause. This Agreement may be terminated by any party for cause. "Cause" shall mean any material violation of the terms of this Agreement or any material breach of a party's obligation under the terms of this Agreement; provided, however, that such termination shall be effective only as between a party committing such breach and the party alleging such breach. If the termination for cause is a result of Yakima County's actions, the Minimum Bed Commitment shall be reduced by an amount equal to the ADP attributable to that City in the prior calendar year.

- (c) Notice of Termination. No termination shall be effective until written notice of intent to terminate this Agreement stating with reasonable specificity the basis for the termination and identifying the sections of the Agreement that have been violated is mailed by certified mail, return receipt requested, to all the parties to this Agreement ("Notice of Termination"). The termination shall not be effective one (1) year following mailing of the Notice of Termination. The termination of this Agreement between Yakima County and a City, whether by mutual consent or for cause, shall not affect the rights or obligations of Yakima County or any remaining City under this Agreement except for reducing the Minimum Bed Commitment pursuant to subsection (a).
- (d) Compensation for Services Rendered. In the event of termination of this Agreement, the departing City shall compensate Yakima County at the rate set forth in Section 7 up to the effective date of the termination of this Agreement as between Yakima County and the departing City.

5. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Yakima County: Yakima County Dept. of Corrections and Security
128 N. Second Street
Yakima, WA 98901

Contact Person: Kenneth A. Ray, Director

City of _____: City of _____ Police Department
_____, WA 98

Contact Person: _____

6. AGREEMENT TO TRANSPORT AND HOUSE CITY INMATES

(a) Care of City Inmates. Yakima County shall maintain its correctional facilities, including the New Jail Facility, to Care for and house City Inmates and such other prisoners allowed by law. Yakima County shall manage, maintain and operate its jails in compliance with all applicable federal, state and local laws and regulations. ,Yakima County shall confine City Inmates; provide all necessary basic, emergency and/or major medical, psychiatric, dental and hospital services and supplies; provide for the City Inmates' physical and subsistence needs; provide programs and/or treatment consistent with the City Inmates' individual needs;

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adequately supervise City Inmates; maintain proper discipline and control; and make certain that City Inmates receive no special privileges and that the sentence and orders of the committing court are faithfully executed. Yakima County shall have the discretion to assign City Inmates to its various correctional facilities, including the New Jail Facility, as deemed appropriate according to its standard operating procedures and policies. Except as provided in Section 12, it is expressly understood that Yakima County shall not be authorized to transfer custody of any City Inmate confined pursuant to this Agreement to any party other than the applicable City, or to release any City Inmate from custody without written authorization from the committing court. Yakima County shall provide or arrange for such medical, psychiatric and dental services at the expense of Yakima County in consideration for the daily fee. Whenever Yakima County identifies a City Inmate's need for special medical care that cannot be provided by the correctional facility medical staff, Yakima County shall obtain medical services commensurate with those provided to other inmates of Yakima County. Upon request by the City, Yakima County shall provide the City with verbal or written information pertaining to any medical, psychiatric or dental services provided to City Inmates.

(b) Minimum Bed Guarantee. From and after the Effective Date of the Agreement and continuing until May 31, 2003, Yakima County guarantees a minimum of 150 daily jail beds for City Inmates. Commencing June 1, 2003 and continuing until this Agreement is terminated, Yakima County guarantees a minimum of 440 daily jail beds for City Inmates. If Yakima County has jail bed capacity in excess of this minimum guarantee, Yakima County will accept additional City Inmates if requested by the Cities.

(c) Transports. Yakima County agrees to transport all City Inmates to and from the Yakima County Department of Corrections and Security. Yakima County agrees to pick up City Inmates at the Renton City Jail, 1055 S. Grady Way, Renton, WA, the King County Correctional Facility, 500 5th Avenue, Seattle, WA and the Regional Justice Center, 401 4th Avenue N., Kent, WA, or such other locations in King County as designated by the Cities. The cost of Care of City Inmates as set forth in Section 7 shall cover a minimum of one (1) roundtrip transport every day, seven days a week and Yakima County commits to transport as many City Inmates as are available for such transport. If any City requests additional transports, the cost shall be agreed upon between Yakima County and the requesting City.

7. COMPENSATION

(a) Daily Fee. In consideration of Yakima County's commitment to provide Care for City Inmates, the Cities agree to pay Yakima County a daily fee for the housing and Care of each City Inmate, including all medical, psychiatric and dental costs. Yakima County shall not charge a booking fee or any other fees in connection with the Care of City Inmates. The following daily fee includes a \$10 medical/dental fee per bed per day and increases at a rate of 5% per annum:

YEAR	DAILY FEE PER CITY INMATE (bed maintenance + medical/dental fee)
2002	\$ 56.00
2003	\$ 58.80
2004	\$ 61.74
2005	\$ 64.83
2006	\$ 68.07
2007	\$ 71.47
2008	\$ 75.05
2009	\$ 78.80

(b) Minimum Bed Commitment Fee. The Cities agree to maintain the Minimum Bed Commitment, adjusted for any reductions due to termination by mutual consent set forth in Section 4(a), after the effective date of this Agreement and until the termination of this Agreement. The ADP of City Inmates shall be reconciled on an annual basis. During the first quarter of each year, Yakima County shall calculate the ADP of all City Inmates during the prior calendar year. In the event this annual ADP falls below the Minimum Bed Commitment, then the Cities shall be charged for the difference between the actual ADP and the Minimum Bed Commitment. The Cities shall be billed for this amount consistent with Section 7(c).

(c) Billing and Payment. Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving Care from Yakima County, the case or citation number, and the number of days of Care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Each Cities' individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within sixty (60) days from the date the statement is received. Payments not received by the 60th day shall bear interest at the rate of 1% per month until payment is received. Any billing for failure to meet the Minimum Bed Commitment shall be delivered to each of the Cities during the first quarter of each year and shall include a reconciliation of all the Cities usage and each Cities ADP during the prior calendar year. By separate contract, the Cities have agreed on the division of this bill among the Cities.

8. RIGHT OF INSPECTION

The Cities shall have the right to inspect, at all reasonable times, all Yakima County jail facilities in which City Inmates are confined in order to determine if such jail facilities maintain standards of confinement acceptable to the Cities and that such inmates therein are treated on a nondiscriminatory basis in accordance with all applicable federal, state and local requirements.

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9. **INMATE ACCOUNTS**

Yakima County shall establish and maintain an account for each City Inmate and shall credit to such account any additional personal funds received on account of such City Inmate ("Inmate Funds") and shall make disbursements for the City Inmate's personal needs, debiting such account in accurate amounts. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Yakima County shall be accountable to the City for such Inmate Funds. At the earlier of the termination of this Agreement, the City Inmate's death, release from incarceration or return to either the City or indefinite release to the court, the Inmate's Funds shall be transferred to the City. Upon request of the City, the Yakima County Department of Corrections and Security will transfer all or any portion of Inmate Funds that may be reimbursed to a City Inmate to the City in the form of a check in the name of the City Inmate eligible for said reimbursement.

10. **DISCIPLINE**

Yakima County shall have physical control over and power to execute disciplinary authority over all City Inmates. However, nothing contained herein shall be construed to authorize the imposition of a type of discipline prohibited by state or federal law or the imposition of a type of discipline that would not be imposed on a comparable Yakima County inmate.

11. **RECORDS AND REPORTS**

(a) Before or at the time of delivery of each City Inmate, the City shall forward to Yakima County a copy of all records of the City Inmate pertaining to his/her present incarceration at the Renton City Jail, the King County Correctional Facility and/or the Regional Justice Center. If additional information is requested by Yakima County regarding a particular City Inmate, the parties shall mutually cooperate to provide any additional information.

(b) Yakima County shall keep all necessary and pertinent records concerning City Inmates in the manner mutually agreed upon by the parties hereto. During confinement in the Yakima County jail, the City Inmate shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said City Inmate's incarceration.

12. **REMOVAL FROM THE YAKIMA COUNTY JAIL**

Except for City Inmates eligible for correctional work details and under the direct supervision of a correction officer, a City Inmate shall not be removed from the Yakima County jail by any person without written authorization from the City or by order of any court having jurisdiction. Yakima County agrees that no early releases or alternatives to incarceration,

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including furloughs, passes, home detention, or work release shall be granted to any City Inmate housed pursuant to this Agreement without written authorization by the committing court. This section shall not apply to an emergency necessitating the immediate removal of the City Inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the City Inmate or to other inmates or personnel of Yakima County. In the event of any such emergency removal, Yakima County shall inform the City of the whereabouts of the City Inmate at the earliest practicable time and shall exercise all reasonable care for the safe keeping and custody of such City Inmate.

13. ESCAPES

In the event any City Inmate shall escape from Yakima County's custody, Yakima County will use all reasonable means to recapture the City Inmate. The escape shall be reported promptly to the City. Yakima County shall have the primary responsibility for and authority to direct the pursuit and retaking of the City Inmate or any other inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Yakima County; however, Yakima County shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

14. DEATH OF A CITY INMATE

(a) In the event of the death of a City Inmate, the Yakima County Coroner shall be notified promptly. The City shall receive copies of any records made at or in connection with such notification. Yakima County will investigate any death within its facility and will allow the City to join in the investigation.

(b) Yakima County shall promptly notify the City of the death of a City inmate, furnish information as requested by a City and, subject to the authority of the Yakima County Coroner, follow the instructions of the City with regard to the disposition of the body. The City shall provide written instructions regarding the disposition of the body within three business days of receipt by the City of notice of such death. The City shall pay all expenses necessary for the preparation and shipment of the body. With the City's consent, Yakima County may arrange for burial and all matters related or incidental thereto and the City shall pay all such expenses. The provisions of this section shall govern only the relations between or among the parties hereto and shall not affect the liability of any other person for the disposition of the deceased or for any expenses connected therewith.

(c) The City shall receive a certified copy of the death certificate for any City Inmate who has died while in Yakima County custody.

15. RETAKING OF INMATES

In event the confinement of any City Inmate is terminated for any reason by either party, retaking of City Inmates shall be coordinated in the same manner and at the same rates as if this Agreement had not been terminated, or in a manner as agreed in writing by the parties.

16. HOLD HARMLESS AND INDEMNIFICATION

(a) The City shall defend, indemnify and hold harmless Yakima County, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees, arising out of the negligent acts or omissions of the City in connection with the confinement of any City Inmate by Yakima County.

(b) Yakima County shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, costs, judgments or damages, including attorney's fees and costs, arising out of the negligent acts or omissions of Yakima County in connection with the Care, Custody or confinement of any City Inmate by Yakima County. As part of its obligations, Yakima County shall defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims of any kind whatsoever related to the transportation of City Inmates in the Custody of Yakima County.

(c) Yakima County and the Cities hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

(d) The provisions of this Section 16 shall survive any termination or expiration of this Agreement.

17. INSURANCE

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

18. RIGHT TO REFUSE INMATES

(a) Yakima County shall have the right to refuse to accept any City Inmate beyond the Minimum Bed Commitment when, in the opinion of Yakima County, the Yakima County jails' inmate population is at or so near capacity that there is a substantial risk that the operational capacity limits of the jail facilities might be reached.

(b) Yakima County shall have the right to refuse to accept any inmate from the City and to return to the City any City Inmate, which inmate or City Inmate, in the reasonable judgment of Yakima County, has a current illness or injury which may adversely affect the operations of the Yakima County jail, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property. Yakima's jail classification system shall not be considered in determining whether or not to accept a City Inmate. If a City Inmate is being returned to the City pursuant to this subsection (b), the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 6(c) of this Agreement.

19. INDEPENDENT CONTRACTOR

In providing services under this Agreement, Yakima County is an independent contractor and neither it nor its officers, agents or employees are employees of the Cities or any City for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue, to an employee of the Cities or any City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

20. GENERAL PROVISIONS

This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by all of the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest and assigns; provided, however, that Yakima County shall not delegate its duties pertaining to City Inmate Care without the written consent of the applicable City, which consent shall not be withheld unreasonably. Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event either party defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to an award of all its attorney fees, costs and expenses. Failure of any party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Yakima represents and assures the Cities that no other King,

Agreement Between Yakima County/City of _____

Pierce or Snohomish County or city located within such county will receive more favored treatment under a contract with Yakima covering the Care of any inmates. The laws of the state of Washington shall govern this Agreement. Any action, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court for the State of Washington in Thurston County. This Agreement may be executed in any number of counterparts. Upon Effective Date, this Agreement modifies, supersedes and replaces any and all contractual provisions, promises, or covenants contained in any previous agreement between any City and Yakima County.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

<p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: _____ James M. Lewis, Chairman</p> <p>By: _____ Jesse S. Palacious, Commissioner</p> <p>By: _____ Ronald F. Gamache, Commissioner</p>	<p>ATTEST:</p> <p>_____ Carla Rodriquez, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____ Ronald S. Zirkle Chief Deputy Prosecuting Attorney For Yakima County</p>
<p>CITY OF AUBURN, WA</p> <p>By: _____ Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Daniel B. Heid, Auburn City Attorney</p>
<p>CITY OF ALGONA, WA</p> <p>By: _____</p>	<p>Approved as to Form:</p> <p>_____</p>
<p>CITY OF BELLEVUE, WA</p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Richard L. Andrews, Bellevue City Attorney</p>
<p>CITY OF BOTHELL, WA</p> <p>By: _____ Jim Thompson, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Michael E. Weight, Bothell City Attorney</p>
<p>CITY OF BURIEN, WA</p> <p>By: _____</p>	<p>Approved as to Form:</p> <p>_____</p>

Agreement Between Yakima County/City of _____
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<p>Gary P. Long, City Manager Estimated ADP: _____</p>	<p>Lisa Marshall, Burien City Attorney</p>
<p>CITY OF COVINGTON, WA</p> <p>By: _____ Andy Dempsey, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Duncan C. Wilson, Covington City Attorney</p>
<p>CITY OF DUVALL, WA</p> <p>By: _____ Becky Nixon, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>John L. O'Brien, Duvall City Attorney</p>
<p>CITY OF FEDERAL WAY, WA</p> <p>By: _____ David H. Moseley, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>By: _____ Robert C. Sterbank, Federal Way City Attorney</p>
<p>CITY OF ISSAQUAH, WA</p> <p>By: _____ Ava Frisinger, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>By: _____ Wayne D. Tanaka, Issaquah City Attorney</p>
<p>CITY OF KENMORE, WA</p> <p>By: _____ Deborah Chase, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Michael Kenyon, Kenmore City Attorney</p>
<p>CITY OF KIRKLAND, WA</p> <p>By: _____ David Ramsay, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Gail Gorud, Kirkland City Attorney</p>
<p>CITY OF LAKE FOREST PARK, WA</p> <p>By: _____</p>	<p>Approved as to Form:</p> <p>_____</p>

Agreement Between Yakima County/City of _____
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David R. Hutchinson, Mayor Estimated ADP: _____	Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MERCER ISLAND, WA By: _____ Richard M. Conrad, City Manager Estimated ADP: _____	Approved as to Form: _____ Londi K. Lindell, Mercer Island City Attorney
CITY OF NORMANDY PARK, WA By: _____ Merlin MacReynold, City Manager Estimated ADP: _____	Approved as to Form: _____ Wilton S. Viall, III, Normandy Park City Attorney
CITY OF RENTON, WA By: _____ Jesse Tanner, Mayor Estimated ADP: _____	Approved as to Form: _____ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA By: _____ Michael R. Wilson, City Manager Estimated ADP: _____	Approved as to Form: _____ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA By: _____ _____, City Manager Estimated ADP: _____	Approved as to Form: _____ Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By: _____ Greg Nickels, Mayor Estimated ADP: _____	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By: _____	Approved as to Form: _____

By: _____ Steven C. Burkett, City Manager Estimated ADP: _____	Ian Sievers, Shoreline City Attorney
CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor Estimated ADP: _____	Approved as to Form: _____ Robert F. Noe, City Attorney

Add notary forms – interlocal to be filed with the Yakima County Auditor

L:\JAIL\4-9-02 L-trm Contract with Yakima.doc

PREVIOUS 4-4-02 VERSION REVISED BY LKL ON 4/9/01 AFTER DISCUSSION WITH KEN RAY OF YAKIMA CO. [MINOR CHANGES IN 1(f), 2(a), 6(b), 7(a) and 19(b)]

\\MI-DATA\attorney\JAIL\4-18-02 Clean L-trm Contract with Yakima.doc

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF AUBURN, BEAUX ARTS VILLAGE, BELLEVUE, BOTHELL, BURIEN, COVINGTON, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MERCER ISLAND, NORMANDY PARK, NORTH BEND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, AND TUKWILA, WASHINGTON (CITIES) TO ESTABLISH THE TERMS THAT WILL GOVERN THE RIGHTS, DUTIES, AND RESPONSIBILITIES OF THE CITIES IN THEIR DEALINGS WITH EACH OTHER RELATING TO THE INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE CITIES FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS, WASHINGTON

This Interlocal Agreement ("Agreement") is made and entered into on the date last signed below, by and between **AUBURN, BEAUX ARTS VILLAGE, BELLEVUE, BOTHELL, BURIEN, COVINGTON, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MERCER ISLAND, NORMANDY PARK, NORTH BEND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, AND TUKWILA, WASHINGTON** ("Cities.")

- A. The Cities enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW, as amended).
- B. The Cities have entered into an Interlocal Agreement ("Long Term Jail Contract") with Yakima County ("Yakima County") for the purpose of temporarily housing inmates from The Cities in Yakima county's Department of Corrections jail facilities. Said Long Term Jail Contract has been signed contemporaneously herewith.
- C. The Long Term Jail Contract commits Yakima County to provide the Cities, collectively, with a Minimum Bed Commitment and the Cities desire to establish an agreement as between themselves regarding the use by the Cities of the Minimum Bed Commitment, including how the Cities will allocate those jail beds as between themselves.
- D. The Long Term Jail Contract sets out the charges that will be made by Yakima County to the Cities, and the Cities desire to establish an agreement as between themselves regarding the duties and responsibilities of each City with respect to such charges, including providing for the right of the Cities collectively to cure any failure to discharge such duties and responsibilities by an individual City.
- E. The Long Term Jail Contract contains provisions regarding termination of the application of the Long Term Jail Contract as it relates to any City and the Cities desire to establish an agreement as between themselves regarding those circumstances under which the consent of the Cities to such termination may be granted.

F. Yakima County is making best efforts to obtain the necessary permits and financing for a new jail facility necessary to meet the Minimum Bed Commitment, and the Cities understand that the corrections facilities used by Yakima to meet the Minimum Bed Commitment may be an existing jail facility or the new jail facility as anticipated by the Long Term Jail Contract.

NOW, THEREFORE, in consideration of the above recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. **TERM:** This Agreement shall be effective when executed by all Cities AND the Long Term Jail Contract is in effect, as defined therein. In the event that Yakima County is unable, for any reason, to obtain necessary permits or financing for its new Jail Facility by September 1, 2002, this Agreement shall become null and void and unenforceable by any party hereto.

The term of this Agreement shall end at 11:59:59 p.m. December 31, 2009, OR upon the termination of the Long Term Jail Contract, whichever occurs first. ~~The term of this Agreement may be extended~~ renewed for any successive period, by written addendum, under terms and conditions acceptable to all of the parties. ~~a sufficient number of Cities to represent a _____% of the then applicable Minimum Bed Commitment~~ No City that is a party to this Agreement at its inception will be required to be a party to any ~~extension~~ renewal of this Agreement.

2. **DEFINITIONS:**

Average Daily Population: That number of City Inmates confined in Yakima County jail facilities for a year, divided by 365

~~Care means custody, care and treatment including necessary basic and emergency and/or major medical, psychiatric, dental, and hospital services and supplies, food, lodging and personal items, physical and subsistence needs, maintenance of proper supervision, discipline and control over inmates.~~

Cities means Auburn, Town of Beaux Arts Village, Bellevue, Bothell, Burien, Covington, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Mercer Island, Normandy Park, North Bend, Renton, Sammamish, SeaTac, Seattle, Shoreline, and Tukwila, Washington.

City means a Washington City or town that is a party to this Agreement.

City Inmates means offenders confined by any City for the violation of state or municipal law and delivered by any City's Police Department to the custody of Yakima County, or ~~their~~ its designee for purposes of transport.

Custody means the time any City Inmate is either (i) booked into any Yakima County jail facilities or (ii) has been released by a City to the care of Yakima County, including without limitation, the point at which Yakima County or its agents have taken physical possession of such City Inmate for transportation to any Yakima County jail facilities, whichever occurs first.

Estimated Average Daily Population ("EADP") means that number of City Inmates that each City estimates it will confine in Yakima County jail facilities in a year, divided by 365.

Jail Day means the time period between 12:00:01 a.m. until 12:00 midnight.

Jail Facility includes existing or newly constructed jail facilities of Yakima County.

Minimum Bed Commitment means the bed commitment made by the Cities collectively to maintain an average daily population ("ADP") in Yakima County jail facilities equal to 150 City Inmates from the effective date of this Agreement until _____, 2003 and equal to 440 City Inmates from _____, 2003 until the termination of this Agreement.

Offender means any person who has been ordered committed by a court, including pre-trial detainees.

Overused Bed Commitment means the difference between a City's EADP and the actual number of City Inmates sent to Yakima County by that City, where the actual number is more than that City's EADP.

Unused Bed Commitment means the difference between a City's EADP and the actual number of City Inmates sent to Yakima County by that City, where the actual number is less than that City's EADP.

3. **TERMINATION:**

Any City may terminate its participation in this Agreement as provided for herein. Such termination shall not be effective for twelve (12) months following written notice of Intent to Terminate to each other contracting City.

In the event any City's participation in the Long Term Jail Contract is terminated for cause, as defined therein, such City shall remain responsible to Yakima County for that City's EADP through December 31, 2009, or the end of the then existing term if the Long Term Jail Contract has been extended before the termination for cause. It will be considered a default of this Agreement if a City terminated for cause under the Long Term Jail Contract fails to make any required payment to Yakima County for such City's unused EADP throughout the relevant time period under the Long Term Jail Contract, as specified above.

Although no joint acquisition use, or disposal of personal or real property is contemplated by this Agreement, should any such property be acquired for purposes of fulfilling this Agreement, upon termination the same shall be solely owned by the party purchasing the same.

4. DEFICITS IN USAGE:

Each City has generated an EADP . Attached hereto as Exhibit A, and incorporated by this reference, is the EADP of each City. In the event the Cities collectively fail to meet their Minimum Bed Commitment for any year during the term of the Long Term Jail Contract, the EADPs set forth in Exhibit A shall be used by the Cities as a baseline for the calculation of the proportionate share owed by any individual City to Yakima. Only those Cities that have Unused Bed Commitment for the year will be responsible for paying Yakima for such Unused Bed Commitment.

For purposes of this section, "proportionate share" shall mean the product resulting from multiplying the (Amount owed to Yakima for Unused Bed Commitment) by the ~~fraction~~ quotient obtained by dividing of the (EADP of a City with Unused Bed Commitment divided by the Sum of EADPs of all Cities with Unused Bed Commitment.) As expressed in the formula below:

$$\begin{array}{lcl} \text{(Amount owed to Yakima for} & \text{X} & \text{(EADP of a City w/Unused Bed Commitment)} \\ \text{Unused Bed Commitment)} & & \text{(Sum of EADPs of All Cities w/Unused Bed Commitment)} \end{array}$$

5. ADDITIONAL USAGE:

The Cities acknowledge that the Long Term Jail Contract does not require each City to maintain a jail usage equal to that City's EADP. Overused Bed Commitment by one City may inure to the benefit of the parties hereto. However, Overused Bed Commitment in excess of 5% may create a hardship for other contracting Cities. Therefore, prior to usage ~~of Jail Beds~~ in excess of 5% of its EADP, a City must obtain consent from any other of the Cities to use ~~Jail Beds included in a portion of~~ the other City's EADP.

6. GENERAL PROVISIONS:

(a) In the event a City Inmate is the subject of warrants or orders of commitment from multiple jurisdictions, the Cities agree that the City responsible for the transfer to Yakima County, pursuant to the Long Term Jail Contract, shall be responsible for paying the "Daily Fee for City Inmate" as required in the Long Term Jail Contract only so long as that City's warrant is in effect. In the event such a City Inmate remains in custody on warrants or orders of commitment from other jurisdictions, the jurisdiction with the greater monetary warrant shall be responsible for the Daily Fee for City Inmate. [Londi, what is Yakima willing to do regarding making this determination?]

(b) This Agreement contains all of the agreements of the Cities with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by all of the Cities.

(c) Any provision that is declared invalid or illegal shall in no way affect or invalidate any other provision.

(d) In the event any City defaults on the performance of any terms of this Agreement or any City places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing City or Cities shall be entitled to an award of all its/their attorney fees, costs, and expenses.

(e) Failure of any City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not constitute a waiver of such breach or default.

(f) Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court or the State of Washington in King County. Presenting disputes to the JAG, as defined below, and to a mediator shall be conditions precedent to the commencement of any judicial process to enforce the terms of this Agreement.

(g) This Agreement may be executed in any number of counterparts.

(h) The laws of the State of Washington shall govern this Agreement.

7. ADMINISTRATION OF AGREEMENT:

Each City shall appoint a representative to participate in a Jail Administration Group ("JAG"). The JAG will appoint a chairperson to preside over all meetings and a vice-chairperson to preside in the absence of the chairperson. The JAG will conduct its meetings according to the most recent edition of Roberts Rules of Order. ~~Said group~~ The JAG will meet quarterly to address all questions or disputes regarding the terms of this Agreement which may arise.

In the event any City/Cities present a dispute to the JAG, and the JAG is unable to resolve the dispute in a fashion acceptable to the Cities involved, the Cities agree that they will submit the dispute to mediation.

~~Presenting disputes to the JAG and to a mediator shall be conditions precedent to the commencement of any judicial process to enforce the terms of this Agreement.~~

8. MAILING ADDRESSES:

All notices and correspondence to the respective parties to this Agreement shall be sent to the chief law enforcement officer for each City, unless indicated otherwise in Exhibit B, attached hereto.

9. CURRENT CONTRACTS:

Some Cities hereto have pre-existing agreements for temporary detention of City Inmates at the Renton City Jail while awaiting transfer to the Yakima County Jail. Those agreements shall remain in full force and effect according to the terms therein.

10. INSURANCE:

(a) Each City agrees to provide the other Cities with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each City shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis.

11. HOLD HARMLESS/INDEMNIFICATION:

Each City shall defend, indemnify and hold harmless all other Cities, their officers, agents and employees, from and against any and all claims, including third party claims, costs, judgments or damages, including attorney's fees, arising out of the negligent acts or omissions of the City in connection with this Agreement.

The Cities hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the Cities.

The provisions of this Section shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the date last signed below.

CITY OF AUBURN, WA	CITY OF BELLEVUE, WA
---------------------------	-----------------------------

By: _____ Pete Lewis, Mayor	By: _____ Steve Sarkozy, City Manager
Approved as to Form: _____ Daniel B. Heid, City Attorney	Approved as to Form: _____ Richard L. Andrews, City Attorney
CITY OF BOTHELL, WA By: _____ Jim Thompson, City Manager	CITY OF BURIEN, WA By: _____ Gary P. Long
Approved as to Form: _____ Michael E. Weight, City Attorney	Approved as to Form: _____ Lisa Marshall, City Attorney
CITY OF COVINGTON, WA By: _____ Andy Dempsey, City Manager	CITY OF DUVALL, WA By: _____ Becky Nixon, Mayor
CITY OF FEDERAL WAY, WA By: _____ David H. Moseley, City Manager	CITY OF ISSAQUAH, WA By: _____ Ava Frisinger, Mayor
Approved as to Form: By: _____ Robert C. Sterbank, City Attorney	Approved as to Form: By: _____ Wayne D. Tanaka
CITY OF KENMORE, WA By: _____ Deborah Chase, Mayor	CITY OF KIRKLAND, WA By: _____ David Ramsay, City Manager
Approved as to Form:	Approved as to Form:

<p>_____</p> <p>Michael Kenyon, City Attorney</p>	<p>_____</p> <p>Gail Gorud, City Attorney</p>
<p>CITY OF LAKE FOREST PARK, WA</p> <p>By: _____</p> <p>David R. Hutchinson, Mayor</p>	
<p>Approved as to Form:</p> <p>_____</p> <p>Michael P. Ruark, City Attorney</p>	
<p>CITY OF MERCER ISLAND, WA</p> <p>By: _____</p> <p>Richard M. Conrad, City Manager</p>	<p>CITY OF NORMANDY PARK, WA</p> <p>By: _____</p> <p>Merlin MacReynold, City Manager</p>
<p>Approved as to Form:</p> <p>_____</p> <p>Londi K. Lindell, City Attorney</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Susan Rae Sampson</p>
<p>CITY OF RENTON, WA</p> <p>By: _____</p> <p>Jesse Tanner, Mayor</p>	<p>CITY OF SAMMAMISH, WA</p> <p>By: _____</p> <p>Michael R. Wilson, City Manager</p>
<p>Approved as to Form:</p> <p>_____</p> <p>Lawrence J. Warren, City Attorney</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Bruce Disend, City Attorney</p>
<p>CITY OF SEATAC, WA</p> <p>By: _____</p> <p>_____, City Manager</p>	<p>CITY OF SEATTLE, WA</p> <p>By: _____</p> <p>Greg Nickels, Mayor</p>
<p>Approved as to Form:</p>	<p>Approved as to Form:</p>

_____ Robert L. McAdams, City Attorney	_____ Thomas A. Carr, City Attorney
CITY OF SHORELINE, WA By:_____ Steven C. Burkett, City Manager	CITY OF TUKWILA, WA By:_____ Steve Mullet, Mayor
Approved as to Form: _____ Ian Sievers, City Attorney	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF NORTH BEND, WA By:_____ Joan M. Simpson, Mayor	CITY OF BEAUX ARTS, WA By:_____ Chuck Lowry, Mayor
Approved as to Form: _____ Mike Kenyon, City Attorney	Approved as to Form: _____ Wayne Stewart, City Attorney

Provide a Generic Notary spot here for the notarization of the city's signature.