CITY OF SHORELINE

City Clerk's Office

Receiving

1964

I-02-013

King County

I-02-013

Contract # 1964
(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts
a.) Contact City Clerk's Office for Contract Number
b.) One copy of the contract routing form
c.) Three original contract documents

2. Amendments/Change Orders
a) Contact City Clerk's Office for Contract Number
b) One copy of the contract routing form
c) Three original amendments/change orders
d) One copy of the original contract

CONTRACT DESCRIPTION

Contract Originator: Eric Swansen
Department/Division: CMO Date: 25-Oct-02

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement ☐ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other ☐ (GR) Grants ☐ (S) Purchase of Services *(all types)*

CONTRACT TITLE: Interlocal Agreement with King County for Jail Services
Brief Description of Services: Provide jail services
Contract Modification: Has the original contract boilerplate language been modified? N☐ Y☒ If yes, list which sections have been modified.
Bid/RFP Number:

FILED
OCT 29 2002
CITY CLERK
CITY OF SHORELINE

Name of Consultant/Contractor King County

Effective Date: 1 Nov. 02 **Termination Date:** 12-31-2999

Total Amount of Contract: *(including reimbursable expenses)*
OrgKey # & Object # 2003027-5510
J/L # (if required)

Is there sufficient funds in the current budget to cover this contract? Y☒ N☐ If no, from where are the additional funds coming?

Payment Terms *(monthly installments, progress payments, etc.)*: Monthly based on demand

Remarks:

SIGNATURE ROUTING:

		Date
☒ 1. Project Manager/Director	ECS	
☒ 2. Risk Mgmt/Budget	6/24/02	
☒ 3. City Attorney	Signed 10.24.02	
☐ 4. Send to Consultant for signature (only send contract documents)		
☒ 5. City Council Approval (if required)	Apvd. 10.14.02 (mo/day/year)	
☒ 6. City Manager (if required)		
☐ 7. Dept. Director (if authorized)		
☑ 8. City Clerk		Cmo 10/29/02
☐ 9. Purchasing		

CITY OF
SHORELINE

SHORELINE
CITY COUNCIL

Scott Jepsen
Mayor

Kevin Grossman
Deputy Mayor

John Chang

Rich Gustafson

Ron Hansen

Linda Montgomery

Robert Ransom

October 25, 2002

Mr. Steve Thompson
Director – King County Detention
500 5th Avenue, KCF-AD-0600
Seattle, WA 98104

Dear Mr. Thompson:

I am sending you this letter to transmit the City's signed copies of the Interlocal Agreement for Jail Services. I also want to inform you of the City of Shoreline's contact and drop off points. I am also including contact information for managing medical, psychiatric, and over-capacity prisoners as required under the interlocal agreement for jail services. We are working with other cities to refine and proactively address prisoner logistic and management issues, so this information will likely change and notice will be provided to you to revise with your operating procedures.

- The City's contact during this interim period will be Eric Swansen, Senior Management Analyst in the City Manager's Office. Eric can be reached during office hours at (206) 546-0608 or after hours by contacting the City's customer response line at (206) 546-1700.

- The City's primary drop-off point for medical, psychiatric and over-capacity prisoners will be the City of Renton Jail. The City's backup location will be the Yakima County Jail.

We look forward to working with you and other cities to ensure a cooperative and effective transition in the months ahead. If you have any concerns or questions regarding jail services, please contact Eric Swansen from my office at (206) 546-0608.

Sincerely,

Steven C. Burkett
City Manager

Attachments: Interlocal Agreement for Jail Services Between King County and the City of Shoreline
Shoreline City Council Motion

17544 Midvale Avenue North ◈ Shoreline, Washington 98133-4921
Telephone: (206) 546-1700 ◈ www.cityofshoreline.com

CITY OF SHORELINE
Clerk's Receiving
No: 1964
Date: 10/25/02

FILED
OCT 29 2002
CITY CLERK
CITY OF SHORELINE

Interlocal Agreement Between King County and the City of Shoreline 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 City of Shoreline, 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.
      1.3.5. A City charge is not the principal basis for confining a person where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.

A City charge is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.

1.3.5. A City charge is not the principal basis for confining a person where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.

1.3.6. A City charge is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.

1.4 "Contract Cities" means cities that are signatory to this Agreement.

1.5 "Continuity of Care Records" means an inmate's diagnosis, list of current medications, treatments, PPD results and scheduled appointments or follow-ups.

1.6 "County Inmate" means any inmate that is not a City Inmate.

1.7 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.

1.8 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such inmate is first presented to and accepted by the Jail until the inmate is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory DUI sentences, "Inmate Day" means confinement in accordance with Exhibit II.

1.9 "JAG" means the Jail Agreement Administration Group created pursuant to Section 10 of this Agreement.

1.10 "Jail" means a place primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the King County Correctional Facility, the detention facility at the Regional Justice Center, the North Rehabilitation Facility; and any Community Corrections Facility and/or Program, such as Work Release, Electronic Home Detention, Work Crews, Day Reporting, and Evening Reporting operated by the County directly or pursuant to contract.

1.11 "Medical 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 infirmary or other medical facility that the County may choose to send a Medical Inmate. If an inmate is moved to the general population then the inmate is no longer considered a Medical Inmate.

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.

3.3 Proportional Billing. The parties intend to develop a system of proportional billing which will divide the costs of incarceration between two or more jurisdictions where multiple jurisdictions have a hold on a City Inmate. The parties agree to negotiate, in good faith, in an attempt to develop such a system.

4. Billing and Dispute Resolution Procedures.

4.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).

4.2 Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:

4.2.1 The County and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to JAG for resolution. In the event JAG is unable to resolve the dispute within 30-days of referral, either party may appeal. All appeals shall be referred to the Chief Executive Officer of the City, or designee, and the County Executive, or designee, for settlement. If not resolved by them within thirty (30) days of the referral, the Chief Executive Officer and the County Executive by mutual written consent may seek arbitration or mediation of the matter. Each party shall pay one-half of the arbitrator's or mediator's fees and expenses. If mutual written consent to apply for the appointment of an arbitrator or mediator is not reached, or the dispute is not resolved through arbitration or mediation, either party may seek court action to decide the dispute. If either party prevails in a court action to enforce any provision of this Agreement, it shall be awarded reasonable attorney's fees to be based on hourly rates for attorneys of comparable experience in the community.

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

4.4 Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall not limit a City's ability to challenge or dispute any billings that have been paid by the City.

4.5 If the City fails to pay a billing within 45-days of receipt, the County will notify the City of its failure to pay and the City shall have ten (10) days to cure non-payment. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid.

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

jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

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

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

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

9. Most Favored Treatment. The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with the County covering the Jail or jail services. If advantages are provided inmates of another city or town, like advantages shall be extended to City Inmates; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this Agreement. This Section shall not apply to a) temporary service contracts twelve months' or less in duration; provided that such temporary service contracts shall not cause the City to pay more in maintenance charges and booking fees than the City would have paid without such a temporary service contract; b) reciprocal bed use agreements; c) any agreement among the County and any city or town related to additional jail capacity at a new or expanded Jail; and d) any agreements for services among the County and any city or town for additional services not provided for in this Agreement.

10. Jail Agreement Administration Group (JAG). JAG is hereby established to work together to assure the effective implementation of this Agreement and resolve any Agreement or PARP administration, implementation or interpretation issues including, without limitation, issues related to inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, Agreement interpretation, any capital expenditure charge or budget included in the maintenance fee, referrals of disputes under Section 4 and issues related to the expedient transfer of City Inmates into or out of alternative facilities within or outside of King County. JAG shall also negotiate any reopener of the provisions described in Section 7 of this Agreement. JAG shall be initially established by November 1, 2002.

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.

B) By December 31, 2004, 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 250.

C) By July 1, 2005, 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 220.

D) By December 31, 2012, 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 0, with the exception that inmates whose status has changed to City Inmate will not be included in the calculation of the aggregate number of City Inmates if the inmate is removed from the Jail within 72-hours of such change in status.

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

11.4 The City agrees to be bound by the population reduction schedule listed in Section 11.3. Accordingly, in the event the aggregate City Inmate population:

A) Exceeds 380 on any given day from December 31, 2003, through December 31, 2004; or

B) Exceeds 250 on any given day from December 31, 2004, through June 30, 2005; or

C) Exceeds 220 on any given day from July 1, 2005 to December 31, 2012; or

D) Exceeds 0 on any given day after January 1, 2013, except as provided in Section 11.3;

then the County will have the right to take the actions outlined in Section 11.5.

11.5 The County will notify the Contract Cities by phone or electronic mail, if the Contract Cities have exceeded the population reduction schedule described in Sections 11.3 and 11.4. The County may then decide to continue to house City Inmates in excess of the population reduction schedule listed in Sections 11.3 and 11.4. Alternatively, the County may 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. If the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4, through removal of City Inmates from the Jail, then the County will be obligated to accept new City bookings. The notification required by the first sentence of this Section, will be made to the person

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.

designated drop-off location or a backup location previously provided to the County[2]. If the City has not picked-up the Medical or Psychiatric Inmate within 24-hours of the County's request, or the City has requested that the County take the Medical or Psychiatric Inmate to the designated drop-off location or backup location, the County will deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designated drop-off location or backup location must accept delivery from the County, and must be available to do so seven days a week, twenty-four hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

11.10 The County will transport Medical or Psychiatric Inmates to a designated drop-off location or backup location within King County, Washington without charge. The City will pay all transportation costs for Medical or Psychiatric Inmates taken to a designated drop off location or backup location outside of King County, Washington. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

12. Transfer of Property. The parties agree that prior to July 1, 2004 the County will convey, pursuant to the terms of the Land Transfer Agreement attached as Exhibit VI, to the City of Bellevue, Washington, to hold on behalf of all Contract Cities, as third party beneficiaries, certain real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E., Bellevue, Washington (Property). The Contract Cities may at their sole discretion enter into an agreement with other King County cities for the purpose of providing for the disposition of the Property. The Property will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and, at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract 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 this Agreement. 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 build secure capacity, or contract for secure capacity, and, at the sole discretion of the Contract Cities build or contract for alternative corrections facilities, sufficient to enable the Contract 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 this Agreement 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 MIA appraiser selected by mutual agreement of King County and

[2] The City's designated drop off location and backup location must be either a facility in the direct control of the City or a facility that is contractually obligated, consistent with the terms of this Agreement, to act as the City's designated drop-off location or backup location. The City may change their designated drop off location or backup location by notifying the County, in writing, of the change.

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.

13.8 Modifications. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties hereto.

13.9 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

13.10 Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

Steven C. Burkett
City Manager
City of Shoreline
17544 Midvale Avenue N
Shoreline, WA 98133-4921

For the County:

Steve Thompson, Director
King County Department of Adult and Juvenile Detention
500 5th Avenue, MS KCF-AD-0600
Seattle, WA 98104

13.11 Agreement Offered. The County will offer this Agreement to the cities listed in Exhibit VII. Such offer is open to those cities until October 31, 2002, or such later date as may be approved by King County and all of the Contract Cities. Additionally, King County and all of the Contract Cities, by mutual agreement, may offer this Agreement to cities not listed on Exhibit VII.

13.12 Council Approval. The parties' obligations under this Agreement are subject to official City or County Council approval.

13.13 Information. The parties further agree to share data and information for the purpose of assisting the Contract Cities in the planning and construction of secure capacity, contracting for secure capacity or alternative correction facilities.

King County

King County Executive

8-27-2002

Date

Approved as to Form

King County
Deputy Prosecuting Attorney

8/27/02

Date

City of Shoreline:

Title Steven C. Burkett, City Manager

10-25-02

Date

Approved as to Form

City Attorney

10/25/02

Date

EXHIBITS

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
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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 [INSERT INFO]	City [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

King County

Ron Sims
King County Executive
516 Third Avenue, Room 400
Seattle, WA 98104-3271
206-296-4040 206-296-0194 Fax
TTY Relay: 711
www.metrokc.gov

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City Manager's Office

• COUNCILMEMBER
•
•
• FULL COUNCIL
• CITY MANAGER ✓
• STAFF CMC Clerks
•
•
• FILE CM ✓

April 28, 2003

Steven Burkett
City Manager, City of Shoreline
17544 Midvale Avenue North
Shoreline, WA 98133

Dear Mr. Burkett:

It has come to my attention that several cities that participated in the negotiations on the Jail Services Agreement (JSA) did not meet the deadline for signing the JSA. This is a housekeeping letter that seeks your approval of a plan to extend the time for these cities to sign the JSA.

Section 13.11 of the JSA provides that:

> The County will offer this Agreement to the Cities listed in Exhibit VII. Such offer is open to those cities until October 31, 2002, or such later date as may be approved by King County and all of the Contract Cities.

My recollection regarding this provision was that it was intended to provide certainty to King County and the cities with respect to the population reduction schedule. It was not intended to freeze cities out from signing the Agreement in a reasonable, timely manner. Given that the County Council did not pass the JSA until February 10, 2003, I am recommending that the deadline for acceptance by the cities be extended from October 31, 2002, to February 15, 2003.

Please sign below indicating whether your city agrees with an extension changing the deadline for acceptance from October 31, 2002, to February 15, 2003, and return to the Director of the King County Department of Adult and Juvenile Detention, 500 – 5th Avenue, KCF-AD-0600, Seattle, WA 98104. A return envelope is being provided for your convenience. Your prompt action on this matter will be much appreciated.

Sincerely,

Ron Sims
King County Executive

Enclosure: Return envelope

Shoreline X approves _____ does not approve the extension

Date 5-2-03

By: Steven Burkett

Steven Burkett, City Manager

King County is an Equal Opportunity/Affirmative Action Employer and complies with the Americans with Disabilities Act

1202M