SEATTLE CITY COUNCIL

Legislative Summary

CB 118504

Record No.: CB 118504 **Type:** Ordinance (Ord) **Status:** Passed

Version: 1 124922 **In Control:** City Clerk

File Created: 08/24/2015

Final Action: 12/01/2015

Title: AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with Snohomish County for the provision of Jail Services; and ratifying and confirming certain prior acts.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Licata

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: adam.schaefer@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published: ☐ Yes ☐ No

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	08/25/2015	Mayor's leg transmitted to Council	City Clerk			
	Action Text: The Council Bill (CB) was Mayor's leg transmitted to Council. to the City Clerk						
	Notes:						
1	City Clerk	08/25/2015	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	08/27/2015	sent for review	Public Safety, Civil Rights, and Technology Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Public Safety, Civil Rights, and Technology Committee						
	Notes:						

1	Full Council	09/14/2015	referred	Public Safety, Civil Rights, and Technology Committee	
1	Full Council	10/26/2015	re-referred	Budget Committee	

Action Text: The Council Bill (CB) was re-referred. to the Budget Committee
Notes:

1	Budget Committee	11/16/2015	pass		Pass

Action Text: The Committee recommends that Full Council pass the Council Bill (CB).
Notes:

In Favor: 7 Chair Licata, Member Bagshaw, Member Burgess, Member Godden, Member O'Brien, Member Rasmussen, Member Sawant
Opposed: 0
Absent(NV): 1 Okamoto

1	Full Council	11/23/2015	passed		Pass

Action Text: The Council Bill (CB) was passed by the following vote and the President signed the Bill:
In Favor: 9 Councilmember Bagshaw, Council President Burgess, Councilmember Godden, Councilmember Harrell, Councilmember Licata, Councilmember O'Brien, Okamoto, Councilmember Rasmussen, Councilmember Sawant
Opposed: 0

1	City Clerk	11/30/2015	submitted for Mayor's signature	Mayor	

Action Text: The Council Bill (CB) was submitted for Mayor's signature. to the Mayor
Notes:

1	Mayor	12/01/2015	Signed		

Action Text: The Council Bill (CB) was Signed.
Notes:

1	Mayor	12/01/2015	returned	City Clerk	

Action Text: The Council Bill (CB) was returned. to the City Clerk
Notes:

1	City Clerk	12/01/2015	attested by City Clerk		

Action Text: The Ordinance (Ord) was attested by City Clerk.
Notes:

CITY OF SEATTLE

ORDINANCE 124922

COUNCIL BILL 118504

AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with Snohomish County for the provision of Jail Services; and ratifying and confirming certain prior acts.

WHEREAS, The City of Seattle (City) pays for the confinement of individuals who are charged or convicted of committing misdemeanor crimes under the Seattle Municipal Code; and

WHEREAS, the Interlocal Agreement with King County for jail services limits the number of Seattle misdemeanor inmates to 266 beds through 2015; and

WHEREAS, the current City inmate population at King County exceeds this limit; and

WHEREAS, pursuant to a 2010 Interlocal Agreement (ILA) the City began sending misdemeanor inmates to Snohomish County; and

WHEREAS, Snohomish County terminated the ILA in 2013; and

WHEREAS, Snohomish County now has space to house City misdemeanor inmates; NOW, THEREFORE;

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is authorized to execute, for and on behalf of The City of Seattle, an agreement with Snohomish County substantially in the form attached to this ordinance as Exhibit 1, entitled "Interlocal Agreement for Jail Services Between Snohomish County and The City of Seattle."

Section 2. Any act consistent with the authority of this ordinance taken after its passage and prior to its effective date is ratified and confirmed.

Section 3. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 23rd day of NOVEMBER, 2015, and signed by me in open session in authentication of its passage this 23rd day of NOVEMBER, 2015.

President _____ of the City Council

Approved by me this 1st day of December, 2015.

Edward B. Murray, Mayor

Filed by me this 1st day of December, 2015.

Monica Martinez Simmons, City Clerk

(Seal)

Attachments:

Exhibit 1 – Interlocal Agreement for Jail Services Between Snohomish County and The City of Seattle

INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF SEATTLE

This INTERLOCAL AGREEMENT FOR JAIL SERVICES BETWEEN SNOHOMISH COUNTY AND THE CITY OF SEATTLE (this "Agreement"), is made and entered into this ____ day of _____, 2015, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF SEATTLE, a municipal corporation of the State of Washington (the "City") pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW.

RECITALS

A. The County currently maintains and operates a correctional facility known as the Snohomish County Corrections Bureau (the "Jail"). In order to assist other jurisdictions, the County from time to time will enter into inter-local agreements to confine in the Jail persons from other jurisdictions.

B. The County and City each have the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. The City from time to time desires to confine in the Jail persons who have been arrested, detained or convicted by the City of criminal offenses (the "City Inmates"), and the County is willing to furnish its Jail facilities and personnel in exchange for payment from the City of fees and costs, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW and Chapter 70.48 RCW. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively in order that the County may provide the City with Jail Services (the "Services"), as defined in Section 4 below, based on the rules and conditions set forth in the Jail's policies, procedures, rules and regulations and in this Agreement and any attachments hereto.

2. Effective Date and Duration. This Agreement shall not take effect unless and until it has been duly executed by both Parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2017, unless earlier terminated pursuant to the provisions of Section 12 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by mutual written notice, PROVIDED FURTHER that each Party's obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:	City's Initial Administrator:
Anthony Aston Corrections Bureau Chief Snohomish County Sheriff's Office Corrections Bureau 3000 Rockefeller Avenue M/S 509 Everett, Washington 98201	Linda Taylor-Manning Fiscal and Policy Analyst City of Seattle City Budget Office PO Box 94747 Seattle, WA 98124-4747

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Scope of Services. As described in this Section 4 and subject to the conditions set forth in Section 5 below, the County will accept City Inmates for purposes of confinement, correction, punishment and/or rehabilitation, and hold such City Inmates until such time as they are lawfully discharged from custody pursuant to law, the terms of a judicial Order of Commitment, and/or returned to the custody of the City:

4.1 Effect of Ordinance, Policies, Procedures, Rules and Regulations. The Jail will be administered by the County in accordance with the ordinance, policies, procedures, rules and regulations of the County and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of county jails. The City and City Inmates shall be subject to the County's ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the County's Administrator, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the County except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the City, its judicial and law enforcement agencies, to the County of the duty to supervise City Inmates.

4.2 City Access to City Inmates. The City, its officers, employees, or agents, may interview City Inmates inside the confines of the Jail subject to necessary operational and security rules and regulations. Interview rooms will be made available on an equivalent basis to all jurisdictions with inmates confined in the Jail.

4.3 Inmate-Attorney Communication. Confidential telephones, video visitation, fax, and visitation rooms shall be available to City inmates to communicate with their legal counsel. The City will provide phone numbers to reach King County Department of Public Defense.

4.4 Transport of City Inmates.

4.4.1 The County will provide regular transportation and security for up to ten (10) City inmates between the King County Jail Facility and Snohomish County Jail three to five times a week. The daily rate for transportation during 2015 shall be as follows:

2015 Transport Fee
$328.50

The City shall provide or arrange for transportation and security of its inmates to and from the Jail for court as necessary. Notification of the need for transportation shall be in accordance with Section 4.4.4 below.

4.4.2. The County will provide transportation and guarding of City Inmates to and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 4.5, or (a) the County determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment; and/or (b) the County determines, in its sole discretion, that transportation from the Jail is required to support the orderly operation of the Jail. The County shall assume off-site guarding duties and the City will reimburse the County for these duties at a rate of one and a half times the County's current applicable wage rate.

4.4.3 The City shall provide transportation vouchers, e.g., bus tickets, to Snohomish County to distribute to City inmates to facilitate the inmate's return to the City upon the inmate's release. Such vouchers, regardless of specific method of travel funded by such voucher, shall be in an amount sufficient to fully fund the inmate's return from the Jail to the City. This amount shall not be provided to an inmate in cash or in a medium negotiable for the same amount of the voucher in cash.

4.4.4 The City shall provide the County with at least twenty-four (24) hours' notice prior to the need of transporting a City inmate from the Jail. After providing notice, the City shall notify the County as early as practicable of a cancellation of the noticed transport.

4.4.5 In July each year, the County will provide the City with pick-up and transport service rates for the following year by notice to the City, as provided in Section 14. The new fees will go into effect with the January billing of the following year.

4.5 Jail Commitment "Walk Ins". The City shall have the option of sending out of custody sentenced offenders to the Jail for the purposes of turning themselves in to serve their commitment on the City's case(s). The Jail's acceptance of such bookings are

contingent on the Jail's medical screening and population levels, and the County is not required to accept such walk-in bookings.

4.6 Health Care of City Inmates. The County shall provide in-facility medical and mental health care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

The County is hereby granted the authority to seek necessary medical, dental and mental health services for City Inmates at an outside medical or health facility without consulting with the City. The County shall notify the City's Administrator prior to seeking treatment, unless immediate treatment is required, in which case, the County will notify the City as soon after the event as reasonably possible. Any failure or error by the County to provide the City with proper notification of medical, dental and/or mental health services delivered to a City Inmate shall in no way excuse full, complete and timely payment by the City under Section 6 of this Agreement. The City and the County will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and County policies and procedures regarding HIPAA.

Inmate payment provision is outlined in Section 6.2.4.

4.7 Community Corrections. As provided in this Section 4.6 and the Jail's policies and procedures, City Inmates confined to the Jail may serve their time in a Community Corrections Program.

4.7.1 The term "Community Corrections Program" includes Work/Education Release and Work Crew, as those programs are defined in the Jail's policies and procedures.

4.7.2 Except where a City Inmate is confined in the Jail at the request of multiple jurisdictions of which not all have executed an inter-local agreement in substantially the same form as this Agreement, a City Inmate is eligible to participate in a Community Corrections Program if he or she has been (a) screened by the County and the County has found that the City Inmate meets all statutory and program eligibility requirements, and (b) ordered into a Community Corrections Program by the City's municipal court or other judicial agency.

4.7.3 A City Inmate may be terminated from a Community Corrections Program if: (a) the City municipal court or other judicial agency order the City Inmate terminated from the Program or otherwise amends its earlier order; (b) the County determines, in its sole discretion, that the City Inmate is no longer eligible for the Program, in which case the County will provide written notice of such to the City and/or the City's municipal court or other judicial or law enforcement agency within twenty-four (24) hours of the termination. Such notice should include the violation that caused the City inmate to be removed from the Program or the reason that the City inmate is no longer eligible to remain in the Program. Upon termination from a Program, a City

Inmate already in the custody of the County shall be confined in the Jail to serve the remainder of his or her term of confinement. If the City Inmate is not yet in the County's custody at termination, he or she will be the immediate responsibility of the City for all purposes, including, but not limited to, the duty to apprehend.

5. Conditions of Acceptance of City Inmates. The County shall provide Services to the City subject to the conditions set forth in this Section 5. Should the County, in its sole discretion, decline to accept or retain custody of a City Inmate for any of the reasons identified in this Section 5, the County shall notify the City or its judicial or law enforcement agency of the non-acceptance and the reason for the non-acceptance. Notification will be provided no later than 5:00 p.m. the next day. Acceptance of a City Inmate into the Jail shall be conditioned upon the following:

5.1 Obligation to Abide by Policies and Procedures. The City, its officers, employees and agents shall follow all Jail policies and procedures. City shall be provided with a copy of the policies and procedures.

5.2 Documentation for Legal Basis for Confinement. Absent proper documentation providing a legal basis for confining the City Inmate, the County will have no obligation to receive the City Inmate into custody. Proper documentation for purposes of this section means an arrest warrant, judicial Order of Commitment, other order of a court of competent jurisdiction, or a properly completed Notice of Arrest.

5.3 Health Care Clearance. The County will have no obligation to receive into custody or retain custody of a City Inmate absent a determination, on an ongoing basis, by Jail staff that the City Inmate (a) is medically and psychiatrically able to be housed in the Jail; and/or (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility; and/or (c) may be at higher risk for emergency intervention and/or hospitalization, create an extraordinary care burden upon the County; e.g.: inmates detoxing from alcohol or substances; insulin-dependent diabetics; wheel chair-bound inmates; or inmates requiring assistance with daily activities of living (ADLs); or transfers requiring psychiatric specialized housing and/or antipsychotic medications; and/or (d) inmates known by the City to have acute and/or chronic, unstable wounds or other unstable medical conditions and the need for follow-up medical out of facility appointments or diagnostic testing. At all times, the County's Health Care Administrator shall have final authority and sole discretion to determine whether a City Inmate is medically and/or psychiatrically fit for Jail pursuant to section 5.3.

5.4 Population Limits. The County shall have the right to return City Inmates to City custody if the Jail reaches the maximum allowable population level (the "MAPL"). The MAPL refers to the greatest number of inmates that can be held in the Jail in a safe, secure, and humane manner. The Snohomish County Sheriff or his or her designee shall determine, in his or her sole discretion, the MAPL. Every effort will be made to manage the MAPL, including booking restrictions. In the event that the MAPL is reached and the County determines that inmates must be removed from the Jail, priority

for removal shall be as follows:

(a) Inmates from out-of-county jurisdictions, including the City, in reverse order from the date of execution of the respective jurisdictions' inter-local agreements with the County; then
(b) Inmates from in-county jurisdictions in reverse order from the date of execution of the respective jurisdictions' inter-local agreements with the County; then
(c) Inmates confined on Snohomish County charges or commitments.

The County's Administrator shall have final authority on MAPL reduction measures, and in the event the County determines that City Inmates shall be removed from the Jail according to this priority schedule, the County will provide the City fourteen (14) days' notice to remove City Inmates.

5.5 Earned Early Release. The County will release City Inmates in accordance with RCW Chapter 9.94A.

6. Payment by City.

6.1 Proportional Billing. The County employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A and incorporated herein by this reference is an explanation of the County's proportional billing practices. Commensurate with these practices, the City shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 6.2 below, for a City Inmate under either of the following circumstances:

6.1.1 The City Inmate (a) Is being held on criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, (b) Is not being held on any active County felony charge, and (c) Cannot be removed by a Federal agency without regard to local charges; OR

6.1.2 The City Inmate is being held (a) On criminal misdemeanor or gross misdemeanor charge(s) (whether or not formally arraigned) or on a warrant or court order issued by the City's municipal court, and (b) By the State of Washington for violation of the Offender Accountability Act, and the City has declined to transfer custody to the State of Washington.

6.2 Fees and Costs.

6.2.1 The County shall invoice the City a "Booking Fee" for each City Inmate for whom the County provides Services. For purposes of this Agreement, "Booking" means the act of registering, screening, and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all

other activities associated with processing an inmate for confinement. As of the Effective Date, the current Booking Fee is as follows:

2015 Booking Fee
$115.00

Further or additional increases in the Booking Fee beginning January 1, 2016 and each year thereafter shall be calculated pursuant to Section 6.2.3.

6.2.2 The Daily Maintenance Fee shall be calculated based on the housing assignment of the City Inmate as determined by Jail staff pursuant to Jail policies and procedures. Except as where otherwise provided in this Agreement, the housing assignment of a City Inmate is subject to change at any time without notice to the City. Subject to any adjustments consistent with Section 6.2.3 below, the Daily Maintenance Fee for 2015 through 2017 shall be the following base rates, also subject to Section 6.2.3:

Housing Assignment	2015 Daily Maintenance Fee	2016 Daily Maintenance Fee	2017 Daily Maintenance Fee
General Population	$84.00	$88.50	$93.50
Medical and Specialty	$132.50	$140.00	$147.25
Mental Health	$201.00	$212.00	$223.25
Work Release/Work Crew	$50.00	$55.00	$60.00

Should the parties renew this Agreement beyond December 31, 2017, additional annual increases shall be calculated pursuant to Section 6.2.3.

6.2.3 The Booking Fee and Daily Maintenance Fee shall increase on January 1 of each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year, PROVIDED, HOWEVER, that in no event shall the increase be greater than three percent (3%) per calendar year. The County shall provide the City notice of the Booking Fee and Daily Maintenance Fee increases by August 1 of each year.

6.2.4 The Work Release daily Maintenance fee assessed to the City shall be reduced by the amount paid by the inmate to participate in the program.

6.2.5 Pursuant to RCW 70.48.130, and as part of the booking procedure, The County shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party

billing. The County shall credit amounts received from the inmate's own health insurance and applicable public assistance before billing the City.

The County shall invoice the City for all costs incurred for necessary medical, dental, or mental health services to City Inmates, including, but not limited to, all medication, durable medical equipment, ambulance fees, and medical, dental, and mental health services provided outside the Jail, or those specialty diagnostic and/or other medical services not available in the Jail that must be brought into the Jail to provide necessary medical care and treatment (the "Medical Costs"). The Medical Costs do not include routine medical examinations, tests, and/or procedures performed at the Jail by Jail staff or contractors. In addition, the Medical Costs do not include expenses not covered by the City Inmate's health insurance and/or public assistance for injuries suffered while in the custody of the County.

6.3 Invoicing and Payment. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. Where complete payment is not tendered within thirty (30) days of receipt of the invoice, the County may charge interest on the outstanding balance at a rate equal to one percent (1%) per month. Should the City wish to dispute the amount of a particular invoice, it will deliver written notice of the dispute to the County within thirty (30) days of receipt of the invoice. Failure to properly notify the County of any disputed amounts within thirty (30) days of the invoice shall constitute an acceptance by the City of all charges contained therein. Within fifteen (15) days of the City's written notice of dispute, the County shall review the disputed invoice. Should the County resolve the dispute in favor of the City, the disputed amounts will be credited towards the City's next billing cycle, PROVIDED, HOWEVER, that upon termination of this Agreement, the County shall pay out to the City any such credited amounts.

7. Indemnification/Hold Harmless.

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

7.2 County Held Harmless. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or

arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

7.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8. Insurance. Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

9. Compliance with Laws. In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules, and regulations, and each party shall be solely responsible and liable for its own compliance.

10. Default and Remedies.

10.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

10.2 Remedies. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 11.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity. In addition, if the City fails to make payment on an outstanding invoice within the time to cure and the City has not disputed the invoice as provided in Section 6.3, the City shall have no further right under this Agreement to deliver custody to or otherwise house City Inmates at the Jail and shall, at the County's request, remove

all City Inmates from the Jail within fourteen (14) days of notice to do so. Thereafter, the County may, in its sole discretion, accept City Inmates to the Jail if all outstanding invoices are paid.

11. Early Termination.

11.1 Termination by the County. Except as provided in Section 12.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the City. The termination notice shall specify the date on which the Agreement shall terminate.

11.2 Termination by the City. The City may terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days advance written notice to the County and the Washington State Office of Financial Management. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected jail population.

11.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the party lacking appropriations immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

11.4 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 12, the City shall pay the County for all Services performed up to the date of termination. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs. No payment shall be made by the City for any expense incurred or Services performed following the effective date of termination unless authorized in writing by the City.

12. Dispute Resolution. In the event differences between the Parties should arise over the terms and conditions of this Agreement, the Parties shall use their best efforts to resolve those differences through their Administrators on an informal basis. If those differences cannot be resolved informally, the matter shall be referred to the Snohomish County Executive and the Mayor of the City. If the dispute is not resolved, then at the request of either party it shall be referred to non-binding mediation. The mediator is mutually selected by the Parties. If non-binding mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages.

13. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set

forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

14.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

14.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

14.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County or King County.

14.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

14.5 Records. Each party may examine the other party's books and records relating to the Agreement. The parties shall maintain accurate records related to the Services for a period of six (6) years following final payment.

14.6 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

14.7 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

14.8 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

14.9 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

14.10 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction, and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to enforce performance.

14.11 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the parties.

14.12 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

14.13 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

14.14 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or entities shall be deemed to have any rights in, under, or to this Agreement.

14.15 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

14.16 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By_____
Name: John Lovick
Title: County Executive

CITY:

City of Seattle, a Washington municipal corporation

By_____
Name: _____
Title: _____

Approved as to Form:

_____
Deputy Prosecuting Attorney

Approved as to Indemnification and Insurance:

_____
Risk Management

[The remainder of this page is intentionally left blank.]

EXHIBIT A

Proportionate Billing

The County uses a proportional billing process to calculate fees and charges for each inmate. As a result, if multiple jurisdictions have an open charge on an individual inmate, the jurisdictions will each share equally the fees and costs as long as an open charge persists for that jurisdiction. When a contracting jurisdiction's charge is closed, that jurisdiction drops from the proportional billing process, and the proportional billing is recalculated without that jurisdiction.

Each day the County shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable jurisdiction.

The procedure employed by the County for determining the billable charges and responsible jurisdictions is outlined below and references the County's internal billing system. The procedure continues in sequence through the outlined series of steps only so far as needed to isolate a billable charge and determine the jurisdiction responsible for payment.

1. Select "All Felony Charges."
    a. If there is more than one felony charge or if there is one felony charge and a Washington State Department of Corrections (the "DOC") hold, go to Step 2.
    b. If there is one felony charge but no DOC hold, do not invoice.
    c. If there are no felony charges, go to Step 3.

2. Select "Arresting Agency DOC-Parole-Olympia."
    a. If there are no other arresting agency charges and all felony charges are with DOC, invoice DOC.
    b. If there is a DOC hold and additional local charges (that is, charges from jurisdictions that have an interlocal agreement for jail services with the County), do not invoice.
    c. If there is a DOC hold and non-local additional charges (that is, charges from jurisdictions that do not have an interlocal agreement for jail services with the County), invoice DOC.

3. Select "All Misdemeanor Charges."
    a. If there is only one misdemeanor charge, invoice the charging jurisdiction.
    b. If there is more than one misdemeanor charge from more than one jurisdiction, invoice each jurisdiction in equal shares. If a jurisdiction has multiple open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process. Snohomish County shall be invoiced its proportional share where applicable.

    Example: If City A has one open misdemeanor and City B has two open misdemeanor charges, all at the same time, each city is billed for fifty percent (50%) of the Fees and Costs for that inmate.

4. Drop jurisdictions with closed charges.

Example: City X has one open misdemeanor charge, and City Y has one open misdemeanor charge. City Y's charge is closed. City X is billed for one hundred percent (100%) of the Fees and Costs for that inmate from then on.

STATE OF WASHINGTON -- KING COUNTY

--ss.

331453

No. 124921,922,923,924,925,26

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCES

was published on

12/15/15

The amount of the fee charged for the foregoing publication is the sum of $108.50 which amount has been paid in full.

MELISSA M. DOWD
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
11-21-19

Subscribed and sworn to before me on

12/15/2015

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

Title Only Ordinances

The full text of the following legislation, passed by the City Council on November 23, 2015, and published below by title only, will be mailed upon request, or can be accessed at http://clerk.seattle.gov. For information on upcoming meetings of the Seattle City Council, please visit http://www.seattle.gov/council/calendar. Document Type Contact: Office of the City Clerk at (206) 684-8344.

Ordinance 124921

AN ORDINANCE relating to financial management practices; amending Section 5.08.020 of the Seattle Municipal Code and repealing Section 5.08.026 and Chapter 5.33 of the Seattle Municipal Code.

Ordinance 124922

AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with Snohomish County for the provision of Jail Services; and ratifying and confirming certain prior acts.

Ordinance 124923

AN ORDINANCE relating to pet licensing; adjusting cat and dog license fees; and amending Section 9.26.020 of the Seattle Municipal Code.

Ordinance 124924

AN ORDINANCE relating to contracting indebtedness; authorizing and providing for the issuance and sale of limited tax general obligation bonds to pay all or part of the costs of various elements of the City's capital improvement program and other City purposes approved by ordinance, to provide a contribution to the Pike Place Market Preservation and Development Authority for the financing of certain improvements, and to pay the costs of issuance of the bonds; providing for certain terms, conditions and covenants and the manner of sale of the bonds; amending Ordinance 123480 (as previously amended by Ordinance 124341 and Ordinance 124637); and ratifying and confirming certain prior acts.

Ordinance 124925

AN ORDINANCE relating to the Haller Lake Improvements project in the Department of Finance and Administrative Services; establishing the 2017 Multipurpose LTGO Bond Fund; authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, in the amount of $1,500,000, to the 2017 Multipurpose LTGO Bond Fund for bridge financing of the Haller Lake Improvements project; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

Ordinance 124926

AN ORDINANCE relating to the Joint Training Facility Project; amending Ordinance 121179, as last amended by Ordinance 124638, to change the terms of the outstanding interfund loan.

Date of publication in the Seattle Daily Journal of Commerce, December 15, 2015.

12/15(331453)