Council Meeting Date: October 14, 2002 **Agenda Item: 8(b)**

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to enter into an Interlocal Agreement with King County for Jail Services, authorize an amendment to the Interlocal Agreement with Yakima County for jail services, and provide consensus support to sign a Letter of Understanding Requested by the King County Council's Law, Safety and Human Services Committee to Clarify the Interlocal Agreement with King County for Jail Services.
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Eric C. Swansen, Senior Management Analyst

PROBLEM/ISSUE STATEMENT:

The City's jail expenses consume an unacceptably high portion of the City's financial resources. Tentative agreement has been reached with King County regarding a new jail contract, this agreement needs timely approval from the Council. Based on the concerns of a King County Council committee, cities have also been asked to clarify the intent of some of the language in the interlocal agreement. The interlocal agreement with Yakima County has resulted in some unforseen risks to Yakima County that requires an amendment to the interlocal agreement with Yakima County. Each of these agreements are vital components to the City's strategy for managing jail populations using the most cost-effective options available.

FINANCIAL IMPACT:

While there is a financial impact associated with these agreements, we do not anticipate the impact to be outside the amount budgeted in either the 2002 or 2003 annual operating budgets.

Jail rates at King County will be increasing from the current rate of $ 76.32 to $77.37 for each prisoner day. The booking fee remains the same as the current rate at $148.78 for each prisoner booking for the rest of 2002. These costs include medical expenses, and overhead basically consistent with that used for the contract for police services with the sheriff's office. Despite the increase in the daily rate, the overall impact will be lessened as we are holding fewer prisoners in King County.

There is an undetermined financial risk associated with the proposed amendment to the Yakima County Interlocal Agreement. Under this proposal, we assume a greater potential for risk from medical expenses than previously agreed upon. While we are using methods to reduce this risk (improved screening, pooling the risk with other cities, and using cost effective medical care), a risk still remains to Shoreline and other cities.

Based on a experienced based estimate from other city jails, the $5 dollar amount being collected as part of our rate for medical services is adequate for this purpose. However, there is no guarantee this will be adequate without more experience data.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to sign an interlocal agreement with King County for jail services, amend the interlocal agreement with Yakima County for jail services and provide consensus support for signing a letter of understanding related to the King County interlocal agreement.

Approved By: City Manager City Attorney

INTRODUCTION

Jail expenses are consuming an unacceptably high level of the City's financial resources. The City is responsible ensuring adequate jail services are provided to people accused of a misdemeanor crime in the City of Shoreline and are held by the Court to protect public safety or convicted misdemeanant offenders ordered to serve jail sentences by the court. Misdemeanant offenses are typically less severe crimes (criminal trespass, driving under the influence, driving while license suspended lesser levels of assault, and similar crimes). Counties in Washington State are responsible for felony crimes, typically severe crimes (such as homicide, fraud, and larceny), that are adjudicated through superior court.

State statutes and case law require the City to ensure a high level of custodial care is provided to misdemeanant offenders. This includes medical care, access to legal resources, proper nutrition and reasonable protection from injury. Medical care, both maintaining existing conditions and providing urgent care as needed in custody, is the largest risk the City faces when providing this service.

BACKGROUND

In 1977, King County cities negotiated an interlocal agreement with King County for jail services. The City signed this agreement, unchanged since that time, in 1996 when the City incorporated.

In the spring of 2001, King County Executive Ron Sims notified the cities that the current jail interlocal agreement would be terminated on December 31st, 2001, unless a new contract was negotiated. Negotiations began shortly thereafter, where cities maintained that the earliest termination date would be December 31, 2002 due to a clause in the existing contract that states the County could not offer any better terms to other cities without offering it to all cities. The City of Seattle has a longer termination clause, which was to the benefit all cities in the negotiations. The County proposed a rate structure early in the process that was unacceptably high, and most cities became more aware of the financial impacts of not providing a better alternative to King County.

Staff presented Council with a compelling financial reason to explore options for jail services other than King County on January 7, 2002. At that meeting, staff outlined the "other things being equal" analysis between continuing with King County for all jail services or using other providers. Yakima County and the City of Renton were the two examples provided as alternate service providers. Given the wide disparity in proposed rates with King County at that time and the rates of other providers, Council supported exploring other alternatives and developing an exit strategy.

In February 2002, Council authorized the City Manager to enter into an agreement with Yakima County, the City of Renton and other suburban cities for jail services, based on the January 7 workshop.

In March 2002, the jail rate adopted by the County Council was set without following the procedures outlined in the 1977 jail agreement. The negotiating team worked with the

Jail Advisory Committee to ensure that this oversight was corrected, reducing the 2002 rate and saving most King County cities some money in the process.

On May 20, 2002 Council authorized the City Manager to sign an interlocal agreement with Yakima County. This agreement committed the City to a minimum number or jail beds, with the understanding that construction would take place to add beds to Yakima County's jail capacity. Staff also outlined the ongoing need for in-custody prisoners continuing to use King County jail until a more suitable and cost-effective facility is provided. A three-phase approach was described, providing short, medium and long-term solutions to this problem. An amendment to this agreement is analyzed below.

In September 2002 jail negotiations concluded with King County that set forth a new jail rate and creates capacity limits for use of the King County jail in the future. The terms of this agreement are analyzed below.

It is important to note that Shoreline Councilmember Bob Ransom serves on the current Jail Advisory Committee, and played an important role in getting the 2002 rate revised. Eric Swansen from the City Manager's Office assisted in regional efforts to develop alternatives, and participated in the jail negotiations that recently concluded. Shoreline interests and leadership have been well represented in these regional problem solving efforts.

ALTERNATIVES ANALYSIS

Staff presented the analysis of alternatives on May 20, 2002. The staff report for that presentation outlined a three phase approach to meeting our needs for jail services. The first phase was to start sending prisoners to Yakima County until a long-term agreement could be crafted for constructing a new facility. The second phase, provides interim services for jail services for the next ten years using Yakima County for sentenced prisoners and certain pre-sentenced defendants and King County for pre-sentenced defendants. The third phase seeks to provide sustainable jail services beyond 2012.

The first phase has been largely completed. We are sending prisoners over to Yakima County, however, there have been delays and capacity issues that are limiting our use. Staff is working with Yakima County and other cities to resolve these issues.

The second phase is ready for completion. The tentative agreement of the jail services interlocal agreement with King County is ready for Council consideration. The long-term agreement with Yakima County, was placed on hold pending the resolution of some concerns that were expressed by Yakima County in early July. Staff decided not to sign the agreement pending resolution of these issues. An amendment to the Interlocal Agreement with Yakima County has been prepared for Council consideration at this time.

The third phase has largely been unaddressed. The proposed Interlocal Agreement with King County provides cities with a site previously owned by the County for future jail purposes. The proceeds from the sale of this property will be used to offset costs for

constructing or providing new pre-sentence jail beds in another jail facility that will likely be needed for operation in 2012. This is the first step in addressing the third phase. On a related note, an Interlocal Agreement with King County is also needed to direct the City of Bellevue to act on our behalf as custodian of this property. This agreement has not been drafted yet, but will be completed in the near future.

Proposed Interlocal Agreement for Jail Services with King County and related Letter of Understanding

Tentative agreement has been reached on a new interlocal agreement with King County for jail services. This agreement, which took 16 months to negotiate, is a departure from King County for jail services by 2012. Among the most notable changes from our current contract:

- Rates will be predictable for the next ten years for jail services. The agreement calls for a 5.8% annual increase in the cost of services. While this may seem excessive, it is important to note that this increase will cover medical cost increases, jail staffing (which is largely set by separate negotiations between bargaining units and King County) and enhancements to increase jail safety and security. Considering jail costs have increased between 8-20% each year since 1998, this is likely to be a good deal for cities and places an additional burden on the County to create a more cost-effective service.

- Capacity will be limited for city prisoners beginning in 2004. All cities utilized approximately 414 jail beds in 2001, and has been decreasing since then as more cities utilize other providers. The total of prisoners from all cities should not exceed 380 beds in 2004, 250 beds in the first half of 2005, 220 beds in the second half of 2005, and zero (0) beds in 2013. The reduction in capacity matches the planned availability of capacity in Yakima County. The reduction of capacity is based on the County's estimates of increasing felon populations, resulting in fewer beds for misdemeanants. The City is obligated to remove prisoners or face prisoners being "dropped off" when capacity is reached. A process will be established by cities to resolve these operational issues in the near future through a new Jail Administration Group.

- Cities will no longer be billed 10% of the current rates for bookings and maintenance days for offenders booked into the King County jail for investigation of felony crimes. This will save Shoreline between $5-8,000 a year. The elimination of this cost is based on the fact the state law clearly places this responsibility to the County, not the cities, unless the cities otherwise agree to be charged. The current practice has at least two cities in King County receiving this service for no cost, as they do not have agreements with King County for jail services.

- The County agrees to make an effort to establish a more reasonable billing system, based on proportional use. The current system, based on the length of stay and severity of crime, often pits cities against each other to see who can bring offenders to court soonest. In many cases, conflicts arise as some cities have a limited number of court days, resulting in unequal treatment. The new system seeks to

provide an equitable system that is easier to understand and creates an incentive for cities to work together to minimize pre-sentence jail stays.

- A new staff partnership for resolving issues of mutual concern (i.e. transport, alternative to secure detention, coordination with courts and law enforcement, mental health treatment for frequent offenders, dispute resolution and capital improvements) is created with a new Jail Administration Group. City representatives would be appointed based on a process developed by the Suburban Cities Association, plus seats for the cities of Bellevue and Seattle. This group would be more intensely focused on developing solutions to operating problems.

- The Jail Advisory Committee will no longer exist. The Jail Advisory Committee primary duties were to review the jail's operating and capital budgets and resolve disputes. The group also advised the County on the jail operational issues as part of it's mission, but the County no longer sees a need for this function in the future as cities will no longer be using the jail. Since the County has agreed to annual rate increases of 5.8%, there is no need to review the annual budget. There have been very few disputes in the past four years, all of which were easily resolved. The Jail Administration Group will resolve any future disputes with the new agreement, in consultation with the team involved in negotiations and legal advisors.

- Certain property acquired by the County as part of the Regional Justice Center levy will be transferred to the City of Bellevue on behalf of all cities. The proceeds from the sale of this property will be used to design, acquire or construct new secure detention or facilities to provide alternatives to secure detention. A separate interlocal agreement provides for the transfer and custody of this property on our behalf. Should the cities not use these proceeds sufficiently to meet the 2012 capacity limit, the City of Bellevue (on behalf of all cities) will pay King County the fair market value of the property at transfer plus any investment interest obtained.

Letter of Understanding Requested by the King County Council's Committee of Law, Safety and Human Services

The King County Council – Committee on Law, Justice and Human Services reviewed the proposed agreement and has requested clarification on a number of provisions of the proposed Interlocal Agreement for Jail Services. The following clarifications are minor in nature, but staff thought it would be important to obtain Council's consensus before accepting the proposed Letter of Understanding.

- Despite the explicit wording in the interlocal agreement to the contrary, certain members of the County Council are concerned that somehow the proceeds from sale of the property may be used to subsidize payments to the County as part of the interlocal agreement. There is explicit and clear language that states the allowable uses for the proceeds, are limited to acquiring or constructing new facilities for secure or alternative detention. The clarification has no impact on the agreement.
- There is concern by the County Council, despite having no jurisdiction over such a decision, that the property transferred may be used to site a new jail managed by cities. While it is strange that the County Council has concerns over property

acquired by the County for the explicit purposes of constructing a new jail, this is not the intent of the transfer. The property has far greater monetary value for sale to an interested party, with the proceeds being used for creating additional jail capacity elsewhere. Locating a jail in Bellevue is not in Shoreline's best interests, as it is too far to practically meet our needs, especially with the ever increasing traffic congestion on local freeways. The clarification will preclude cities from using this site for the purposes of constructing a jail, although no covenant is being placed on the property to enforce this.

- The committee wanted to ask for the cities to use proceeds from the sale to fund alternatives to secure detention, consistent with the County's Adult Justice Operational Master Plan (AJOMP). Section 12 of the interlocal allows cities to use the funds for such purposes, although we would likely want to use the funds for capital facilities not operating expenses. The clarification does not seek to limit our use of funds, just clarify that we can use the fund for alternatives.

- The County wants to clarify that, while the City Manager of Federal Way was selected to negotiate the interlocal agreement on behalf of all cities, he is also authorized to sign the letter of intent on our behalf. There is no impact on the interlocal agreement with this clarification.

Proposed Amendment to the Interlocal Agreement for Jail Services with Yakima County

We are experiencing problems with our interlocal agreement with Yakima County. In early July, Yakima County took a step back to review the terms, construction costs and schedule for building new jail capacity, based on the commitments from King County cities. This review resulted in a number of concerns expressed by Yakima County, that they would like to see resolved prior to signing a long-term commitment for jail capacity. Yakima's concerns largely are focused on three issues – medical costs, refusal conditions and availability of capacity.

Medical Costs

Yakima County, after a more in-depth review, is concerned that they may have a significant liability for medical costs. While we are somewhat confident that the $5 per inmate day surcharge collected for medical costs is adequate, there is no certainty based on actual experience. As a result, Yakima requested that the cities agree to having a quarterly accounting for medical costs, and the City will reimburse medical costs in excess of the surcharge (on a periodic basis) to Yakima. While this is not exactly in the city's interest to assume this liability, we need to recognize that we are already liable by virtue of being a City. While King County does not charge us for these medical expenses, staff is fairly confident that the Yakima agreement is still less expensive for jail services.

Staff will look more closely at how to manage this liability in the future, once we get actual medical utilization experience. Once this data is obtained, we can work with other cities to manage this risk either using a self-insured pool, conduct better medical screening to reduce utilization and/or seek less costly medical service providers.

Right of Refusal

Yakima County is also concerned that the current right of refusal section is too broad. In particular, they are concerned with receiving prisoners who may require 24-hour medical attention as the result of a life-threatening illness or mental disorder, prisoners who require special assistance to perform basic mobility and body functions, conditions where Yakima County is unable to obtain, or prisoners who have a history of escape, assault on corrections officers. Staff does not see this as major problem for us. While we do have some evidence to suggest that we have some prisoners who might fit this profile, we have other alternatives available to provide either secure detention or house arrest. It is our goal to find the most appropriate services for inmates, depending upon inmate needs. This is still a work in progress, as cuts in human services and psychiatric services make this a more challenging effort that we would like to see.

Delay in Construction Schedule

Yakima County would like to postpone completion of the new jail facility until September 30, 2003 from June 1, 2003. Yakima is concerned that the current schedule places too much emphasis on completion, which traditionally will increase costs on a project of this size. Cost increases will result in higher debt service costs, which may result in Yakima County subsidizing services to King County cities. In the interim period, cities will collectively be guaranteed to have 150 beds. This schedule still matches with the population reduction targets in the proposed King County Interlocal Agreement for Jail Services.

While staff is frustrated with the sequence of events with Yakima County we remain confident that this agreement will save the City money in the near- to long-term within the liabilities for services we currently face.

RECOMMENDATION

Staff recommends Council authorize the City Manager to enter into an interlocal agreement with King County for Jail Services, authorize the City Manger to sign an amendment to the interlocal agreement with Yakima County for Jail Services, and provide consensus support for the letter of understanding for the King County Council on Law, Justice and Human Services.

ATTACHMENTS

- Proposed Interlocal Agreement with King County for Jail Services – Attachment A
- Proposed Amendments to the Interlocal Agreement with Yakima County for Jail Services – Attachment B
- Interlocal Agreement with Yakima County for Jail Services – Attachment C
- Draft Letter of Understanding – King County Interlocal – Attachment D

- Proposed Interlocal Agreement with King County for Jail Services – Attachment A

Interlocal Agreement Between King County and the City of «Affiliation» for Jail Services

THIS INTERLOCAL AGREEMENT ("Agreement") is dated effective the 1st day of November, 2002. The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and the «Affiliation», a Washington municipal corporation (the "City").

This Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48).

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

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:

   1.1. "Booking" means registering, screening and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate.

   1.2. "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays.

   1.3. "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial:

      1.3.1. The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, whether filed under state law or city ordinance;
      1.3.2. The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
      1.3.3. The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
      1.3.4. The person is booked or confined by reason of subsections 1.3.1 through 1.3.3 above, in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.3.1 through 1.3.3 above is determined to be the most serious charge in accordance with Exhibit I.

1.12 "Official Daily Population Count" is an official count of inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.

1.13 "PARP" means the Population Alert and Reduction Plan attached as Exhibit IV.

1.14 "Psychiatric Inmate" means a City Inmate or County Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's psychiatric housing units or other medical facility that the County may choose to send a Psychiatric Inmate. If an inmate is moved to the general population then the inmate is no longer considered a Psychiatric Inmate.

2. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 4.5 and 11 of this Agreement. The County shall also furnish the City with Jail facilities, booking, transportation among County facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital, and custodial services, and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates. The County shall furnish to City Inmates all Jail medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notification of a court order to release.

3. City Compensation. The City will pay the County a booking fee and a maintenance charge as follows:

3.1 Booking Fee. The booking fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail. The booking fee shall be as provided in Exhibit III. The effective date of each annual adjustment will be January 1st. The County will maintain its program of contacting the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking and will result in no maintenance charges if the City Inmate is released to the City within six hours of booking. The parties agree that the issue of providing earlier notice to the Contract Cities of booking of City Inmates shall be immediately referred to JAG for resolution. The County will maintain its program to notify the City of the status of its inmates in cases where confinement is the result of multiple warrants from two or more jurisdictions. This program will allow the City to take custody of a City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary maintenance charges.

3.2 Maintenance Charge. The maintenance charge shall be assessed for a City Inmate for each Inmate Day. The maintenance charge shall be as provided in Exhibit III. The effective date of each annual adjustment will be January 1st. The City will be billed the daily maintenance charge for Medical and Psychiatric Inmates, except as provided for in Section 11.7 of this Agreement.

4.6 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure.

4.7 Each party many examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 4.2.

5. Term. This Agreement shall commence on November 1, 2002 and shall supersede all previous contracts and agreements between the parties relating to the Jail and jail services. This Agreement shall extend to December 31, 2012 and may be renewed annually by the agreement of the parties.

6. Termination. Neither party may terminate this Agreement prior to January 1, 2004. Thereafter, either party may initiate a process to terminate this Agreement as follows:

6.1 Ten-Day Notice of Intent to Terminate. Any party wishing to terminate this Agreement shall issue a written notice of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination notice under Section 6.2 of this Agreement. Upon receipt of the written notice of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination notice under section 6.2 of this Agreement.

6.2 Ninety-Day Termination Notice. After the ten (10) day period has run under Section 6.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination notice, as provided in RCW 70.48.090.

7. Limited Re-Opener. The County or the Cities may request (a) during the year 2006, and during the year 2009, that the parties meet to negotiate a change to the charges being paid under Exhibit III; or (b) at any time prior to December 31, 2006, that the parties meet to negotiate a change to any operations covering Medical or Psychiatric Inmates. In the event such a request is made, the parties agree to meet and negotiate in good faith on the issue. However, if no agreement is reached, the terms of this Agreement will continue to apply.

8. Indemnification.

8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or

The committee shall be composed of eight persons as follows:

County Executive Representative	(1)
City of Seattle Representative	(1)
City of Bellevue Representative	(1)
Director of the Department of Adult and Juvenile Detention	(1)
Suburban Cities Representatives	(4)

The City of Seattle representative will be appointed by the Mayor of Seattle. The City of Bellevue representative will be appointed by the City Manager. The Suburban Cities Association (SCA) shall select four (4) representatives through a process defined by the SCA. The Mayor of Mayor/Council cities or the City Manager of Council/Manager cities shall appoint the representative of each city selected by the SCA. Notice of the city representatives and any changes thereto shall be provided to the County Executive. The Committee shall meet at least quarterly. A Chair shall be selected from among the members.

11. Jail Capacity. The parties understand that the number of beds available in King County may not meet the demands for those beds in the future. The following items attempt to address the needs of the local criminal justice system for adequate secure bed space and the County's ability to prevent excessive and unmanageable crowding conditions within capacity.

11.1 PARP. The parties agree to make a good-faith effort to cooperatively implement all provisions of the PARP. Additionally, King County agrees to be bound to the Population Alert Notification section of the PARP with the caveat that King County will not be held to the Population Alert Notification section of the PARP in the event of force majeure or computer or telecommunications failure. The parties have also prepared a Table set forth in Exhibit V. This Exhibit represents a good faith effort by the parties to estimate Jail bed demand and supply for the years 2002 through 2005. However, the King County supply scenarios contained in Exhibit V are not binding on the County.

11.2 Capacity for City Inmates. When necessary, King County will double bunk the Regional Justice Center up to 65% to accommodate City Inmates. The parties understand that the County's commitment to double bunk up to 65% at the Regional Justice Center to accommodate City Inmates means that the County will not set a budgetary constraint that will prevent the County from performing under the terms of this Agreement.

11.3 The Contract Cities agree to the following population reduction schedule for the aggregate number of City Inmates.

A) By December 31, 2003, at the time of the Jail's Official Daily Population Count the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 380.

designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house City Inmates in excess of the population reduction schedule listed in Sections 11.3 and 11.4, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4.

11.6 The Jail's capacity limit for Medical Inmates is twenty-six (26). The Jail's capacity limit for Psychiatric Inmates is one hundred fifty one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.11 and 1.14 at the time of the Jail's Official Daily Population Count.

11.7 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 11.6, the County will notify the City by phone or electronic mail. Such notification will be made to the person designated in Section 13.10 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 11.6, or the County may inform the City that it is willing to continue to house these inmates at the premium maintenance day charge as detailed in Exhibit III. The premium maintenance day charge in Exhibit III may only be charged when 1) the capacity limit is exceeded, 2) additional staff are assigned and compensated to serve these excess Medical or Psychiatric Inmates, 3) additional medical or psychiatric bed capacity is created, and 4) notice is provided as detailed above in this Section.

11.8 County requests under Section 11.7 will be made as follows. The billable City with the most recent City Inmate admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to continue to house these inmates at the premium maintenance day charge as detailed in Exhibit III.

11.9 If the County, pursuant to Sections 11.7 and 11.8, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City may take custody of its[1] Medical or Psychiatric Inmates by picking them up within 24-hours of the County's request, or by notifying the County, within 24-hours of the County's request, that the City would like the County to deliver the inmates to the City's

[1] Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 11 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different City (Substitute City), the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County will deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The substitution procedures outlined in this footnote will also apply to Psychiatric Inmates.

the City of Bellevue, plus investment interest earned. This section shall survive any termination of this Agreement prior to December 31, 2012.

13. General Provisions

13.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of inmates.

13.2 Grants. Both parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of inmates, and the reduction of costs of operating and maintaining Jail facilities.

13.3 Harborview Costs. Should the County be charged for hospitalization costs for City Inmates, excluding costs reimbursable from another jurisdiction, both parties agree to reopen negotiations on this specific point. If an impasse is reached then the process outlined in Section 4 of this Agreement will be followed.

13.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

13.5 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

13.6 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I	Method of Determining Billable Charge and Agency
Exhibit II	Exception to Billing Procedure
Exhibit III	Maintenance Charge, Premium Maintenance Charge and Booking Fee
Exhibit IV	Population Alert and Reduction Plan
Exhibit V	Comparison of Estimated King County Jail Bed Demand and Supply 2002 to 2005 Table
Exhibit VI	Land Transfer Agreement
Exhibit VII	List of Cities

13.7 Entire Agreement. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

King County	«Affiliation»
King County Executive	Manager
Date Approved as to Form	Date Approved as to Form
King County Deputy Prosecuting Attorney	Title
Date	Date

Department of Adult Detention
August 27, 2002
contracts/**

EXHIBITS

Exhibit I	Method of Determining Billable Charge and Agency
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Exhibit IV	Population Alert and Reduction Plan
Exhibit V	Comparison of Estimated King County Jail Bed Demand and Supply 2002 to 2005 Table
Exhibit VI	Land Transfer Agreement
Exhibit VII	List of Cities

EXHIBIT I
Method of Determining Billable Charge and Agency

Daily the billing program examines the open charges for each active booking and applies a uniform set of rules to select the billable charge. Then the billable agency is determined from the billable charge. Under these rules, the most serious charge, as determined by type of charge (felony, investigation, misdemeanor), pretrial or sentenced status and bail amount, is considered the principal basis for incarceration, pursuant to Section 1 of this Agreement.

The procedure for selecting the billable charge is as follows. The program will proceed in sequence through the series of procedures only as far as needed to isolate one charge as billable.

1. Select the only felony or investigation of felony charge. If there are more than one, go to Rule 2. If there are no felony or investigation of felony charges, proceed to Rule 3.

2. Select the charge with charge status other than Federal or Immigration. If there are no other charge statuses, determine if the charge is Federal or Immigration and bill accordingly.

3. Select the only misdemeanor charge. If there are more than one, continue to Rule 4.

4. Select the sentenced charge. Find the agency with the longest sentence. If there are no sentenced charges, go to Rule 6.

5. If there is no longest sentence, or if all are sentences of equal length, select the charge with the earliest sentence date.

6. Select the charge for the arresting agency. If there is no arresting agency or charges, select the earliest charge entered and set the billable agency of that charge.

7. If there are no sentenced charges, and if the arresting agency has no charge, then find the agency having the highest total accumulated bail amount and select the first charge entered for that agency.

8. If bail is equal among jurisdictions and no charges are sentenced, or if all charges are sentences of equal length, select the charge having the earliest charge number.

EXHIBIT II
Exception to Billing Procedure between King County and Cities Signing the Agreement for Jail Services

For persons serving the one and two day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, inmate day shall not be defined according to Section 1.8 of the Agreement. Instead, inmate day shall be defined as a twenty-four hour period beginning at the time of booking. Any portion of a twenty-four hour period shall be counted as a full inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/90 0700	Released 7/3/90 0700
	Number of inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/90 0700	Temporary Release 7/2/90 0700
	Return to Jail 7/8/90 0700 Number of Inmate days = 2	Released 7/9/90 0700

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

EXHIBIT III
Maintenance Charge, Premium Maintenance Charge & Booking Fee

1. MAINTENANCE CHARGE.
The maintenance charge for 2002 is $77.37. For each calendar year thereafter the maintenance charge will be increased by 5.8 percent.

In addition to the 5.8 percent increase, King County will increase the maintenance charge to capture the cost of capital expenditures. Capital expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail operations. Capital expenditures include the Integrated Security Project (ISP) and the Courthouse Seismic Stabilization Project (CSSP). Additional capital expenditures will be included in the maintenance charge if such expenditures benefit City Inmates. Any capital expenditure that solely benefits County Inmates will not be charged to the City.

Capital expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of inmate days. DAJD will estimate the total number of inmate days for a given year. By April 30th of the following year DAJD will reconcile this capital expenditure number and adjust the City's next billing accordingly.

The County shall provide its 6-year CIP and its 6-year major maintenance plan to the City on an annual basis. The County will provide a detailed line item budget of each capital expenditure. If the City disputes that the capital expenditure benefits City Inmates or otherwise disputes the inclusion of the capital expenditure or any portion of the capital expenditures' budget in the maintenance fee, the matter will be referred to JAG as described in Section 4 of this Agreement. Capital expenditures will not be charged to the City to the extent such capital expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements. King County will provide the City with a sample calculation of the maintenance charge for the years 2002-2005, which will include a rough estimate of capital expenditures.

Capital expenditure charges shall begin, if debt financed, when debt service payments begin for the permanent financing of the capital expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the cities will be amortized over fifteen (15) years. If the capital expenditure is not debt financed, capital expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

2. PREMIUM MAINTENANCE CHARGE.
The premium maintenance charge for 2002 for Medical and Psychiatric Inmates is $205.35 and may only be charged consistent with the conditions in Section 11.7 of the Agreement. For each calendar year thereafter, the premium maintenance charge will be increased by 5.8 percent.

3. BOOKING FEE.
The booking charge for 2002 is $148.78. For each calendar year thereafter the booking charge will be increased by 5.8 percent.

EXHIBIT IV
Population Alert and Reduction Plan

This Population Alert and Reduction Plan (PARP) attempts to balance the needs of the local criminal justice system for adequate secure bed space and the County's ability to prevent excessive and unmanageable crowding conditions. Periodic reports (at least quarterly) will be provided by the County and the Cities to the Jail Agreement Administration Group established in the Agreement on PARP implementation efforts.

I. Reduction Plan: Initial Steps

It is the goal of King County and the Contract Cities to avoid reaching population levels that trigger population alerts. To this end the parties will examine current practices and to the extent available use population reduction strategies and alternatives to secure detention programs to reduce reliance on secure jail beds.

In addition, during 2002 and 2003 the following actions will be undertaken to prepare for the possibility of a mismatch between capacity and demand for secure jail beds.

1. Development and implementation of the notification system outlined below by November 15, 2002.
2. The Contract Cities will sign a contract to be effective no later than third quarter 2003 with Yakima County or another jurisdiction to achieve the population reduction schedule listed in Sections 11.3 and 11.4 of the Agreement.
3. King County Executive will make best efforts to obtain funding and implement community corrections pilot programs (Day Reporting and Work Crews) which are expected to reduce the utilization of secure capacity by 60 beds.
4. The County agrees to seek participation by the King County Prosecutor, Superior Court and District Court to develop a plan for reducing the use of secure beds. The goal would be to reduce the use of non-city secure beds based on seriousness of offense and risk to public safety, and/or risk of flight to avoid prosecution. The County agrees to make a good-faith effort to implement court approved plans for which funding has been approved.
5. The Contract Cities agree to seek participation by City prosecutors and courts to develop a plan incorporating the elements described below for reducing the use of secure beds. The goal would be to reduce the use of secure beds based on seriousness of offense and risk to public safety, and/or risk of flight to avoid prosecution. The City agrees to make a good-faith effort to implement court approved plans for which funding has been approved.
6. The JAG will discuss and provide advice on an implementation plan for all reduction plans.

II. Definitions

"Operational capacity" is the number of secure jail beds that can be operated by DAJD within annual adopted budget appropriation and within legal limitations including, but not limited to, limitations outlined in the *Hammer* settlement agreement and the Agreement with the Contract Cities. Vacancy rates at 5% for the Regional Justice Center and 2½% for the King County Correctional Facility will also be factored into operational capacity. In the event the County changes such vacancy rates, the County agrees to notify JAG.

III. County Population Alert Notifications

The County will provide the Contract Cities with a Population Alert Notification covering three categories: total population, Medical Inmates, and Psychiatric Inmates (PAN-TMP), and a Population Alert Notification for City Inmates (PAN-CI)

A. Timing

The PAN-TMP will be updated daily.

The PAN-CI will be updated monthly with a lag time of two weeks until such time as the County is able to provide more frequent notice to the Contract Cities.

B. Format

The County will develop a format for the PAN-TMP and PAN-CI that has an easily understood visual element. A visual "meter" type notice graphic will be developed that will be sent to Contract Cities by automated e-mail and/or appear on the County's web site.

C. Contents

1) The PAN-TMP will provide a snap shot of short-term secure bed population status by the following status groups:

Total secure population
Medical Inmates
Psychiatric Inmates

The PAN-TMP will have three levels.

Alert Level I/Yellow - Greater than or equal to 95 percent operational capacity by category at the daily official count.

Alert Level II/Orange - The jail population is between 95 percent and 100 percent of operational capacity and has maintained that level for three consecutive days.

Alert Level III/Red – The jail population exceeds total operational capacity.

The PAN-TMP will contain a "notes" section where the County can inform the cities of events that may affect jail population.

2) The PAN-CI will be a count of the number of City Inmates.

V. Other General Notification Requirements

Notice or information will be provided to the other party through the County or cities representative on the JAG as soon as it is available as follows:

- ISP -- County
    - Transmittal of project budget to the King County Council
    - Council approval of funding
    - Project schedule
    - Bid notice
    - Notice to proceed
    - Construction schedule and inmate transfer schedule
- Status of contracting for secure jail beds in other jurisdictions - Cities
    - Signature of contracts
    - Financing approval
    - Bid notice
    - Notice to proceed
    - Construction schedule
    - Prisoner transfer schedule
- Alternatives to Secure Detention Programs – County
    - The County will provide to the JAG a description of all alternative programs to secure detention (including program capacity) either directly operated by the County or operated by another entity under contract.
    - Notice of plans to initiate or expand alternatives and notice that plans have been implemented, including program capacity.
    - Copies of program placement criteria and operating protocols, including any agreements with courts.
- Alternatives to secure detention programs – Cities
    - The City will provide to the JAG a description of all alternative programs to secure detention (including program capacity) either directly operated by the City or operated by another entity under contract.
    - Notice of plans to initiate or expand alternatives and notice that plans have been implemented, including program capacity.
    - Copies of program placement criteria and operating protocols, including any agreements with courts.

EXHIBIT V

COMPARISON OF ESTIMATED KING COUNTY JAIL BED DEMAND AND SUPPLY 2002 TO 2005

		Jail and Alternatives Misdemeanant Space Demand				King County Supply Scenarios				
Year		Cities Beds	State/Co Misd Beds	Felony Beds	Total Beds	Types of Beds	Status Quo	Close NRF & ISP	Close NRF only	ISP only
2000	Pre Sentence	227				Secure Beds	2973			
	Post Sentence	492				NRF Beds	291			
	Total	719	296			Work Release	191			
						Total	3455			
2002	Projected	477	300	2009	2786	Secure Beds	2973	2973	2973	2973
					0	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	3223	3223	3414
2003	Projected		320	2094	2414	Secure Beds	2973	2430	2782	2621
	Maximum	380			380	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	2680	3032	3062
2004	Projected		340	2191	2531	Secure Beds	2973	2430	2782	2621
	Maximum	250			250	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	2680	3032	3062
Mid 2005+	Projected		350	2270	2620	Secure Beds	2973	2973	2973	2973
	Maximum	220				NRF Beds	0	0	0	0
						Addn'l Alternatives	60	60	60	60
2012+	Maximum	0				Work Release	190	190	190	190
						Total	3223	3223	3223	3223
NOTES:										

1) Assumes a 3% growth rate per year for felony bed demand
2) Assumes no impact from DWLS diversion programs by District Court
3) Assumes cities will reduce jail bed use by Dec 31 of year unless noted.
4) Assumes cities are able to occupy 530 beds in Yakima County and/or Benton County Jail by Decemeber 2003
5) The County is pursuing policies to reduce the use of secure beds beginning in 2002 that are not reflected in these numbers. Also, capacity restrictions could begin as soon as 2003 depending on County policy decisions.
6) The number of secure beds listed include double bunking the RJC up to 65% (492 beds). Utilization Of these beds requires that funding be sought and approved by the County Council.
7) Assumes ISP begins 3rd Qtr. 2003.
8) Assumes additional alternative beds available 4th Qtr of 2002.
9) Fifteen days per quarter there is a peak at 5% over average.

EXHIBIT VI
Land Transfer Agreement

Intergovernmental Land Transfer Agreement Between
King County and the City of Bellevue

Intergovernmental Land Transfer Agreement Between King County and the City of Bellevue

This Intergovernmental Land Transfer Agreement ("Agreement") is made and entered into by and between King County ("County"), and the City of Bellevue ("City").

WHEREAS the County has entered into a Jail Services Agreement ("JSA") with many of the cities located in King County ("Cities") to which this Agreement is an attachment; and

WHEREAS the JSA provides for the transfer of real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E. in Bellevue, Washington, (said property is described more fully in Exhibit A and referred to herein as the "Property") to the City of Bellevue in consideration for the negotiated rate in the JSA and promises made by the Cities in the JSA related to population reduction; and

WHEREAS it is in the best interest of the public that the County transfer said property to the City for the purposes detailed in the JSA;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Obligations of Parties

1.1 Agreement Contingent

This Agreement is subject to the execution of an Interlocal Agreement ("Cities Interlocal") between the City and all other interested cities located within King County to provide for the maintenance and disposition of the Property. If the City and the other interested cities are unable to reach agreement on the terms of the Cities Interlocal prior to the date of conveyance as provided in paragraph 1.2, upon written notice from the City of Bellevue to King County, this Agreement shall, at the City's sole discretion, become null and void and the parties will have no further obligation hereunder.

1.2 Conveyance of Title

On July 1, 2004, or earlier as hereinafter provided, the County will execute and deliver to the City: 1) a Statutory Warranty Deed conveying and warranting good and marketable title to parcels A, B-1 and B-2 free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those exceptions, defects and/or encumbrances identified on Exhibit B; and 2) a Quit Claim Deed conveying parcel C. Parcels A, B-1, B-2 and C are described more fully in Exhibit A and collectively referred to herein as the "Property."

1.3 The City will provide written notice to the County upon satisfaction of all contingencies under Sections 1.1 and 6.2 of this Agreement and the County shall have sixty (60) days thereafter to deliver a conveyance to the City.

2. Existing Restrictions, Agreements, Contracts or Permits

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

2.2 The Property will be used as required in Section 12 of the JSA to enable the Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of the JSA. The parties understand that the Property may be sold or traded and the proceeds and/or land acquired from such sale or trade used for the purposes detailed in the preceding sentence. The parties further agree that in the event the cities do not comply with Section 12 of the JSA and meet the final step of the population reduction schedule as detailed in Sections 11.3 and 11.4 of the JSA, the City of Bellevue shall transfer title to the Property back to the County if such Property has not been sold; or if such Property has been sold, pay the County an amount equal to the net sale price of the Property, plus investment interest earned; or if the Property has been traded, pay the County the appraised value of the Property at the time of the trade, as determined by an MAI appraiser selected by mutual agreement of King County and the City of Bellevue, plus investment interest earned.

2.3 Should any disagreement arise between the parties as to the interpretation or application of the terms and provisions of this Agreement, the parties shall first engage in informal dispute resolution between designated City and County staff persons. If those staff persons are unable to resolve the dispute, the matter shall be referred to the City Manager and the County Executive or their respective designees. If the City Manager and the County Executive or designees are unable to resolve the dispute, the matter shall be referred to non-binding mediation. Should the mediation process fail to resolve the dispute, either party may file an action in King County Superior Court. Each party shall bear its own costs and attorney fees incurred in the dispute resolution process.

3. Condition of Property and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

3.1 The County warrants that it has and will deliver marketable title to Parcels A, B-1 and B-2. The City has inspected and knows the condition of the Property and accepts the Property AS IS, WHERE IS and WITH ALL FAULTS. More specifically, King County does not make and specifically disclaims any warranties; express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of the County is authorized otherwise. Without limitation, the foregoing specifically excludes warranties with respect to the condition of the Property for development and/or use by City, the presence of any Hazardous Materials,

underground storage tanks or contaminated soil, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Materials at, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended. Except as provided in Sections 4 and 5, the City acknowledges and agrees that the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

3.2 Except as provided in Section 5, the County shall not have any obligation to make any changes or improvements, or to incur any expenses whatsoever for the operation, maintenance, monitoring, repair or remediation of the Property.

4.Indemnification and Hold Harmless

4.1 The County shall protect, indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the date of conveyance of the Property to the City. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and/or its elected officials, officers, agents and employees or jointly against the City and the County and/or their respective elected officials, officers, agents and employees, the County shall satisfy the same.

4.2 Except as provided in Section 5, the City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever arising from those occurrences related to the Property that occurred on or after the date of conveyance of the Property to the City. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the County or the County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against the County and/or its officers, agents and employees or jointly against the County and the City and/or their respective officers, agents and employees, the City shall satisfy the same.

4.3 Each Party to this Agreement shall notify the other of any and all claims, actions, suits, liabilities, losses, costs, expenses or damages that arise or are brought against that party relating to or pertaining to the Property, within thirty (30) days of receipt of such information.

4.4 Each party agrees that its obligations under this paragraph extend to any claim, demand,

and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

4.5 These indemnification provisions shall survive the conveyance of the Property and any termination of this Agreement or the JSA.

5. Environmental Liability

5.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

5.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County, its agents or permittees during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property The preceding sentence shall not apply to tests, inspections, studies, surveys or appraisals conducted by the City pursuant to Section 6.1.

5.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing as soon as reasonably practicable, but in any event not more than sixty (60) days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

5.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

6. City Right of Inspection

6.1 Prior to the date of conveyance, the City shall have the right at City expense to perform any and all tests, inspections, studies, surveys or appraisals of the Property reasonably deemed necessary by the City. Upon seven (7) days written notice to the County, the City may enter the Property and conduct such tests, inspections, studies, surveys and appraisals. County representatives may attend and witness such tests, inspections, studies, surveys and appraisals. After conducting its tests, inspections, studies, surveys or appraisals of the Property, the City shall restore the Property, as nearly as is practicable, to its condition on the date of City's entry thereon, except to the extent that the City may be required by state or

federal agencies to leave any exposed or altered area open for inspection and/or remediation. In addition, the City shall defend, indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from all claims, demands, suits, actions, and liabilities of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent errors, omissions or acts of the City and/or its contractors, employees, agents, and representatives in the performance of the tests, inspections, studies, surveys or appraisals of the Property. The City specifically assumes potential liability for actions brought by the City's own employees against the County arising from such tests, inspections, studies, surveys or appraisals, and for that purpose the City specifically waives, as respects the County only, any immunity under the Worker's Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation.

6.2 If after conducting its tests, inspections, studies, surveys and appraisals the City determines, in its sole discretion, that condition(s) exist on the Property that will substantially impact the salability of the Property (other than naturally occurring conditions), the City may request that the County remediate such condition(s). In the event that the County fails, within 90 days of receiving the request from the City, to agree to such remediation, or thereafter fails, within a reasonable period of time (but in any event prior to the date of conveyance of the Property), to accomplish such remediation, this Agreement shall, at the City's sole discretion, upon written notice to the County, become null and void and the parties shall have no further obligations under this Agreement or the JSA with respect to this Property.

6.3 Within thirty (30) days of the execution of this Agreement, the County shall provide the City with copies of all of its records related to the County's acquisition and maintenance of and to the condition of the Property.

7. Legal Relationship

7.1 The parties to this Agreement execute and implement this Agreement solely as County and City. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

8. Waiver and Amendments

8.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

9. Entire Agreement and Modifications

9.1 The JSA and this Intergovernmental Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. Any amendment or modification of the terms of this Agreement must be made in writing and signed by both parties hereto.

10. Duration and Authority

10.1 This agreement shall be effective upon signature by the authorized signatories of and authorization by the legislative bodies of both parties. The terms, conditions, covenants, and representations contained herein and in the JSA shall not merge into the deed of conveyance, but shall survive the conveyance and shall continue in force.

10.2 Termination of this Agreement by the City pursuant to Section 1.1 or 6.2 shall have no effect upon the terms and enforceability of the JSA except for Section 12 of the JSA.

11. Assignment.

11.1 The City shall not assign this agreement or any rights hereunder except to the cities or another city representing the cities for whose benefit this conveyance of the Property is to be made, and then only if the assignee(s) assume(s) all obligations of the City under this Agreement.

12. Negotiation and Construction.

12.1 This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party. All parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

13. Notice

13.1 Any notice provided for herein shall be sent to the respective parties at:

King County	City
[INSERT INFO]	[INSERT INFO]

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County	City of Bellevue
_____	_____

King County Executive

_____
Date

Approved as to Form:

_____
King County
Senior Deputy Prosecuting Attorney

_____
Date

City Manager

_____
Date

Approved as to Form:

_____
City Attorney

_____
Date

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me _____, to me known to be the_____ of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2002.

_____
Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
ss.
COUNTY OF KING }

On this day personally appeared before me _____, the _____ of _____, known to me to be the City that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2002.

_____
Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A
Legal Descriptions

Parcel A: Lots 3 and 4 of Bellevue Short Plat No. 78-43 as recorded under Recording No. 7807030722, records of King County, Washington; EXCEPT the South 10 feet thereof.

Parcel B-1: That portion of the South 267.6 feet of the North 634.7 feet of the NW 1/4 of the SW 1/4 of Section 28, Township 25 North, Range 5 East, W.M., in King County, Washington, lying Westerly of the Northern Pacific Railway Right-of-Way; EXCEPT the North 242 feet of the West 450 feet thereof; AND EXCEPT the West 30 feet thereof for 116th Avenue NE; AND EXCEPT the South 26.6 feet of the West 250 feet thereof.

Parcel B-2: An easement for access for the benefit of Parcel B-1 as granted and set forth in document recorded under Recording No. 7908020842, records of King County, Washington.

Parcel C: The South 10 feet of the North 367.10 feet, measured along the Westerly line thereof, of that portion of the Northwest quarter of the Southwest quarter of Section 28, Township 25 North, Range 5 East, W.M., lying Westerly of the right of way of Burlington Northern, Inc., successor to Northern Pacific railway Company, Except the West 450 feet thereof.

All situated in King County, Washington.

EXHIBIT B

(To be attached)

EXHIBIT VII
List of Cities

Algona
Auburn
Beaux Arts
Bellevue
Black Diamond
Bothell
Burien
Carnation
Clyde Hill
Covington
Des Moines
Duvall
Federal Way
Hunts Point
Issaquah
Kenmore
Kirkland
Lake Forest Park
Maple Valley
Medina
Mercer Island
Milton
Newcastle
Normandy Park
North Bend
Pacific
Redmond
Renton
Sammamish
Sea Tac
Seattle
Shoreline
Skykomish
Snoqualmie
Tukwila
Woodinville
Yarrow Point

- Proposed Amendments to the Interlocal Agreement with Yakima County for Jail Services – Attachment B

ADDENDUM TO

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

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Agreement") is made and entered into on this ___ day of _____, 2002 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

WHEREAS Yakima County and the cities named above intend to enter into a long term agreement ("the Agreement") for housing of city inmates by Yakima County; and

WHEREAS numerous cities have signed the Agreement; and

WHEREAS certain provisions of the Agreement require modification before final execution and the parties have determined that the most efficient method of making such modifications is for this addendum to be executed contemporaneously with Yakima County signing the Agreement.

THEREFORE, the provisions of the Interlocal Agreement between Yakima County, Washington and the cities named above for housing of inmates are amended as follows:

Section 1. Section 1(g) of the Agreement is hereby amended as follows:

(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 September 30, 2003 and equal to 440 City Inmates from October 1, 2003 until the termination of this Agreement.

Section 2. Section 2 of the Agreement is hereby amended as follows:

(a) Effective Date - 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 effective date of this Agreement and the obligations of Yakima County and the Cities shall commence only when this Agreement has been executed by a sufficient number of Cities to represent 90% of the 440 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 440 Minimum Bed Commitment. In the event this Agreement is not fully executed on or before November 1, 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 obligation of Yakima County to provide the Minimum Bed Commitment in excess of 150 beds is conditioned upon Yakima County issuing bonds for the financing of the New Jail Facility no later than December 31, 2002 and obtaining the necessary building permits.. In the event that Yakima County is unable for any reason to issue such bonds on or before December 31, 2002 or obtain such permits, Yakima County may elect to terminate this Agreement 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 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 County agrees to accept City Inmates pursuant to this Agreement in the New Jail Facility.

Section 3. Section 3 of the Agreement is hereby amended as follows:

The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, 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.

Section 4. Section 6(b) of the Agreement is hereby amended as follows:

(b) Minimum Bed Guarantee. From and after the Effective Date of the Agreement and continuing until September 30, 2003, Yakima County guarantees a minimum of 150 daily jail beds for City Inmates. Commencing October 1, 2003 and continuing until this Agreement is terminated, Yakima County guarantees a minimum of 440 daily jail beds for City Inmates. If King County, Washington refuses to accept City Inmates prior to October 1, 2003, Yakima County will use best efforts to accept additional City Inmates by contracting for additional jail capacity 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. Prior to constructing new jail capacity beyond the Jail Facility, Yakima will contact the Cities and offer to reduce the Minimum Bed Commitment. If any City voluntarily agrees to such a reduction, the Minimum Bed Commitment shall be reduced by the amount of beds the City agrees to return to Yakima for its use.

Section 5. Section 6 of the Agreement is herby amended by adding the following subsection (d):

(d) Yakima County shall provide the Cities' Inmates with confidential telephone or in person access to their attorneys during their period of incarceration at the Yakima County Jail at no cost to the inmate. Each City shall reimburse Yakima County or cause Yakima County to be reimbursed for the cost of that City's Inmates' long distance telephone calls within 30 days of receipt of invoice from the County. By separate mutual agreement, the County and a City may provide video conference capabilities for the City's Inmates' communication with the inmates' attorneys, families or other persons or agencies.

Section 6. Subsection 7(a) of the Agreement is hereby amended in its entirety to provide as follows:

(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, which shall increase at a rate of 5% per annum as shown, includes a per inmate per day (i) bed maintenance fee and (ii) Medical Payment:

YEAR	DAILY FEE PER CITY INMATE (bed maintenance fee + $5 Medical Payment)
2002	$ 56.00
2003	$ 58.80
2004	$ 61.74
2005	$ 64.83
2006	$ 68.07
2007	$ 71.47
2008	$ 75.05
2009	$ 78.80
2010	$ 82.74

Yakima County shall pay for all medical, psychiatric, and dental costs of the Cities' Inmates in exchange for the payment by the Cities of an amount equal to $5 per day per inmate ("Medical Payment"). Medical Payments shall be made from a designated fund maintained by Yakima County. Such fund shall consist of deposits made by each City in an amount equal to $5 per day per City Inmate. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric and/or dental service provided. Each quarter Yakima County shall send to the Cities and accounting of the medical fund. In the event Yakima County's actual medical, psychiatric, and dental costs exceed the funds available in the Medical Payment fund, the cities agree to compensate Yakima County for all said costs within 30 days following receipt of said medical billing.

Yakima County agrees to use best efforts to take advantage of the best available state pharmacy programs or to have an operational in-house pharmacy on or before acceptance of long term inmates.

Section 7: Section 18(b) of the Agreement is hereby amended by deleting existing Section 18 (b) in its entirety and replacing it with the following:

18(b) Yakima County shall have the right to refuse to accept a City Inmate and to return such Inmate to a City when, in the reasonable and informed judgment of Yakima County, such City Inmate: (i) would require 24-hour per day medical attention as a result of a life-threatening illness or injury or uncontrollable behavior resulting from an acute psychiatric disorder; (ii) would require regular medical staff assistance in connection with mobility, bodily function or personal hygiene needs due to a lack of ambulatory ability; (iii) has a unique medical condition for which Yakima County is unable to obtain medical services, (iv) has been convicted of escape from a secure jail facility; or (v) has been convicted of assault on any correction officer or staff. If an

Inmate is being returned to the City pursuant to this Section, 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 5 of this Agreement.

Section 8: This Addendum may be executed in any number of counterparts. Except as otherwise amended by this Addendum, the Agreement shall remain in full force and effect.

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

BOARD OF YAKIMA COUNTY COMMISSIONERS By:_____ Ronald F. Gamache, Chairman By:_____ James M. Lewis, Commissioner By:_____ Jesse S. Palacios, Commissioner	ATTEST: _____ Carla Ward, Clerk of the Board of Yakima County Commissioners Approved as to Form: _____ Ronald S. Zirkle Yakima County Prosecuting Attorney
CITY OF ALGONA, WA By:_____ Glenn Wilson, Mayor Estimated ADP:_____	Approved as to Form: _____ George Kelley, Algona City Attorney
CITY OF AUBURN, WA By:_____ Pete Lewis, Mayor Estimated ADP:_____	Approved as to Form: _____ Daniel B. Heid, Auburn City Attorney
TOWN OF BEAUX ARTS VILLAGE, WA By:_____ Charles R. Lowry, Mayor Estimated ADP:_____	Approved as to Form: _____ Wayne Stewart, Town Attorney
CITY OF BELLEVUE, WA By:_____ Steve Sarkozy, City Manager Estimated ADP:_____	Approved as to Form: _____ Richard L. Andrews, Bellevue City Attorney
CITY OF BLACK DIAMOND, WA By:_____ Howard Botts, Mayor Estimated ADP:_____	Approved as to Form: _____ Loren D. Combs, City Attorney

CITY OF BOTHELL, WA By:_____ Jim Thompson, City Manager Estimated ADP:_____	Approved as to Form: _____ Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA By:_____ Gary P. Long, City Manager Estimated ADP:_____	Approved as to Form: _____ Lisa Marshall, Burien City Attorney
CITY OF CARNATION, WA By:_____ Woody Edvalson, City Manager Estimated ADP:_____	Approved as to Form: _____ Phil A. Olbrechts, Carnation City Attorney
CITY OF CLYDE HILL, WA By:_____ George S. Martin, Mayor Estimated ADP:_____	Approved as to Form: _____ Clyde Hill City Attorney
CITY OF COVINGTON, WA By:_____ Andy Dempsey, City Manager Estimated ADP:_____	Approved as to Form: _____ Duncan C. Wilson, Covington City Attorney
CITY OF DES MOINES, WA By_____ City Manager Estimated ADP:_____	Approved as to Form: _____ Des Moines City Attorney
CITY OF DUVALL, WA By:_____ Becky Nixon, Mayor Estimated ADP:_____	Approved as to Form: _____ John L. O'Brien, Duvall City Attorney
CITY OF FEDERAL WAY, WA By:_____ David H. Moseley, City Manager Estimated ADP:_____	Approved as to Form: By:_____ Robert C. Sterbank, Federal Way City Attorney
CITY OF ISSAQUAH, WA By:_____ Ava Frisinger, Mayor Estimated ADP:_____	Approved as to Form: By:_____ Wayne D. Tanaka, Issaquah City Attorney

CITY OF KENMORE, WA By:_____ Stephen L. Anderson, City Manager Estimated ADP:_____	Approved as to Form: _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA By:_____ David Ramsay, City Manager Estimated ADP:_____	Approved as to Form: _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By:_____ David R. Hutchinson, Mayor Estimated ADP:_____	Approved as to Form: _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By:_____ John F. Starbard, City Manager Estimated ADP:_____	Approved as to Form: _____ Maple Valley City Attorney
CITY OF MEDINA By:_____ Douglas J. Schulze, City Manager Estimated ADP:_____	Approved as to Form: _____ Kirk R. Wines, Medina 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 NEWCASTLE, WA _____ Andrew J. Takata, City Manager Estimated ADP:_____	Approved as to Form: _____ Newcastle City Attorney
CITY OF NORMANDY PARK, WA By:_____ Merlin MacReynold, City Manager Estimated ADP:_____	Approved as to Form: _____ Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA By:_____ Joan Simpson, Mayor Estimated ADP:_____	Approved as to Form: _____ Michael R. Kenyon, North Bend City Attorney

CITY OF PACIFIC, WA By:_____ Howard Erickson, Mayor Estimated ADP:_____	Approved as to Form: _____ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA _____ Rosemarie Ives, Mayor Estimated ADP:_____	Approved as to Form: _____ Redmond 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_____ Ben Yazici, 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:_____ Gregory J. Nickels, Mayor Estimated ADP:_____	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By:_____ Steven Burkett, City Manager Estimated ADP:_____	Approved as to Form: _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By:_____ Skip Mackner, Mayor Estimated ADP:_____	Approved as to Form: _____ Skykomish City Attorney
CITY OF SNOQUALMIE, WA By:_____ Randy Fuzzy Fletcher, Mayor Estimated ADP:_____	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney

CITY OF TUKWILA, WA By:_____ Steve Mullet, Mayor Estimated ADP:_____	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By:_____ Pete Rose, City Manager Estimated ADP:_____	Approved as to Form: _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT By:_____ Jeanne R. Berry, Mayor Estimated ADP:_____	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, _____, to me known to be the City Manager/Mayor of the City/Town of _____, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this _____ day of _____, 2002.

_____
(notary signature)

_____
(typed/printed name of notary)

Notary Public in and for the State of Washington
My commission expires: _____

Interlocal to be filed with the Yakima County Auditor

- Interlocal Agreement with Yakima County for Jail Services – Attachment C

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

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;

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.

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,

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. uIf 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,

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:

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

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

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

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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

Ltr of Understanding

Re: Interpretation of Jail Services Agreement

Dear King County Council Members:

The purpose of this letter is to expressly state the intent of certain provisions set forth in the Jail Services Agreement (JSA) dated effective November 1, 2002 to be entered into among King County and 37 contract cities (Contract Cities). This letter of understanding shall constitute an addendum to the JSA.

1. Use of Proceeds from Sale of Property. Section 12 of the JSA provides for the transfer of certain real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E., Bellevue, Washington (Property). This provision provides that the "Property will be used to contribute to the cost of building secure capacity, or contracting for additional secure capacity, and, at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities" sufficient to enable the cities to meet the cities' contractual obligation to reduce city inmates as described in the JSA. The parties agree that neither this provision nor any provision in the JSA shall be interpreted to allow the Contract Cities to use the proceeds from the sale of the Property to subsidize any payments owed to the County under the terms of the JSA.

2. Construction of Misdemeanant Facility on the Property. There has been a concern among certain Council members that the Property will become the site of a future misdemeanant facility. This is not consistent with the City of Bellevue's intent for the Property and the Contract Cities are willing to stipulate that the Property will not be used for such purposes. Accordingly, the parties further agree that no misdemeanant facility will be constructed on the Property.

3. Alternatives to Secure Incarceration. Law, Justice and Human Service Chair Gossett requested that the Contract Cities consider using some of the proceeds from the sale of the Property for alternatives to secure incarceration consistent with the recommendations from the Adult Justice Operational Master Plan. Section 12 of the JSA (cited above) does allow the Contract Cities to use the proceeds for such purposes. Council member McKenna requested that we define "alternative correction facilities". Section 1.10 of the JSA defines "jail" to include secure incarceration and "community correction facilities or programs such as work release, electronic home detention, work crews, day reporting, and evening reporting operated by the County directly or pursuant to contract". The parties agree that "alternative correction facilities" means work release, electronic home detention, work crews, day reporting, evening reporting or other community facility programs operated by the Contract Cities.

4. Authority to execute this Letter of Understanding. David Moseley, Federal Way City Manager has been appointed as Chair of the Cities Negotiating Team. Pursuant to separate agreement among the Contract Cities, Mr. Moseley has been authorized to negotiate the terms and provision of the JSA for and on behalf of the 37 Contract Cities. Accordingly, Mr. Moseley is authorized to enter into this Letter of Understanding on behalf of the Contract Cities. Steve Thompson, Director of the Department of Adult and Juvenile Detention is a representative on the County's Negotiating Team and has been delegated by the County Executive the authority to enter into this Letter of Understanding on behalf of the County.

Dated this ___ day of September, 2002

Contract Cities

By: David _. Moseley
Chair of Cities Negotiating Team

King County

By: Steve Thompson
County Representative