CITY OF SHORELINE

I-08-018

Contract # 5037
(obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM

FILED
NOV 18 2008
CITY CLERK
CITY OF SHORELINE

INSTRUCTIONS:

1. **First time original contracts**
   a. Contact City Clerk's Office for Contract Number
   b. One copy of the Contract Routing Form
   c. Two original contract documents

2. **Amendments/Change Orders**
   a. Contact City Clerk's Office for a NEW Contract Number
   b. One copy of the Contract Routing Form
   c. Two original amendments/change orders
   d. One copy of the original contract

CONTRACT DESCRIPTION

Originator: Scott McColl
Routed by: Eric Bratton
Department/Division: CMO
Date: November 6, 2008

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

CONTRACT TITLE: **SEPA Nominal Lead Agency for a Regional Jail Facility**

Brief Description of Services: Cities of Bellevue, Kirkland, Redmond, Seattle & Shoreline to collectively study a new misdemeanant jail.

Contract Modification: Has the original contract boilerplate language been modified? ☒ Yes ☐ No

If yes, list which sections have been modified:

Bid/RFP Number:

Name of Consultant/Contractor: City of Seattle as designated as the nominal lead agency

Effective Date: Upon signature of Principal Cities **Termination Date:**

Total Amount of Contract *(including reimbursable expenses)*: $229,586.00

Org Key – Obj Number:		**Amount:**		**J/L Number** *(if required)*:	
Org Key – Obj Number:		**Amount:**		**J/L Number** *(if required)*:	
Org Key – Obj Number:		**Amount:**		**J/L Number** *(if required)*:	
Org Key – Obj Number:		**Amount:**		**J/L Number** *(if required)*:	

Budget: Are there sufficient funds in the current budget to cover this contract? ☒ Yes ☐ No

If no, where are the additional funds coming from?

Payment Terms *(monthly installments, progress payments, etc.)*: Quarterly

Remarks:

SIGNATURE ROUTING

- ☒ 1. Project Manager/Director
- ☒ 2. Risk Management/Budget 11/13
- ☒ 3. City Attorney 11/17
- ☒ 4. Send to Consultant for signature *(only contract documents)*
- ☒ 5. Department Director
- ☒ 6. City Council approval *(if required)* 10/20/08
- ☒ 7. City Manager
- ☒ 8. City Clerk 11.18.08
- ☒ 9. Originating Department

PRIOR TO EXECUTION – MUST BE ATTACHED

For Public/Small Works Contracts:
- ☐ Contractor Responsibility Form
- ☐ W-9 Form
- ☐ Contract Bond/In Lieu of Form
- ☐ Certificate of Insurance

For Service Contracts:
- ☐ Certificate of Insurance
- ☐ W-9 Form

Shoreline
City Clerk
Receiving
Number
5037

SEPA NOMINAL LEAD AGENCY AGREEMENT

This Agreement is made initially among The City of Bellevue; The City of Kirkland; The City of Redmond; The City of Seattle; and The City of Shoreline (each of which is referred to as a "Principal City"). Other cities may become Parties by amendment as provided in this Agreement.

Recitals:

The Principal Cities have determined that they will collectively study a new misdemeanant jail with a capacity of approximately 640 beds, which is estimated to be sufficient to serve their anticipated needs and the anticipated needs of the other Northeast Cities, listed on Exhibit A.

The Principal Cities believe that the reasonable alternatives for construction of a new jail may include sites in several different jurisdictions.

The Principal Cities have conducted a preliminary review and analysis of their respective needs and of the general feasibility of a regional jail serving the Northeast Cities compared to other options.

The Principal Cities desire to establish their respective roles and obligations, and to provide a mechanism for interlocal cooperation, with respect to environmental review of the Proposal (as defined below) under the Washington State Environmental Policy Act and its implementing regulations, and certain related activities.

Agreement

In consideration of the mutual promises herein, it is mutually agreed as follows:

1. Definitions.

The following capitalized terms used in this Agreement have the meanings set forth in this Section:

Co-Lead City: Each Principal City except Seattle.

DEIS: Draft Environmental Impact Statement for the Proposal under SEPA.

FEIS: Final Environmental Impact Statement for the Proposal under SEPA.

Northeast Cities: All of the cities listed on Exhibit A to this Agreement, which is incorporated herein by this reference.

Participating City: Any Northeast City that is added to this Agreement by amendment, so long as it remains a Party.

Parties: As of any time, the "Parties" include all Principal Cities and any other Northeast Cities that then shall have become Participating Cities by amendment as set forth in this Agreement, except that "Parties" shall not include any Northeast Cities that then shall have withdrawn from this Agreement.

Principal Cities: The City of Bellevue; The City of Kirkland; The City of Redmond; The City of Seattle; and The City of Shoreline, in each case so long as it remains a Party.

Proposal: The reasonable alternatives for the actions necessary to establish a new jail with capacity to serve the Northeast Cities, within the range of alternatives identified by the Principal Cities for study in accordance with this Agreement.

SEPA: The Washington State Environmental Policy Act and its implementing regulations.

Site: A potential location for a regional jail to serve the Northeast Cities.

Working Day: A day that is not a Saturday, Sunday, or City of Seattle holiday.

2. Co-Lead Agencies.

Each Principal City is a co-lead agency for the Proposal as permitted pursuant to WAC 197-11-944. Seattle is designated the nominal lead agency for the Proposal. Each Principal City shall have responsibility, in reliance on the work of consultants and experts retained by Seattle under this Agreement, for content of environmental documents. Seattle's "responsible official" shall have the duty to determine the adequacy of the FEIS under SEPA.

3. Designated Representatives; Committees; Proposal; Sites.

A. Each Principal City has designated, below its signature on this Agreement, the name, title, address and electronic contact information for: (i) a staff representative who will serve as the primary contact person for purposes of this Agreement; and (ii) the official(s) authorized to approve matters under this Agreement for that city, subject to any limitations on that authority imposed by the official's city. A Principal City may designate, by written notice to all Parties, an alternate staff representative or official to act instead of the designated person if that person is unavailable. A Principal City may designate the same person for both of the purposes identified in this subsection. A Principal City may change the designated person for either of these purposes by written notice to all Parties.

B. The Proposal to be analyzed in a Draft Environmental Impact Statement ("DEIS") shall include alternative Sites for constructing a jail with up to 640 beds. The Principal Cities shall cooperate to identify a reasonable number and range of reasonable alternatives. The list of alternatives to be analyzed shall include those unanimously agreed to by the Principal Cities.

C. After publication of the DEIS and the opportunity for public comment, the Parties shall consult as to identification of a preferred alternative and as to the alternatives to be included in the FEIS. Consensus shall be the preferred method to select a preferred alternative. Designation of a preferred alternative shall require approval of at least three Principal Cities, which must include (i) Seattle, and (ii) any Principal City where the preferred alternative would be located. If no proposed preferred alternative obtains such approval, the FEIS may be issued without a preferred alternative.

4. Seattle Responsibilities.

A. Seattle shall designate a single staff person who will serve as the primary point of contact between Seattle and the other cities. Seattle will also designate a back-up staff person who will serve as the point of contact if primary lead staff is unavailable.

B. As the nominal lead agency, Seattle shall be responsible for the following SEPA activities with respect to the Proposal:

(i) providing all notices required by SEPA and Seattle ordinances and regulations, and any additional notice requirements under ordinances and regulations of the Co-Lead Cities that are identified by Co-Lead Cities by written notice to Seattle;

(ii) holding public meetings required by SEPA;

(iii) providing required opportunities to comment on SEPA documents;

(iv) causing the preparation of environmental documents required by SEPA;

(v) making all filings and publications required by SEPA;

(vi) defending any administrative and/or court challenge to the adequacy of the environmental documents, subject to the terms of this Agreement; and

(vii) identifying the actions, as defined in SEPA, that would be necessary to establish a jail at each Site, except for actions under the planning documents, ordinances or regulations of local jurisdictions other than Seattle.

C. Seattle shall contract with consultants, architects, and others for the preparation of the DEIS, FEIS and related technical reports and for the other work contemplated by the estimated budget attached hereto as Exhibit B. The Parties acknowledge that Seattle, in accordance with its authorized contracting procedures, has entered into a contract with Blumen Consulting dated 6/18/08, and a contract with Keller Group dated 4/9/08, copies of which have been made available to the Parties, and that the costs of these contracts, as they may be amended, are included in the costs allocable under this Agreement. Seattle shall solicit, consistent with State law, the services of an architectural firm for predesign work on alternative Sites to be studied under this Agreement, and after approval of the selection under Section 6 of this Agreement shall contract with a selected firm for the performance of such work consistent with the determinations as to the scope and coverage of the DEIS and FEIS pursuant to Section 6.

D. Seattle further agrees, with respect to circulation of drafts of SEPA documents, to:

(i) provide each Co-Lead City a draft of the scoping notice 15 working days prior to issuance;

(ii) issue the scoping notice only with the approval required in Section 6;

(iii) provide the Parties with a draft of the proposed DEIS and supporting technical memoranda and discipline reports prior to issuance of the DEIS;

(iv) coordinate any comments or requested changes to the proposed DEIS from the Parties that are received within 15 Working Days after the proposed DEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Cities for discussion and recommendation;

(iv) issue the DEIS only after approval as required under Section 6, except that the published DEIS may include corrections and changes not so approved and not previously provided to the Parties if they do not fundamentally alter conclusions in the DEIS and do not materially change information with respect to any Site;

(v) provide the Parties with copies of comments received on the DEIS;

(vi) provide the Parties a draft of the proposed FEIS, including its technical memoranda and discipline reports and response to DEIS comments;

(vii) coordinate any comments or requested changes to the proposed FEIS from the Parties that are received within 10 Working Days after the proposed FEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Cities for discussion and recommendation;

and

(viii) issue the FEIS, and any supplement or addendum to the FEIS, only after approval under Section 6, provided that the published FEIS and any supplement or addendum may include corrections and changes not so approved and not previously provided to the Parties if they do not fundamentally alter conclusions in the FEIS and do not materially change information with respect to any Site.

E. Seattle shall provide the Parties with an estimated schedule consistent with the time periods in subsection D of this Section.

F. Any other provision notwithstanding, if the Principal Cities determine that the FEIS shall be part of a phased review, then Seattle shall not have any obligations under this Agreement for any phase after the FEIS.

5. Co-Lead City Responsibilities.

Each Co-Lead City agrees that it shall:

A. Review the draft scoping notice and provide comments or notify Seattle of its approval within 5 Working Days of receipt of the draft;

B. Review preliminary draft discipline reports and technical memoranda and provide comments to Seattle within 15 Working Days;

C. Review preliminary drafts of a DEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within 15 Working Days;

D. Review drafts of a FEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within 10 Working Days;

E. Promptly provide access to data and studies reasonably available to the Co-Lead City with respect to any Site within its boundaries, and promptly provide the cooperation of experts on the staff of relevant city departments, to Seattle and to consultants; and

F. Identify, and consult with Seattle and consultants with respect to, (i) all actions, within the meaning of SEPA, that would be required of the Co-Lead City for purposes of participating in a regional jail project or for purposes of permitting the construction of a jail on any Site within that city that is included in the DEIS, and (ii) all notice requirements under the ordinances and regulations of that city.

Any other provision notwithstanding, if the Principal Cities determine that the FEIS shall be part of a phased review, then the Co-lead Cities shall not have any obligations under this Agreement for any phase after the FEIS.

6. Approvals.

A. Except as otherwise stated in this Section, the approval of at least three Principal Cities, one of which must be Seattle, is required and is sufficient for any of the following:

(i) issuance of the determination of significance and scoping notice;

(ii) determination of whether and to what extent SEPA review for the Proposal will be phased, and of the types of impacts to be analyzed in detail in the DEIS and FEIS;

(iii) issuance of the DEIS, and any supplement or addendum to the DEIS;

(iv) issuance of the FEIS, and any supplement or addendum to the FEIS;

(v) any decision with respect to the settlement of any appeal or with respect to action to be taken upon any adverse decision or remand resulting from any appeal;

(vi) amendments adding Participating Cities as Parties to the Agreement; and

(vii) selection of an architectural firm for predesign work.

B. If at any time there shall be three or fewer Principal Cities that remain Parties to this Agreement, the approval of two Principal Cities, one of which must be Seattle, shall be necessary and sufficient for any of the actions listed in subsection A of this Section.

C. Approval for designation of a preferred alternative in the FEIS is governed by subsection 3C of this Agreement.

7. Budget; Costs and Reimbursements.

A. Each Party agrees to contribute to the costs incurred by Seattle for SEPA analysis, review and compliance for the Proposal, and the related predesign and planning work, including the costs for consultants, architects and others as listed in the estimated budget attached as Exhibit B, and including the costs of appeals to the extent provided in Section 8 of this Agreement. The fractional share the total costs allocated to each Party shall be the average of (i) the ratio of that Party's city population to the total city populations of all Parties (as determined by the estimates available from the State Office of Financial Management), and (ii) the ratio of that Party's average daily city misdemeanor jail population in 2005 through 2007 to the average daily city misdemeanor jail population in 2005 through 2007 of all Parties. City population estimates for April 2008 shall be used. The Parties' percentage shares and estimated costs are shown in the following table, subject to modification under subsection B of this Section:

	Cost share based on Combined City Pop. & Jail ADP	
Cities	%	$
Bellevue	11.9%	$395,436
Kirkland	5.8%	$192,687
Redmond	5.9%	$196,284
Seattle	69.4%	$2,299,827
Shoreline	6.9%	$229,586
Total[1]	100%	$3,313,821

B. If any Participating City is added to this Agreement by amendment, then Seattle shall prepare and distribute to the Parties a new schedule of percentages, with the Participating City added and the percentages revised consistent with subsection A of this Section. Each Participating City shall be obligated for its share of cumulative costs, including those incurred before it becomes a Party, unless otherwise expressly agreed by all Parties at the time such Participating City is added to the Agreement.

C. The Parties agree to the initial budget attached as Exhibit B to this Agreement and incorporated by this reference. Seattle may make reallocations among budget line items in Exhibit B and may allocate the contingency line item to any other line items, without approval from other Parties, but any increase in the total budget shall require unanimous approval of the Principal Cities. The attached budget is based on the assumption that sufficient work would be done to identify and analyze any probable significant adverse environmental impacts of all of the agency "actions," within the meaning of SEPA, that would likely be required in order to construct a regional jail at any one of multiple Sites, so that the FEIS would not contemplate a further phase of review after final selection of a Site. If, instead, the Principal Cities approve a

[1] (Percentages do not foot due to rounding.)

phased review with a more limited scope of the FEIS, it is expected that actual costs allocated under this Agreement in some line items would be lower, but this Agreement would not cover any later phase of SEPA review or its costs.

D. Within 30 days after the end of each calendar quarter beginning with the first quarter of 2009, Seattle shall provide to each other Party a reasonably detailed invoice with an accounting of the costs that Seattle has incurred for the purposes set forth in this Agreement within the last quarter and cumulatively, together with any revised budget and a calculation of the payments needed from other Parties to allocate the total costs incurred for such purposes according to this Section. The first such invoice shall include costs incurred in 2008. Each other Party owing money according to that calculation shall make payment to Seattle no later than 45 days after receiving the invoice.

E. Within 90 days after termination of this Agreement, Seattle shall distribute a final accounting to the Parties. Each other Party owing money according to that calculation shall make payment to Seattle no later than 45 days after receipt of the final accounting, and to the extent any Party is entitled to reimbursement for any overpayment, Seattle shall make payment to the Party no later than 60 days after the date of the final accounting, provided that Seattle shall not be required to advance funds owed by another Party.

8. Appeals.

A. Unless otherwise provided by applicable law then in effect, any timely appeals of the adequacy of the FEIS and compliance with applicable SEPA procedural requirements shall be heard by the Seattle Hearing Examiner pursuant to Seattle Municipal Code Section 25.05.680. Seattle shall have sole responsibility to defend the adequacy of the FEIS, as to the actions covered by the FEIS, in any administrative appeal to the Seattle Hearing Examiner, or if for any reason the Hearing Examiner does not have jurisdiction of an initial appeal, then in any initial appeal before a court or other administrative tribunal with jurisdiction, to the extent such appeal relates to the adequacy of the FEIS or compliance with the applicable SEPA procedural requirements. The costs of such defense, including without limitation costs of in-house attorneys, outside counsel if deemed necessary by Seattle, staff support and costs of experts, shall be considered costs allocable hereunder. Any further appeal of a decision by a hearing examiner, other administrative body or trial court on the adequacy of the FEIS is outside the scope of this Agreement. Subject to the execution of a satisfactory common interests and confidentiality agreement, Seattle shall keep the Co-lead Cities reasonably informed of the status of the appeal and shall consult with them regarding any major decisions.

B. Any administrative appeal or court challenge to a substantive action, including without limitation a change in development regulations or project permit decision, whether or not joined with a challenge to be defended under subsection A and whether or not involving issues of SEPA compliance or exercise of SEPA authority, is outside the scope of this Agreement.

9. Effectiveness; Additional Parties; Termination; Withdrawal of a Party.

A. This Agreement will become effective upon signing and delivery of the Agreement by all Principal Cities, as set forth in Section 13 of this Agreement.

B. Any Northeast City may become a Participating City under this Agreement by amendment approved under Section 6, without need for action of the legislative bodies of the existing Parties. Participating Cities will not have authority over decisions under this Agreement, but will have the same rights and responsibilities for review and comment on draft documents as Co-Lead Cities.

C. This Agreement shall remain in effect until the FEIS, and any supplements or addenda to the FEIS that may be required as a result of any proceeding before the Seattle Hearing Examiner, have been issued, and either the time for any appeal of Seattle's decision on the adequacy of the FEIS shall have expired or a final decision on an appeal of that determination, in which Seattle has responsibility for defense under Section 8A of this Agreement, shall have been issued by the Hearing Examiner or by a court or other administrative tribunal with jurisdiction to hear an initial appeal on the adequacy of the FEIS. The provisions of Section 7 of this Agreement for final accounting and reimbursements shall remain in effect until fully performed.

D. Any Party, may, upon thirty (30) days written notice to the other Parties, withdraw from this Agreement, without cause.

E. If a Co-Lead City or Participating City withdraws from this Agreement, then it shall remain in effect among the remaining Parties.

F. The withdrawing Party, as of the date of termination, shall not have any rights of a Party, or of a Principal City or Co-lead Agency, under this Agreement, and no consent of that Party shall be required for any purpose under this Agreement. The withdrawing Party is released from any obligation to perform its obligations pursuant to the Agreement, except as set forth in this Section 9.

G. Any Party that withdraws from this Agreement shall remain obligated for its share of costs allocable under this Agreement that are incurred through the date of termination of this Agreement.

H. If a Co-Lead City withdraws from the Agreement, any Site in that city shall remain among the alternatives for the Proposal unless and until the remaining Parties unanimously agree otherwise, and the withdrawing Party shall remain obligated to cooperate in providing information required for environmental review with regard to that Site.

I. If Seattle withdraws from this Agreement, then this Agreement shall terminate on the effective date of withdrawal.

10. Remedies.

Except as provided in Sections 7 and 8 above, this Agreement shall not result in any monetary liability, in damages or otherwise, from any Party to another. No Party shall be liable for any damages to, or costs incurred by, other Parties resulting from any actual or alleged error, misstatement or omission in any SEPA document or related to any SEPA process, or any ruling regarding failure to comply with SEPA, whether or not the result of the negligence of a Party. Except for monetary obligations under Sections 7 and 8 of this Agreement, any suit to enforce the terms of this Agreement or any obligation under this Agreement shall be limited to equitable remedies not involving payment of money.

11. Dispute Resolution.

A. Except for matters resolved under Section 6, in the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the dispute informally.

B. If the dispute involves a claimed breach of this Agreement and the Parties are not able to resolve the dispute informally, then the Party may bring suit against the other Party in King County Superior Court.

C. As an alternative to the above, the Parties may agree in writing to mediation, or some other alternative dispute resolution process.

12. Notices.

The Parties' addresses for notices under this Agreement shall be the physical and electronic addresses of the primary contacts as set forth below the signature of each Party on this Agreement or on the amendment adding that Party, as the case may be, in each case until a Party shall have provided written notice of substitute primary contact information to the other Parties hereunder.

Notice and copies of documents may be provided by email, and if so provided shall be effective on the day received if received on a Working Day by 5:00 PM Pacific time, and if later then effective on the next Working Day. If provided by U.S. mail, any notice or other communication shall be effective on the second Working Day after deposit in the U.S. mail, postage prepaid, addressed in accordance with this Section.

13. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single agreement, and shall be binding and effective when each Principal City has signed at least one counterpart that has been delivered to the Seattle Department of Fleets and Facilities, regardless whether all Principal Cities shall have signed the same counterpart. Any amendment adding a Participating City may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single

amendment, and shall be binding and effective when each Principal City and the Participating City being added each has signed at least one counterpart that has been delivered to the Seattle Department of Fleets and Facilities, regardless whether all of them shall have signed the same counterpart.

14. Severability.

If any provision of this Agreement shall be held by a court to be invalid or unenforceable, or if this Agreement or a provision hereof shall be held by a court not to be binding or enforceable against a particular Party, then the remaining provisions, or the provisions hereof as applied to all other Parties, as the case may be, shall remain in full force and effect. To the extent that the obligation of any Party to contribute to costs as described herein shall be finally determined by a court to be invalid or unenforceable, that Party's share of costs shall be reallocated among the remaining Parties in proportion to their respective shares under this Agreement.

15. Entire Agreement, Modification.

This Agreement is the entire agreement of the Parties with respect to SEPA matters involving the Proposal. This Agreement does not supersede, and unless expressly so agreed in writing shall not be affected by, any other agreement among any of the Parties regarding any aspects of the Proposal other than SEPA matters. This Agreement may be modified only by written agreement of all Parties, but any written agreement affecting only the rights and obligations as among two or more Principal Cities shall be valid without agreement of any other Parties.

16. No Partnership.

This Agreement does not establish any partnership or joint venture, nor authorize any Party to incur a liability or obligation binding on another Party or Parties.

17. Miscellaneous.

A. This Agreement is for the benefit only of the Parties, and shall not give rise to any claim or remedy for any other person.

B. Nothing in this Agreement shall delegate, diminish or modify the statutory or regulatory authority of the Parties.

C. Time is of the essence of the terms of this Agreement.

[signature pages follow]

THE CITY OF BELLEVUE, a
Washington municipal corporation

By: _____ Date: _____, 2008

Name: _____

Title: _____

Primary contact (required):	Alternate contact (optional):
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Authorized official (required):	Alternate authorized official (optional):
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

THE CITY OF KIRKLAND, a
Washington municipal corporation

By: _____ Date: _____, 2008

Name: _____

Title: _____

Primary contact (required):	Alternate contact (optional):
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Authorized official (required):	Alternate authorized official (optional):
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

THE CITY OF REDMOND, a
Washington municipal corporation

By: _____ Date: _____, 2008

Name: _____

Title: _____

Primary contact (required):	Alternate contact (optional):
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Authorized official (required):	Alternate authorized official (optional):
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

THE CITY OF SEATTLE, a
Washington municipal corporation

By: _____ Date:_____, 2008

Name: _____

Title:_____

Primary contact (required):	Alternate contact (optional):
Name: _____	Name:_____
Title: _____	Title:_____
Address:_____	Address:_____
_____	_____
Phone:_____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Authorized official (required):	Alternate authorized official (optional):
Name:_____	Name: _____
Title: _____	Title: _____
Address:_____	Address:_____
_____	_____
Phone:_____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

THE CITY OF SHORELINE, a
Washington municipal corporation

By: _____ Date: 11/17, 2008

Name: Robert L. Olander

Title: City Manager

Approved as to form:

Shoreline City Attorney

Primary contact (required):	Alternate contact (optional):
Name: Scott MacColl	Name:
Title: Intergovernmental Programs Manager	Title:
	Address:
Address: 17544 Midvale Avenue N. Shoreline, WA 98133	
	Phone:
Phone: (206) 801-2215	Fax:
Fax: (206) 546-1453	Email:
Email: smccoll@ci.shoreline.wa.us	
Authorized official (required):	**Alternate authorized official (optional):**
Name: Ronald Hansen	Name:
Title: Shoreline City Councilmember	Title:
Address: 17544 Midvale Avenue N. Shoreline, WA 98133	Address:
	Phone:
Phone: (206) 801-2215	Fax:
Fax: (206) 546-2200	Email:
Email: rhansenl@ci.shoreline.wa.us	

Exhibit A

The Northeast Cities for purposes of this Agreement are:

- Beaux Arts
- Bellevue
- Bothell
- Carnation
- Clyde Hill
- Duvall
- Hunts Point
- Issaquah
- Kenmore
- Kirkland
- Lake Forest Park
- Medina
- Mercer Island
- Newcastle
- North Bend
- Redmond
- Sammamish
- Seattle
- Shoreline
- Skykomish
- Snoqualmie
- Woodinville
- Yarrow Point

Exhibit B

Estimated Budget

Work	Total
Environmental Site Assessment (Phase 1 & II)	$120,000
Geotechnical Site Consultation (Phase I & II)	$275,500
Wetlands Survey	$20,000
SEPA/EIS	$375,000
Traffic Study	$125,000
Predesign (Architect - for EIS analysis)	$1,000,000
Architectural (spatial) Programming	$250,000
Phase II of the NECC Study (Jail Program Plan)	$114,792
Communications & Public Outreach	$350,000
Jail Operations Expert	$75,000
Capital Project Manager	$116,000
Staff Coordinator	$22,000
Legal Review	$200,000
CONTINGENCY (@ 10% of consultant costs)	$270,529
Total Costs under the EIS ILA:	**$3,313,821**