I-07-009

Contract # 4371
(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 a NEW Contract #
b) One copy of the contract routing form
c) Three original amendments/change orders
d) One copy of the original contract

FILED
JUL 18 2007
CITY CLERK
CITY OF SHORELINE

CONTRACT DESCRIPTION

Originator: Robert Olander **Routed by:** Darcy Greenleaf
Department/Division: CMO **Date:** 6/26/07

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: Agreement to Settle and Release Claims and Withdraw Terminations Related to Agreement to House Inmates

Brief Description of Services: Housing of inmates by Yakima County Department of Corrections

Contract Modification: Has the original contract boilerplate language been modified? N☐ Y☐ If yes, list which sections have been modified. _____

Bid/RFP Number: _____

Name of Consultant/Contractor Yakima County

Effective Date: Upon Execution **Termination Date:** 12/31/2010

Total Amount of Contract: None **OrgKey # & Object #** _____

(including reimbursable expenses) **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.)*: _____

Remarks: _____

SIGNATURE ROUTING: **Date**

☒ 1. Project Manager/Director — 6/25/07
☒ 2. Risk Mgmt/Budget — 6/27/07
☒ 3. City Attorney — 6/25/07
☒ 4. Send to Consultant for signature (only send contract documents)
☒ 5. City Council Approval (if required) — 6/25/07 (mo/day/year)
☒ 6. City Manager (if required)
☒ 7. Dept. Director (if authorized)
☒ 8. City Clerk — 7.18.07
☐ 9. Purchasing

Source: K:/Common/Forms/Templates/Contracts 01/11/06

Shoreline
City Clerk
Receiving
Number
4371

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

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

RECITALS

A. WHEREAS, Yakima County and 35 King County cities (the "Cities") have entered into an Interlocal Agreement and addenda and amendments thereto (collectively, the "Agreement"), for the Yakima County Department of Corrections (YCDOC) to house the Cities' misdemeanor inmates; and

B. WHEREAS, the Cities have formed a Jail Advisory Group (JAG) and a Jail Operations Group (JOG) to facilitate the Cities' administration of the Agreement; and

C. WHEREAS, the Cities of Seattle and Renton (Terminating Cities) are also parties to the Agreement, the JAG and the JOG; and

D. WHEREAS, the Agreement calls for the construction, completion and operation of a New Jail Facility; and

E. WHEREAS, a dispute arose between Settling Cities and Terminating Cities and Yakima County regarding the opening of the New Jail Facility and other operational concerns raised in a 2005 report by consultant William C. Collins (Consultant) to the Cities; and

F. WHEREAS, on September 27, 2006, the Cities of Auburn, Bellevue, Des Moines, Federal Way, Kirkland, Lake Forest Park, Mercer Island, Redmond, Seattle, Shoreline, Snoqualmie, Tukwila, ("Claimants") filed a claim under chapter 4.96 RCW ("Claim") against Yakima County related to the dispute; and

G. WHEREAS, Renton on August 22, 2006, and, Seattle on December 8, 2006, gave Yakima County notice of their intent to terminate their Interlocal Agreements with Yakima County, and these two cities represent 182 of the 440 bed commitment under the Agreement; and

H. WHEREAS, the Cities of Auburn, Des Moines, and Snoqualmie ("Settling Terminating Cities") also gave Yakima County notice of their intent to terminate their Interlocal Agreements with Yakima County, and

I. WHEREAS, in January 2007, subsequent to the various cities' claims and notices of intent to terminate the Agreement, Consultant William Collins issued a report that documents significant improvements in inmate safety and medical care made by YCDOC during 2005 and 2006, and that YCDOC is committed to continued improvement in jail operations, including direct and modified direct inmate supervision; and

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

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

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

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

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

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

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

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

AGREEMENT

1. Opening and Operation of New Jail Facility.

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

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

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

2. Financial Responsibility of Settling Cities.

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

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

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

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

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

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

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

4. Release of Yakima County Claims.

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

5. Operational Reporting:

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

A. Total daily population per jail facility, on a weekly basis (i.e. custody report);

B. Number of city inmates housed in special housing, by category of special housing, on a weekly basis;

C. Inmate assaults broken down by jail facility and floor area, on a monthly basis (i.e. report titled Assaults by Month, Location);

D. Next business day reporting to affected city of Transport Referral Form with supporting documentation; and

E. Inmate grievances, providing number of grievances by category, for total population, on a monthly basis.

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

6. Inmate Housing Classification.

A. Yakima County will maintain an inmate housing classification system, and will assist the JAG to understand classification issues that affect Cities' inmates' housing assignments.

B. Yakima County will, consistent with Yakima County's operational necessity, provide Settling Cities reasonable advance notice of changes to the classification system to permit comment.

7. JAG Meetings.

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

8. Agreements with Other Cities

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

9. Effect on Interlocal Agreement.

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

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

10. Advice of Counsel.

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

11. Non-admission.

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

12. Headings

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

13. Severability.

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

14. Binding Effect on Signatories

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

15. Attorney's Fees and Costs.

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

16. Breach of Settlement Agreement.

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

17. Governing Law

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

18. Counterpart Copies

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

YAKIMA COUNTY

Date: May 15, 2007

Attest:

Christina S. Steiner,
Clerk of the Board

SEAL OF THE BOARD OF YAKIMA COUNTY COMMISSIONERS STATE OF WASHINGTON

Michael D. Leita, Chairman

Ronald F. Gamache, Commissioner

J. Rand Elliott, Commissioner
CONSTITUTING
THE BOARD OF COUNTY COMMISSIONERS
FOR YAKIMA COUNTY, WASHINGTON

Approved as to form:

Deputy Prosecuting Attorney

City of Auburn

Date:

Approved as to form:

By: _____

_____
City Attorney

City of Bellevue

Date:

Approved as to form:

By: _____

_____
City Attorney

City of Des Moines

Date: Approved as to form:

By:_____ _____

City Attorney

City of Federal Way

Date: Approved as to form:

By:_____ _____

City Attorney

City of Kirkland

Date: Approved as to form:

By:_____ _____

City Attorney

City of Lake Forest Park

Date: Approved as to form:

By:_____ _____

City Attorney

City of Mercer Island

Date: Approved as to form:

By:_____ _____

City Attorney

City of Redmond

Date: Approved as to form:

By:_____ _____

City Attorney

City of Shoreline

Date: Approved as to form:

By: _____ _____

City Attorney

City of Snoqualmie

Date: Approved as to form:

By: _____ _____

City Attorney

City of Tukwila

Date: Approved as to form:

By: _____ _____

City Attorney

City of Algona

Date: Approved as to form:

By: _____ _____

City Attorney

Town of Beaux Arts Village

Date: Approved as to form:

By: _____ _____

City Attorney

City of Black Diamond

Date: Approved as to form:

By: _____ _____

City Attorney

City of Bothell

Date: Approved as to form:

By:_____ _____

City Attorney

City of Burien

Date: Approved as to form:

By:_____ _____

City Attorney

City of Carnation

Date: Approved as to form:

By:_____ _____

City Attorney

City of Clyde Hill

Date: Approved as to form:

By:_____ _____

City Attorney

City of Covington

Date: Approved as to form:

By:_____ _____

City Attorney

City of Duvall

Date: Approved as to form:

By:_____ _____

City Attorney

City of Issaquah

Date:

Approved as to form:

By: _____

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City Attorney

City of Kenmore

Date:

Approved as to form:

By: _____

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City Attorney

City of Maple Valley

Date:

Approved as to form:

By: _____

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City Attorney

City of Medina

Date:

Approved as to form:

By: _____

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City Attorney

City of Newcastle

Date:

Approved as to form:

By: _____

_____
City Attorney

City of Normandy Park

Date:

Approved as to form:

By: _____

_____
City Attorney

City of North Bend

Date: Approved as to form:

By:_____ _____

City Attorney

City of Pacific

Date: Approved as to form:

By:_____ _____

City Attorney

City of Renton

Date: Approved as to form:

By:_____ _____

City Attorney

City of Sammamish

Date: Approved as to form:

By:_____ _____

City Attorney

City of SeaTac

Date: Approved as to form:

By:_____ _____

City Attorney

City of Seattle

Date: Approved as to form

By:_____ _____

City Attorney

City of Skykomish

Date: Approved as to form:

By:_____ _____

City Attorney

City of Woodinville

Date: Approved as to form:

By:_____ _____

City Attorney

Town of Yarrow Point

Date: Approved as to form:

By:_____ _____

City Attorney