I-04-003

Contract # 2676
(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: Sharon Mattioli, for Bob Olander
Department/Division: CMO Date: 2/23/04

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

CONTRACT TITLE: Interlocal Agreement for Jail Administration
Brief Description of Services: Clarification of contracts for use of Yakima and King County jails
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 various cities

Effective Date: 11/03
Termination Date:

Total Amount of Contract: 3,497.00
(including reimbursable expenses)
OrgKey # & Object #
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:

FILED
FEB 25 2004
CITY CLERK
CITY OF SHORELINE

SIGNATURE ROUTING:

		Date
☐ 1. Project Manager/Director		
☐ 2. Risk Mgmt/Budget		
☒ 3. City Attorney	2/24	
☐ 4. Send to Consultant for signature (only send contract documents)		
☒ 5. City Council Approval (if required)	(mo/day/year)	
☐ 6. City Manager (if required)	SCB	2/24/04
☐ 7. Dept. Director (if authorized)		
☐ 8. City Clerk	CMO	2/25/04
☐ 9. Purchasing		

CITY OF
SHORELINE

Memorandum

DATE: **February 25, 2004**

TO: **Jane Cantu, Tukwila City Clerk**

FROM: **Sharon Mattioli, City Clerk**

RE: **Interlocal Agreement for Jail Administration**

Enclosed are two signed copies of the Interlocal Agreement for Jail Administration. This was approved by our City Council on Monday, February 23, 2004.

I have also enclosed a check for $3,497as payment of Shoreline's 2004 dues.

I understand that you will handle the recording of this agreement with King County. If you have any questions, please feel free to call our Deputy City Manager, Bob Olander, at (206) 546-1297.

:sm

Shoreline
City Clerk
Receiving
Number
2676

INTERLOCAL AGREEMENT FOR JAIL ADMINISTRATION

ESTABLISHING THE TERM, PURPOSE, MEMBERSHIP, GOVERNANCE, JAIL OVERSIGHT ASSEMBLY (ASSEMBLY), JAIL ADMINISTRATION GROUP (JAG), JAIL OPERATION GROUP (JOG), MEETINGS, FISCAL AGENT, STAFFING, ANNUAL ASSESSMENT, TERMINATION, DISPOSITION OF REAL PROPERTY, INSURANCE AND INDEMNIFICATION REQUIREMENTS AND GENERAL PROVISIONS

This Interlocal Agreement ("Agreement") is dated effective November 1, 2003 and is made and entered into between Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Hunts Point, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and the Town of Yarrow Point, Washington, municipal corporations organized under the laws of the State of Washington (collectively the "Cities").

A. The Cities enter into this Agreement pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW).

B. Some of the Cities have entered into a long term Interlocal Agreement with Yakima County, as amended, for the purpose of housing the Cities' inmates in Yakima County jail facilities ("Yakima Jail Contract"). The Yakima Jail Contract commits the Cities to deliver a certain number of inmates to Yakima County to satisfy a Minimum Bed Commitment. The Yakima Jail Contract and any addendums to it are incorporated herein by this reference.

C. Previously, the Cities negotiated the terms of an agreement regarding the use by the Cities of the Minimum Bed Commitment, including the allocation of jail beds among the Cities and the allocation of charges for jail service under the Yakima Jail Contract; however, that agreement never took effect.

D. Some of the Cities have entered into a Jail Services Agreement with King County ("King County Jail Contract") providing for the Cities' use of jail beds in King County jail facilities for a limited time not to exceed ten years. The King County Jail Contract is incorporated herein by this reference.

E. The King County Jail Contract provides for the creation of a Jail Administration Group to respond to any issue regarding the administration, implementation or interpretation of the King County Jail Contract.

F. King County and the City of Bellevue have entered into a Land Transfer Agreement pursuant to Paragraph 12 of the King County Jail Contract which provides for the transfer of ownership of the eastside Jail site ("Jail Property") to Bellevue on behalf of all of the Cities. The Land Transfer Agreement is incorporated herein by this reference.

FILED
FEB 25 2004
CITY CLERK
CITY OF SHORELINE

G. The Cities desire to enter into this Interlocal Agreement for Jail Administration in order to set forth the purpose, membership, governance, meeting frequency, fiscal agent, staffing, term, annual assessment, termination, and insurance and indemnification requirements, and regarding the use by the Cities of the Minimum Bed Commitment under the Yakima Jail Contract, including the method for allocating those jail beds as between the Cites, and to establish the formula for payment for unused beds should the Cities collectively fail to meet their Minimum Bed Commitment with Yakima County, as more specifically set forth in this Agreement.

H. The Cities of Kent and Enumclaw are not parties to the Yakima Jail Contract or the King County Jail Contract. Kent and Enumclaw are included as parties to this Interlocal Agreement to clarify the City of Bellevue's authority with respect to the Jail Property, and to provide for Kent's and Enumclaw's participation in the planning process for disposition of Jail Property proceeds and for future jail facilities.

IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE

This Interlocal Agreement is entered into by the Cities to further clarify the role of the Cities and their representatives in planning, implementation, operation and administration of interlocal agreements related to the provision of current jail services, and in planning for future facilities and programs for municipal inmates, and to establish a formula for the payment of unused beds should the Cities collectively fail to meet their Minimum Bed Commitment with Yakima County. This Agreement implements the administration group created by the King County Jail Contract and creates a group in order to facilitate cooperation in the examination of policy issues, questions and/or disputes involving the administration of the King County Jail Contract and the Yakima Jail Contract, the disposition of the Jail Property proceeds, and the planning for new misdemeanant secure jail facilities, non-secure alternative facilities or programs to create additional misdemeanant capacity.

2. CREATION OF THE ASSEMBLY, JAG AND JOG

To accomplish the purposes of this Agreement, the Cities hereby create an oversight group of elected representatives called the Jail Oversight Assembly ("Assembly"), an administrative entity called the Jail Administration Group ("JAG"), and an operations entity called the Jail Operations Group ("JOG"), all as further described in Section 6 of this Agreement.

3. DEFINITIONS

Assembly means the Jail Oversight Assembly created pursuant to Section 6 of this Agreement with the duties described herein.

Average Daily Population ("ADP") means that number of City Inmates confined in Yakima County jail facilities for a year, divided by 365.

Cities means Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Hunts Point, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Milton, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville, and Town of Yarrow Point, Washington.

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

City Member means any city or town that has signed this Agreement.

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

Fiscal Agent means the "fiscal agent" selected by the Assembly pursuant to RCW 39.34.030.

JAG means the Jail Administration Group created pursuant to Section 6 of this Agreement, and the King County Jail Contract.

JOG means the Jail Operation Group created pursuant to Section 6 of this Agreement and with the duties described herein.

Jail Property means that certain real property located in Bellevue, Washington and commonly known as 1440 116th Avenue NE and 1412 116th Avenue NE, Bellevue, Washington, to be conveyed to the City of Bellevue to hold on behalf of all King County cities as third party beneficiaries consistent with the King County Jail Contract.

Minimum Bed Commitment means the bed commitment made by the Cities collectively to maintain an Average Daily Population in Yakima County jail facilities equal to 440 City Inmates from October 1, 2003 through December 31, 2009, or as otherwise set in the Yakima Jail Contract.

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

4. TERM

This Agreement shall be dated effective November 1, 2003 and shall continue until December 31, 2012, the date of the expiration of the King County Jail Contract ("Term"). This Agreement may be renewed for any successive periods, by written addendum, under terms and conditions acceptable to all of the Cities. No City that is a party to this Agreement at its inception or thereafter will be required to be a party to any renewal of this Agreement.

5. TERMINATION

5.1 Termination Unrelated to Yakima Jail Contract. Any City may terminate its participation in this Agreement by delivering written notice to the Assembly, by

December 31 in any year, of its intention to terminate effective December 31 of the following year. Any City terminating this Agreement shall remain legally and financially responsible for any obligation incurred by the City pursuant to the terms of this Agreement, including its obligation to pay its annual assessment for the current budget year as described in Sections 8 and 9 of this Agreement.

5.2 Termination for Cause – Yakima Jail Contract. In the event any City's participation in the Yakima Jail Contract is terminated for cause, as defined in the Yakima Jail Contract, such City shall remain legally and financially responsible to Yakima County for its EADP until December 31, 2009, or the end of the then existing term if the Yakima Jail Contract has been extended before the termination for cause; provided, that the terminated City may be entitled to a credit under Section 10 of this Agreement.

6. GOVERNANCE

6.1 Jail Oversight Assembly (Assembly).

(a) Membership. Each City Member shall appoint one elected official to be a member of the Assembly. The initial Assembly member for each City shall be the elected official designated by the City in the space provided below the City's signature on this Agreement. In the event that a City's initial Assembly member becomes unable to serve as an Assembly member, the City shall designate a new or alternate Assembly member.

(b) Assembly Powers. The Assembly shall make policy determinations necessary to guide and direct the administration of this Agreement, and to guide JAG and JOG in the performance of duties under this Agreement, the King County Jail Contract, the Land Transfer Agreement, and the Yakima Jail Contract. The Assembly shall have the following duties and powers:

(i) Annual Assessment, Budget and Work Program. The Assembly shall receive recommendations from JAG regarding the annual budget pursuant to Section 8 of this Agreement, the amount of the annual assessment pursuant to Section 9 of this Agreement, and an annual work program. On or before July 1st of each year, the Assembly shall submit to the legislative body of each City a recommendation for the annual assessments, the annual budget, and the work program for the next year.

(ii) Disposition of Jail Property. The Assembly shall receive recommendations from JAG and/or JOG regarding use of any proceeds of the sale or transfer of the Jail Property, and then either approve, reject or approve with modification such use of the proceeds.

(iii) New Misdemeanant Facilities. The Assembly shall receive recommendations from JAG and/or JOG regarding alternatives for assessment and planning for new misdemeanant secure jail facilities, proposals to site or create jail facilities, options for non-secure alternative facilities or programs and issuance of long term debt for construction of such facilities and then either approve, reject, or modify the recommended alternative.

(iv) Amendments. The Assembly shall receive recommendations from JAG and/or JOG regarding any amendments to this Agreement, including the amendment of the annual assessment formula set forth in Section 9 of this Agreement, or the other interlocal agreements referenced by this Agreement and incorporated herein, and then make a recommendation to approve, reject or modify such amendment to the legislative bodies of each City or return the recommendation to the JAG or JOG.

(v) Fiscal Agent. The Assembly shall appoint a Fiscal Agent for the purposes of carrying out and recording financial transactions pursuant to RCW 39.34.030.

(vi) Policy Determinations. The Assembly may make such policy determinations as are necessary to guide the administration or implementation of this Agreement, the King County Jail Contract, the Yakima Jail Contract, and the Land Transfer Agreement, including but not limited to policy regarding the hiring of employees or contracting with consultants, purchasing of goods or services, and adoption of procedures for the administration of this Agreement.

(c) Meetings. The Assembly shall meet at the times convened by its officers, but at least once each year. For any meeting held in addition to one annual meeting regarding the annual budget, assessments, and work program, the Assembly may meet by telephone, electronically, video conferencing, or any other communications mechanism that allows simultaneous communication between all persons in attendance; provided, that at least fourteen days notice of the meeting is provided to all Assembly members. A quorum shall consist of Assembly members representing sixty percent (60%) of the total residential population of all City Members. Decisions shall be made or action shall be taken by the affirmative vote of Assembly members from Cities having sixty percent (60%) of the total residential population of all City Members. For purposes of this section, each Cities' residential population shall be deemed to be the most recent population estimate available from the State of Washington's Office of Financial Management. If an Assembly member will be absent from a meeting, the Assembly member may, but is not required to, designate by written proxy another person to attend the meeting and vote on behalf of the Assembly member. The Assembly may seek a straw vote for informational purposes only.

(d) Assembly Officers. The Assembly members shall select up to four officers, including a chairperson and vice-chairperson to serve as the executive committee; provided, that if representatives are not selected from each of the three largest jail users among the cities that are parties to both the Yakima and King County jail interlocal agreements for housing misdemeanant inmates, such representatives shall be included as additional members of the executive committee. "Largest jail user" is determined by the sum of the jail inmate populations in the King County and Yakima jail facilities from the prior calendar year. The officers serving as the executive committee shall (1) convene meetings of the Assembly as the officers determine appropriate, but at least once a year, (2) establish the agenda for each meeting, (3) act as spokespersons for the Assembly, and (4) convene and make assignments to Assembly subcommittees, as

appropriate. The chairperson shall preside over the Assembly's meetings, and the vice-chairperson shall preside in the chairperson's absence.

6.2 Jail Administration Group (JAG).

(a) Membership. The JAG shall be composed of six (6) members as follows:

City of Seattle Representative	(1)
City of Bellevue Representative	(1)
Suburban Cities Representatives	(4)

The Mayor of Seattle shall appoint the City of Seattle representative, and shall also appoint an alternative Seattle representative to serve in the event that the original representative is absent or becomes unable to serve. The Bellevue City Manager shall appoint the City of Bellevue representative, and shall also appoint an alternative Bellevue representative to serve in the event that the original representative is absent or becomes unable to serve. The Suburban Cities Association ("SCA") shall select three (3) representative cities through a process defined by the SCA, and a fourth representative among the SCA cities shall be selected by the Mayor or City Manager of the SCA city that is the largest jail user and a party to both the King County and Yakima interlocal agreements for housing misdemeanant inmates. "Largest jail user" is determined by the sum of the jail inmate populations in the King County and Yakima jail facilities from the prior calendar year. For each city representative selected by SCA, and the suburban city selected based upon largest jail population, the Mayor of a mayor/council city or the City Manager of a manager/council city shall appoint that City's representative, as well as an alternative representative to serve in the event that the original representative is absent or becomes unable to serve. The Seattle, Bellevue, and Suburban Cities members of the JAG created in this Section shall be the same as the members of the JAG created under the King County Jail Contract.

(b) JAG Powers. The JAG shall administer this Agreement pursuant to the terms of this Agreement, the Yakima Jail Contract, the King County Jail Contract, and the Land Transfer Agreement and pursuant to any procedures adopted by the Assembly or JAG. The JAG shall have the following duties and powers:

(i) Act as the Cities' representatives to the King County Jail Contract and perform all duties assigned to JAG under that Contract, consistent with policy direction provided by the Assembly under this Agreement;

(ii) Make policy recommendations as defined in Section 6.1 of this Agreement to the Assembly including, without limitation, recommendations on the disposition of the Jail Property proceeds (subject to Section 7 of this Agreement), alternatives for assessment and planning for new misdemeanant secure jail facilities, proposals to site or create jail facilities, options for non-secure alternative facilities or programs and issuance of long term debt for construction of such facilities, and contract language

appropriate. The chairperson shall preside over the Assembly's meetings, and the vice-chairperson shall preside in the chairperson's absence.

6.2 Jail Administration Group (JAG).

(a) Membership. The JAG shall be composed of six (6) members as follows:

City of Seattle Representative	(1)
City of Bellevue Representative	(1)
Suburban Cities Representatives	(4)

The Mayor of Seattle shall appoint the City of Seattle representative, and shall also appoint an alternative Seattle representative to serve in the event that the original representative is absent or becomes unable to serve. The Bellevue City Manager shall appoint the City of Bellevue representative, and shall also appoint an alternative Bellevue representative to serve in the event that the original representative is absent or becomes unable to serve. The Suburban Cities Association ("SCA") shall select three (3) representative cities through a process defined by the SCA, and a fourth representative among the SCA cities shall be selected by the Mayor or City Manager of the SCA city that is the largest jail user and a party to both the King County and Yakima interlocal agreements for housing misdemeanant inmates. "Largest jail user" is determined by the sum of the jail inmate populations in the King County and Yakima jail facilities from the prior calendar year. For each city representative selected by SCA, and the suburban city selected based upon largest jail population, the Mayor of a mayor/council city or the City Manager of a manager/council city shall appoint that City's representative, as well as an alternative representative to serve in the event that the original representative is absent or becomes unable to serve. The Seattle, Bellevue, and Suburban Cities members of the JAG created in this Section shall be the same as the members of the JAG created under the King County Jail Contract.

(b) JAG Powers. The JAG shall administer this Agreement pursuant to the terms of this Agreement, the Yakima Jail Contract, the King County Jail Contract, and the Land Transfer Agreement and pursuant to any procedures adopted by the Assembly or JAG. The JAG shall have the following duties and powers:

(i) Act as the Cities' representatives to the King County Jail Contract and perform all duties assigned to JAG under that Contract, consistent with policy direction provided by the Assembly under this Agreement;

(ii) Make policy recommendations as defined in Section 6.1 of this Agreement to the Assembly including, without limitation, recommendations on the disposition of the Jail Property proceeds (subject to Section 7 of this Agreement), alternatives for assessment and planning for new misdemeanant secure jail facilities, proposals to site or create jail facilities, options for non-secure alternative facilities or programs and issuance of long term debt for construction of such facilities, and contract language

associated with any re-opener of the provisions described in Section 7 of the King County Jail Contract;

(iii) Make recommendations to the Assembly on the appointment of a Fiscal Agent for the purposes of carrying out and recording financial transactions pursuant to RCW 39.34.030;

(iv) Evaluate JOG recommendations regarding the interpretation of the King County Jail Contract or Yakima Jail Contract and issues related to inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, alternative facilities within or outside of King County or other related issues;

(v) After consultation with JOG, develop and recommend a budget, including annual assessments, and work program to the Assembly, and implement the budget and work program, subject to the Cities' obtaining legislative body approval of each City's individual annual assessment, the annual budget, and the work program in accordance with Section 8 of this Agreement;

(vi) Following budget and work program approval by the Assembly and City Members in accordance with Section 8 of this Agreement, and subject to the availability of funds, the JAG, acting through its chairperson, will have the following additional powers:

(1) Hire and supervise any staff, consultants or private vendors consistent with the annual budget, work program, and any human resource policies and procedures of the Fiscal Agent;

(2) Negotiate and enter into any contracts or agreements with third parties for goods and services consistent with the annual budget and work program;

(3) Approve or disapprove expenditures consistent with the annual budget and work program;

(4) Make purchases or contract for services consistent with the annual budget and work program; and

(5) If an annual budget becomes effective under Section 8.1, but insufficient Cities approve and pay assessments to fund the entire work program for that budget year, then JAG has the authority to assign priorities to various items in the work program and to determine which items or portions of items will be removed from the work program for that budget year.

(vii) Adopt procedures for the conduct of JAG's meetings;

(viii) Uniformly inform and consult with the Assembly and JOG for contract disputes, operational policy issues, hiring and supervision of staff, creation of the work program, creation of the budget, revisions to the cost allocation formula to establish the annual assessment set forth in Section 9 of this Agreement, disposition of the Jail Property proceeds and any decisions regarding assessment and planning for new misdemeanant secure facilities, misdemeanant non-secure alternative facilities or programs;

(ix) Mediate disputes or issues presented to JAG by a City or Cities regarding the interpretation of or otherwise arising out of this Agreement, the Yakima Jail Contract, or the King County Jail Contract. In the event that any City or Cities present a dispute to JAG and JAG is unable to resolve the dispute in a manner acceptable to the Cities involved, the Cities shall submit the dispute to mediation prior to initiating any action in a court; and

(x) Conduct any and all other business allowed by applicable law and necessary to carry out the purposes of this Agreement.

(c) Meetings. The JAG shall meet as often as it deems necessary, but not less than quarterly. A quorum shall consist of a simple majority of the JAG's members or alternates. Decisions will be made by consensus of all the JAG members in attendance at a meeting. The JAG may seek a straw vote for informational purposes only.

(d) Chairperson. The JAG members shall select a chairperson and vice-chairperson from among the JAG members to preside over JAG's meetings.

6.3 Jail Operation Group (JOG).

(a) Membership. Each City Member shall appoint one representative to be a member of the JOG. The initial JOG member for each City shall be designated by the City in the space provided below the City's signature on this Agreement.

(b) JOG Powers. The JOG shall advise the Assembly and JAG on operational issues regarding the King County Jail Contract or the Yakima Jail Contract, including without limitation, issues or disputes among the City Members related to contract interpretation, contract disputes, inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, alternative facilities within or outside of King County, and any other related issues. The JOG shall consult with JAG regarding recommendations for the annual budget, assessments, and work program.

(c) Meetings. The JOG shall meet as often as it deems necessary, but not less than quarterly. A quorum at any meeting of the JOG shall consist of a simple majority of the JOG members. Decisions will be made by consensus of all the JOG members in attendance at a meeting. The JOG may seek a straw vote for informational purposes only.

(d) Chairperson. The JOG members shall select a chairperson and vice-chairperson from among the JOG members to preside over JOG's meetings.

7. JAIL PROPERTY

7.1 Land Transfer. Pursuant to the terms of the King County Jail Contract and the Land Transfer Agreement, King County will convey the Jail Property to the City of Bellevue prior to July 1, 2004. Bellevue will hold the Jail Property on behalf of all cities in King County as third party beneficiaries. Bellevue shall act as the fiscal agent of the cities for purposes of taking action with respect to the Jail Property. Any disposition of the Jail Property shall also be consistent with the terms and provisions of Section 12 of the King County Jail Contract, which provides in pertinent part as follows:

> "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 the City of Bellevue, plus investment interest earned."

7.2 Expenses. The City of Bellevue is authorized to sell the Jail Property for no less than fair market value. Fair market value shall be determined by an MIA appraisal commissioned by the City. The City of Bellevue is authorized to deduct from the gross proceeds customary expenses necessary to dispose of the property and costs incurred to perform due diligence studies necessary to exercise the option to take possession of the property from the County including, but not limited to, tests inspections, survey, appraisal, expenses resulting from any legal challenge, maintenance activities during the time the City of Bellevue has possession of the property. The total deductions shall not exceed five percent (5%) unless approved by the Assembly.

If the Jail Property is sold and Cities fail to meet the terms set out in Section 12 of the King County Jail Contract referenced in Section 7.1 above regarding use of the proceeds, Cities are responsible for their proportional share of the amount required to reimburse

King County as referenced in that section. This responsibility will be met collectively by requiring the fiscal agent to invest the sale proceeds in investment instruments that will preserve the full value of the capital assets, assure liquidity for funding future misdemeanant jail facilities and achieve the best rate of investment return. Until these conditions can be met, the fiscal agent shall retain the sale proceeds in the State Local Government Investment Pool.

8. FINANCE AND BUDGET

8.1 Budget. The budget year for jail administration and operations shall be January 1 to December 31 of any year. On or before July 1st of each year, a recommended budget, assessments, and work program for the next budget year shall be prepared by JAG, reviewed and recommended by the Assembly, and transmitted to each City's legislative body for approval or disapproval. Approval of the budget by a City's legislative body shall obligate that City to pay the assessment budgeted for that City for the next budget year; if a City's legislative body disapproves the budget that City shall not be obligated to pay the assessment budgeted for that City for the next budget year. An annual budget, including assessments, and work program shall not become effective unless the annual budget is approved by the legislative bodies of Cities representing sixty percent (60%) of the total residential population of all City Members. If an annual budget becomes effective under this Section, but insufficient Cities approve and pay assessments to fund the entire work program for that budget year, then JAG has the authority to assign priorities to the various items in the work program and to determine which items or portions of items will be removed from the work program for that budget year.

For budget year 2004, the Cities shall make a good faith effort to accomplish the budget, assessment, and work program approval process by December 31, 2003. In the event that the Cities are unable to complete the process by that date, the Cities agree that the assessments for the year 2004 shall be as stated in Exhibit A to this Agreement, and the budget and work program approval for the year 2004 shall be completed by March 31, 2004 and shall be consistent with the assessments stated in Exhibit A.

8.2 Authority. The JAG, acting through its chairperson, and consistent with the budget, assessments, and work program approved by the City Members, is authorized to (1) apply for loans or grants in order to accomplish the purposes of this Agreement consistent with Chapter 39.34 RCW, (2) seek and negotiate partnerships with public and private corporations or entities as allowed by law, and (3) approve expenditures and direct the Fiscal Agent to make payments. The Fiscal Agent is empowered to receive all annual assessments received from the Cities and to make disbursements as approved by the JAG chairperson. If grants or other unbudgeted funds become available, budget amendments will be referred to the Assembly for its review and recommendations to City Members.

8.3 Fiscal Agent. The City of Tukwila shall act as the Assembly's initial Fiscal Agent pursuant to RCW 39.34.030 until the Assembly approves another Fiscal Agent.

8.4 Intergovernmental Cooperation. The Assembly and JAG will cooperate with state, county, and other local agencies to maximize use of any grant funds or other

resources and enhance the effectiveness of the programs and projects created or implemented pursuant to this Agreement.

9. ANNUAL ASSESSMENT

Funding for the activities under this Agreement shall be provided solely through the budget process described in Section 8 and collection of the annual assessment described in this Section 9. No separate dues or assessments shall be imposed or required of the Cities except upon unanimous vote of all of the Cities. The annual assessment shall be paid to the Fiscal Agent on a quarterly basis at the beginning of each quarter. Each City shall be assessed an annual assessment fee equal to Two Hundred and Fifty Dollars and No/100 ($250.00) or equal to its proportional share of the approved budget based upon the following cost allocation formula, whichever is greater:

(i) 50% of the annual fee shall be based upon the percentage calculated by dividing each City's residential population into the total residential population of all City Members, multiplied by one-half of the total amount of the annual budget; and

(ii) 50% of the annual fee shall be based upon the percentage calculated by dividing a City's EADP into the actual total annual jail bed usage by the Cities in the Yakima jail facilities, multiplied by one-half of the total amount of the annual budget.

The cost allocation formula is expressed as follows:

(City's res. population)
(Total of all Cities' res. population) **multiplied by** (½ of total annual budget)

plus

(City's EADP)
(Total Annual Jail Bed Usage of all Cities) **multiplied by** (½ of total annual budget)
in Yakima County jail facilities)

equals

City's Total Annual Assessment

10. DEFICITS IN USAGE OF YAKIMA JAIL BEDS

Each City has generated an EADP. Attached hereto as Exhibit B, and incorporated by this reference, is the EADP of each City. In the event the Cities collectively fail to meet their Minimum Bed Commitment for any year during the term of the Yakima Jail Contract, the EADPs set forth in Exhibit B shall be used by the Cities to calculate the proportionate share owed by any individual City to Yakima.

Each City will be responsible for its bed commitment to Yakima. Only those Cities that did not meet their EADPs and have unused bed commitment for the year will be responsible for paying Yakima for such unused bed commitment.

However, if some cities exceed their EADP, their overage will be distributed as a credit to the cities whose jail use was less than their EADPs. Each City's credit will be based upon its percentage share of the total EADP.

A City whose actual jail use equals or exceeds its EADP will pay Yakima an amount equal to its actual jail use. A City whose actual jail use is less than its EADP will pay Yakima an amount based on its EADP less the credit as described in this section.

For purposes of this section, "credit" shall mean the product resulting from multiplying the (Beds in excess of Cities' EADP) by the quotient obtained by dividing the (EADP of a City with Unused Bed Commitment) by the (Sum of EADPs of all Cities with Unused Bed Commitment.) The calculation of a City's credit is expressed in the formula below:

$$\text{City Credit} = \left(\begin{array}{c}\text{Sum of amount over the EADP} \\ \text{of All Cities Which Exceed Their EADPs}\end{array}\right) \times \frac{\text{(EADP of a City w/Unused Bed Commitment)}}{\text{(Sum of EADPs of Cities w/Unused Beds)}}$$

For a City whose actual jail use was less than its EADP, its "credit" will be subtracted from the number of unused city beds. The difference is the amount that shall be paid to Yakima as expressed in the formulas below:

City's unused beds = City's EADP – City's actual bed use

Amount owed to Yakima = City's unused beds – city credit

Exhibit C, attached hereto and incorporated by this reference, provides an example of a hypothetical application of this formula.

11. SURPLUS USAGE OF YAKIMA JAIL BEDS

The Cities acknowledge that the Yakima Jail Contract does not require each City to maintain a jail usage equal to that City's EADP. Overused Bed Commitment by one City may inure to the benefit of the other Cities. However, Overused Bed Commitment in excess of five percent (5%) may create a hardship for the other Cities. Therefore, prior to usage in excess of five percent (5%) of its EADP, a City must obtain consent from another City or Cities to use a portion of the other City's or Cities' EADP.

12. NEW MEMBERS

Any city or town may become a member to this Agreement so long as such city or town has entered into contracts for jail services with King County or Yakima County, executes an Addendum to this Agreement agreeing to comply with the terms and provisions of this Agreement, as now existing or hereafter amended, and obtains approval of the current budget by its legislative body. The Assembly shall determine what, if any, funding obligations such additional member city shall pay as a condition of becoming a member city to this Agreement.

13. MAILING ADDRESSES

All notices and correspondence to the respective parties to this Agreement shall be sent to the City Manager or Mayor for each City. All notices and correspondence to the Assembly shall be sent to the office of the Fiscal Agent.

14. INSURANCE

14.1 Evidence of Insurance Coverage. Each City agrees to provide the other Cities with evidence of insurance coverage, in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool or self-insurance program which is sufficient to address the insurance and indemnification obligations set forth in this Agreement.

14.2 Minimum Liability Limits. Each City shall obtain and maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policy shall provide coverage on an occurrence basis; except that insurance on a "claims made" basis may be acceptable with prior approval from JAG. If coverage is approved and purchased on a "claims made" basis, the City Member providing such insurance warrants continuation of coverage through policy renewals or the purchase of a tail, and/or conversion from a "claims made" form to an "occurrence" coverage form.

15. HOLD HARMLESS/INDEMNIFICATION

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

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

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

16. GENERAL PROVISIONS

16.1 This Agreement contains all of the agreements of the Cities with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement authorized by the legislative bodies of all of the Cities and signed by all of the Cities.

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

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

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

16.5 Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought and tried in the Superior Court or the State of Washington in King County. Presenting disputes to the JAG and to a mediator consistent with this Interlocal Agreement shall be conditions precedent to the commencement of any judicial process to enforce the terms of this Agreement.

16.6 This Agreement may be executed in any number of counterparts.

16.7 The laws of the State of Washington shall govern this Agreement.

16.8 This Agreement shall be recorded with the King County Department of Records.

THIS AGREEMENT has been executed by the undersigned Cities and shall be dated effective November 1, 2003.

CITY OF ALGONA, WA By:_____ Glenn Wilson, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ George Kelley, Algona City Attorney
CITY OF AUBURN, WA By:_____ Peter B. Lewis, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Daniel B. Heid, Auburn City Attorney
TOWN OF BEAUX ARTS VILLAGE, WA By:_____ Charles R. Lowry, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Wayne Stewart, Town Attorney

CITY OF BELLEVUE, WA By:_____ Steve Sarkozy, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Richard L. Andrews, Bellevue City Attorney
CITY OF BLACK DIAMOND, WA By:_____ Howard Botts, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Loren D. Combs, City Attorney
CITY OF BOTHELL, WA By:_____ Jim Thompson, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA By:_____ Gary P. Long, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Lisa Marshall, Burien City Attorney
CITY OF CARNATION, WA By:_____ Woody Edvalson, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Phil A. Olbrechts, Carnation City Attorney
CITY OF CLYDE HILL, WA By:_____ George S. Martin, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Clyde Hill City Attorney

CITY OF COVINGTON, WA By:_____ Andrew D. Dempsey, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Duncan C. Wilson, Covington City Attorney
CITY OF DES MOINES, WA By_____ Tony Piasecki, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Des Moines City Attorney
CITY OF DUVALL, WA By:_____ Becky Nixon, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Bruce Disend, Duvall City Attorney
CITY OF ENUMCLAW, WA By:_____ John Wise, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Michael J. Reynolds, Enumclaw City Attorney
CITY OF FEDERAL WAY, WA By:_____ David H. Moseley, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: By:_____ Patricia A. Richardson Federal Way City Attorney
CITY OF HUNTS POINT By:_____ Fred McConkey, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: By:_____ Hunts Point City Attorney

CITY OF ISSAQUAH, WA By:_____ Ava Frisinger, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: By:_____ Wayne D. Tanaka Issaquah City Attorney
CITY OF KENMORE, WA By:_____ Stephen L. Anderson, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KENT, WA By:_____ Jim White, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Tom, Brubaker, Kent City Attorney
CITY OF KIRKLAND, WA By:_____ David H. Ramsay, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By:_____ David R. Hutchinson, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By:_____ John F. Starbard, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Lisa Marshall, Maple Valley City Attorney

CITY OF MEDINA, WA By:_____ Douglas J. Schulze, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA By:_____ Richard M. Conrad, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Londi K. Lindell, Mercer Island City Attorney
CITY OF MILTON By:_____ Katrina Asay, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: By:_____ Milton City Attorney
CITY OF NEWCASTLE, WA By:_____ Andrew J. Takata, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Dawn Findlay, Newcastle City Attorney
CITY OF NORMANDY PARK, WA By:_____ Merlin MacReynold, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA By:_____ Joan Simpson, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Michael R. Kenyon, North Bend City Attorney

CITY OF PACIFIC, WA By:_____ Howard Erickson, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA By:_____ Rosemarie Ives, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ James E. Haney, Redmond City Attorney
CITY OF RENTON, WA By:_____ Jesse Tanner, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA By_____ Ben Yazici, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA By:_____ Bruce A. Rayburn, City Manager Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By:_____ Gregory J. Nickels, Mayor Initial Assembly Member:_____ Initial JOG Member:_____	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney

CITY OF SHORELINE, WA By: _____ Steven C. Burkett, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By: _____ Skip Mackner, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Jeffrey Ganson, Skykomish City Attorney
CITY OF SNOQUALMIE, WA By: _____ Randy Fuzzy Fletcher, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney
CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By: _____ Pete Rose, City Manager Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Jeffrey L. Taraday, Woodinville City Attorney
TOWN OF YARROW POINT, WA By: _____ Jeanne R. Berry, Mayor Initial Assembly Member: _____ Initial JOG Member: _____	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney

EXHIBIT A

2004 ANNUAL COST PER CITY FOR THE JAIL ADMINISTRATIVE GROUP (JAG)

	Yakima Estimated Bed Commitment	2002 Population	Average of city pop. & jail beds; $250 minimum	
Total	440.1	1,327,706		$88,000
Auburn	88.5	43,970	11.9%	$10,056
Bellevue	27.0	117,000	7.6%	$6,462
Bothell	2.0	16,264	0.9%	$728
Burien	4.0	31,810	1.7%	$1,432
Covington	2.4	14,395	0.8%	$705
Des Moines	17.0	29,510	3.1%	$2,622
Federal Way	29.0	83,850	6.6%	$5,571
Issaquah	2.0	13,790	0.8%	$647
Kenmore	3.0	19,180	1.1%	$921
Kirkland	12.5	45,790	3.2%	$2,717
Lake Forest Park	2.5	12,860	0.8%	$665
Maple Valley		15,040	0.6%	$493
Mercer Island	4.0	21,955	1.3%	$1,109
Newcastle		8,205	0.3%	$269
North Bend	2.0	4,735	0.4%	$350
Redmond	20.0	46,040	4.1%	$3,456
Renton	27.0	53,840	5.2%	$4,393
Sammamish	1.5	34,660	1.5%	$1,282
SeaTac	4.1	25,320	1.5%	$1,229
Seattle	155.0	570,802	40.0%	$33,793
Shoreline	18.0	53,250	4.1%	$3,497
Tukwila	11.0	17,270	1.9%	$1,637
Woodinville	1.5	9,830	0.6%	$468
Algona	3.0	2,525	0.4%	$250
Beaux Arts Village		295		$250
Black Diamond		4,015		$250
Carnation	0.0	1,905		$250
Clyde Hill	0.0	2,895		$250
Duvall	1.0	5,190		$250
Hunt's Point		455		$250
Medina	0.7	3,010		$250
Milton		815		$250
Normandy Park	0.4	6,395		$250
Pacific		5,405		$250
Skykomish		215		$250
Snoqualmie	1.0	4,210		$250
Yarrow Point		1,010		$250

Estimated Annual Cost (salary/benefits) for JAG staff position = $88,000

EXHIBIT B

TO INTERLOCAL AGREEMENT BETWEEN

THE CITIES CONTRACTING WITH YAKIMA

City or Town	2003 EADP
Algona	3.0
Auburn	88.5
Beaux Arts Village	0.0
Bellevue	27.0
Black Diamond	0.0
Bothell	2.0
Burien	4.0
Carnation	0.0
Clyde Hill	0.0
Covington	2.4
Des Moines	17.0
Duvall	1.0
Federal Way	29.0
Issaquah	2.0
Kenmore	3.0
Kirkland	12.5
Lake Forest Park	2.5
Maple Valley	0.0
Medina	0.7
Mercer Island	4.0
Newcastle	0.0
Normandy Park	0.4
North Bend	2.0
Pacific	0.0
Redmond	20.0
Renton	27.0
Sammamish	1.5
SeaTac	4.1
Seattle	155.0
Shoreline	18.0
Skykomish	0.0
Snoqualmie	1.0
Tukwila	11.0
Woodinville	1.5
Yarrow Point	0.0
TOTAL	440.1

EXHIBIT C
TO INTERLOCAL AGREEMENT FOR JAIL ADMINISTRATION

Hypothetical Example - formulas for distributing unused bed capacity at Yakima

Scenario: 3 cities contract with Yakima for a minimum of 130 beds. The cities are under their collective commitment by 20 beds; 2 cities are under and 1 city is over its bed commitment.

Contract Cities	Total Bed Commitment (EADP)	Actual Bed Use	Unused Beds
City A	80	70	(10)
City B	40	25	(15)
City C	10	15	5
Total	130	110	(20)

Amount Owed to Yakima Under Formula Stated in Section 10 of this Agreement

Each city pays for its unused beds but then receives a credit based on its % share of the total bed commitment. For example, City C exceeded its bed commitment by 5 beds. City A's share of this 5 bed overage (aka the "credit") is calculated by taking City A's % share of the total bed commitment (67%) times the overage of 5 beds = a credit of 3.3 beds. City C owes Yakima for 76.7 beds (EADP of 80 beds less the credit of 3.3 beds).

Cities with Unused Bed Commitment	Total Bed Commitment (EADP)	% Share (EADP)	Actual Bed Use		Unused Beds		Credit		Amount Owed to Yakima
City A	80	67%	70	+	10	-	3.3	=	76.7
City B	40	33%	25	+	15	-	1.7	=	38.3
Subtotal	120	100%	95	+	25	-	5.0	=	115.0
City C	10		15	+	0	-	0	=	15
Total	130		110	+	25	-	5	=	130