

June 12, 1995  
420M2 DRC

Introduced By: MAGGI FIMIA

Proposed No.: 95 - 438

MOTION NO. **9604**

A MOTION authorizing the county executive to enter into interlocal agreements with the city of Shoreline relating to District Court, Adult Detention, Animal Control, and Interim Roads Maintenance.

WHEREAS, the city of Shoreline will incorporate on August 31, 1995, and

WHEREAS, the city desires to secure certain municipal services from the county for its residents, and

WHEREAS, the county is willing and able to provide the requested municipal services;

NOW, THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to execute interlocal agreements, substantially in the forms attached, with the city of Shoreline for the county to provide the following services:

1. District Court
2. Adult Detention
3. Animal Control
4. Interim Roads Maintenance

PASSED by a vote of 12 to 0 this 30<sup>th</sup> day of June, 1995

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

Attachment: Interlocal Agreements

**Interlocal Agreement Between  
King County and the City of Shoreline** **9604**  
for Jail Services

In accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jail Act (RCW Chapter 70.48, as amended), King County, a municipal corporation and legal subdivision of the State of Washington (the "County") and the City of Shoreline (the "City"), in consideration of the payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties, do covenant and agree as follows:

1. **Definitions:** Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this contract:
  - 1.1. "City Prisoner" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial:
    - 1.1.1. The person is booked or confined by reason of violating or allegedly violating a City ordinance;
    - 1.1.2. The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or District Court when acting as the City's Municipal Court;
    - 1.1.3. The person is booked or confined by reason of violating or allegedly violating state statute (State misdemeanor or gross misdemeanor) and the person could have been booked or confined by reason of violating or allegedly violating a City ordinance for the same or similar activity;
    - 1.1.4. The person is booked or confined by reason of a Municipal Court or District Court (when acting as the City's Municipal Court) order; or,
    - 1.1.5. The person is booked or confined by reason of Sections 1.1.1 through 1.1.4 above, in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.1.1 through 1.1.4 above is determined to be the most serious charge in accordance with Exhibit I.
    - 1.1.6. A City charge is not the principal basis for confining a person where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge.
    - 1.1.7. A City charge is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of a felony charge that has been reduced to a State misdemeanor or gross misdemeanor.
    - 1.1.8. The City agrees to pay for ten percent (10%) of the below described booking fees and maintenance charges for all persons booked or confined in the Jail by the City for investigation of a felony charge. The County agrees to pay for the remaining ninety percent (90%) of these fees and charges.

- 1.2. Jail, wherever underlined, means a place primarily designed, staffed, and used for the housing of adults charged with a criminal offense; for the punishment, correction, and rehabilitation of offenders after conviction of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this agreement, Jail includes the County jail in the King County Correctional Facility; the North Rehabilitation Facility (Firlands); and any Community Corrections Facility and/or Program, such as Work Release, Electronic Home Detention, Work Crews, operated by the County directly or pursuant to contract.
- 1.3. The first "Prisoner Day" means confinement for more than six (6) hours measured from the time such prisoner is first presented to and accepted by the Jail or pursuant to the authority of the City until the prisoner is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Prisoner Day means confinement for any portion of a calendar day after the first Prisoner Day. The County shall make every reasonable effort to release a prisoner as expeditiously as possible after the County has received notification of a court order to release. For persons confined in the North Rehabilitation Facility, "Prisoner Day" means a confinement in accordance with Exhibit II.
  - 1.3.1. If either party notifies the other in writing that program or administrative requirements relating to the Jail are causing or will cause an inequitable burden on either party, or that new technologies and methods relating to more equitable distribution of prisoner confinement costs have become or will become available, the parties shall meet to discuss changes to the above definition of Prisoner Day.
2. Jail and Health Services: The County shall accept for confinement in the Jail those persons who are City Prisoners as defined in Section 1.1 and shall furnish the City with Jail facilities, booking, and custodial services, and personnel for the confinement of City Prisoners at least equal to those the County provides for confinement of its own prisoners. The County shall furnish to the City all Jail medical and health care services required to be provided pursuant to federal or state law and regulations promulgated thereto, including such standards as may be adopted by the Washington State Corrections Standards Board.
3. City Compensation: The City will pay the County a booking fee and a maintenance charge as follows:
  - 3.1. The booking fee shall be assessed for City Prisoners booked by or on behalf of the City into the Jail for registering, fingerprinting, photographing, and initial screening and examination of persons presented for confinement; for inventorying and safekeeping of their personal property; for maintaining the Jail register (book of arrests) and such other booking functions as may be established pursuant to this contract, by order of a court of competent jurisdiction and/or by the State of Washington. The booking fee shall be established annually pursuant to the procedure set forth in Exhibit III. Each year, the procedure shall include an adjustment to the booking fee established for the following year to account for the difference between the total booking fees billed to all cities and

towns during the previous year and the County's actual costs of providing booking services for prisoners of all cities and towns during that year. On or about September 1 of each year, the County shall provide the City with an estimate of the booking fee for the following year.

- 3.2. The maintenance charge shall be assessed for a City Prisoner for each Prisoner Day. The maintenance charge shall be established annually, based on the County's "Net Maintenance Fee" which shall be determined using the procedure set forth in Exhibit IV. Each year, the procedure shall include an adjustment to the maintenance charge established for the following year to account for the difference between the total maintenance charges billed to all cities and towns during the previous year and the County's actual maintenance costs for prisoners of all cities and towns during that year. On or about September 1 of each year, the County shall provide the City with an estimate of the maintenance charge for the following year.

4. Billing and Billing Dispute Resolution Procedure:

- 4.1. The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains).
- 4.2. Withholding of any amount billed shall constitute a dispute, which shall be resolved as follows:
  - 4.2.1. The representatives designated in Section 9 of this contract or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful but in no case later than thirty (30) days following receipt by the County of the written notice described in Subsection 4.1 above, the City shall appeal in writing to the Director of the Department of Adult Detention, who, after receiving a recommendation by the Jail Advisory Committee, shall render a decision in writing to be transmitted by mail to the City.
  - 4.2.2. The decision of the Director shall be final and conclusive unless the City, within thirty (30) days of receipt of the said decision, appeals in writing to the County Executive, for settlement in accordance with Section 12 of this contract.
  - 4.2.3. Any amount withheld from a billing, which is determined to be owed to the County pursuant to the billing dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the negotiated resolution or appeal determination.
- 4.3. Any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be

binding on the parties and shall not be subject to legal question either directly or collaterally.

- 4.4. If the City fails to pay a billing within the times set forth in the above subsection, the City shall be deemed to have voluntarily waived its right to house City Prisoners in the Jail and will remove City Prisoners already housed in the Jail within thirty (30) days. Thereafter, the Jail shall accept no further City Prisoners until all outstanding bills are paid.
- 4.5. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this contract which are revealed by an audit shall be resolved under Section 12.
5. **Terms:** This contract shall take effect upon execution by both parties. No part of this contract shall be applied retroactively. This contract shall extend to December 31, 1995 and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this contract.
6. **Termination:** This contract may be terminated by either party prior to the date specified above in Section 5 by providing the other party ninety (90) days written notice. The notice shall state the grounds for termination and the specific plan for accommodating the affected jail population. This Section shall not affect or apply to billings, billing disputes, or cessation of the City's right to use the Jail pursuant to this contract.
7. **Indemnification:**
  - 7.1. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
  - 7.2. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suite if any principle of

- governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 7.3. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.
8. Non-Discrimination/Equality of Employment Opportunity: The County will provide equal employment opportunity in administering this contract, in implementing this contract, and in administering the Jail, and prohibit discriminatory treatment as required by King County Ordinance 4528, or a successor ordinance of at least like effect; any charges referred by the City to the County will be processed promptly.
9. Consultation: The City and the County shall designate representatives for the purpose of administering this contract, and shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon notice to the other. Each party will consult with the other's appropriate designated representatives in preparing annual calculations for determining cost, fees, and charges and before adopting any changes in policies, practices, or procedures which may affect the responsibilities of the other and will try to resolve disputes through their designated representatives.
10. Assurance: The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with the County in the care and treatment of its prisoners, detention facilities provided, or in charges assessed than provided under this contract to City Prisoners and the charges made to the City under this contract. If advantages are provided prisoners of another city or town or to prisoners of the County, like advantages shall be extended to City Prisoners; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this contract. This Section shall not apply to temporary service contracts of less than twelve months' duration; provided that such temporary service contracts shall not cause the City to pay more in maintenance charges and booking fees than the City would have paid without such a temporary service contract.
11. Remedies: No waiver of any right under this contract shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

12. **Disputes:** Disputes that cannot be resolved by the representatives designated herein or billing disputes appealed to the County Executive pursuant to Section 4 shall be referred to the Chief Executive Officer of the City and the County Executive for settlement. If not resolved by them within thirty (30) days of the referral, the Chief Executive Officer and the County Executive by mutual written consent may apply to the Presiding Judge of the King County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties.. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

Each party shall pay one-half of the arbitrator's fees and expenses. Each party shall be entitled to specific performance of this contract as long as Section 6 and or a repayment obligation under RCW 70.48.090 restricts its termination. If either party prevails in a court action to enforce any provision of this contract, it shall be awarded reasonable attorney's fees to be based on hourly rates for attorneys of comparable experience in the community.

13. **State Criminal Charges:** The City shall initiate procedures to avoid booking or confining persons by reason of violating or allegedly violating a State statute where such persons could have been booked or confined for a City ordinance. The terms of this Section apply whether the charges are initiated originally in District Court or filed in the District Court following a felony investigation which does not result in the filing of felony information or felony complaint.
14. **Jail Advisory Committee:** There has been established a Jail Advisory Committee which shall provide consultation and recommendations to the County concerning Jail policies, budgeting and planning relating to the cost and utilization of the Jail by contracting cities and towns. The Jail Advisory Committee shall also make recommendations to the County Executive on billing disputes arising under this contract. The Jail Advisory Committee is established in accordance with Exhibit V.
15. **Ancillary Matters:** This contract reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of prisoners.
- 15.1 Both parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of prisoners, and the reduction of costs of operating and maintaining Jail facilities.
- 15.2 The County will maintain its program of contacting the City after booking a City Prisoner in order to give notice that the prisoner has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place immediately after booking and will result in no maintenance charges if the prisoner is released to the City within six hours. The County will maintain its program to notify the City of the status of its prisoners in cases where confinement is the result of multiple warrants from two or more jurisdictions. This program will allow the City to take

custody of a prisoner if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary maintenance day costs. When the County modifies its data processing system which is used to provide the information to determine the billable agency, the method outlined in Exhibit I will be modified to designate the arresting agency's charge as the billable charge until that charge is no longer the cause of that person's confinement.

15.3 Should the County be charged for hospitalization costs for City Prisoners, excluding costs reimbursable from another jurisdiction, both parties agree to reopen negotiations on this specific point. If an impasse is reached then the process outlined in Section 12 of this contract will be followed.

15.4 If any provision of this contract other than Section 8 shall be held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of both parties.

16. **Entire Contract:** This contract consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I	Method of Determining Billable Charge and Agency
Exhibit II	Exception to Billing Procedure
Exhibit III	Booking Fee
Exhibit IV	Net Maintenance Fee
Exhibit V	Jail Advisory Committee

16.1 This contract represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions. The parties hereto specifically waive any rights, causes or claims arising from or related to any preceding contract for jail services between the parties as they relate to billings, definition of prisoners, definition of Prisoner Day, audit findings, or any other dispute relating to the establishment or administration of the billing system; provided nothing contained herein shall affect or modify any past present or future right or obligation of either party pursuant to Section 7; Provided further as condition precedent to the entry and effect of this contract, all billings and charges arising under any preceding contract for jail services shall be current.

17. **Modifications:** All provisions of this contract may be modified and amended with the mutual consent of the parties hereto.

King County

City of Shoreline



\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Department of Adult Detention  
June 27, 1995  
contracts/shoreline

## Method of Determining Billable Charge and Agency

Daily the billing program examines the open charges for each active booking and applies a uniform set of rules to select the billable charge. Then the billable agency is determined from the billable charge. Under these rules, the most serious charge, as determined by type of charge (felony, investigation, misdemeanor), pretrial or sentenced status and bail amount, is considered the principal basis for incarceration, pursuant to Section 1 of this contract.

The procedure for selecting the billable charge is as follows. The program will proceed in sequence through the series of procedures only as far as needed to isolate one charge as billable.

1. Select the only felony charge. If there are more than one, go to Rule 2. If there are no felony charges proceed to Rule 3.
2. Select the charge with charge status other than Federal or Immigration. If there are no other charge statuses, determine if the charge is Federal or Immigration and bill accordingly.
3. Select the only investigation charge. If there are more than one, go to Rule 7. If there are no investigation charges, proceed to rule 4.
4. Select the only misdemeanor charge. If there are more than one, continue to Rule 5.
5. Select the sentenced charge. Find the agency with the longest sentence. If there are no sentenced charges, go to Rule 7.
6. If there is no longest sentence, or if all are sentences of equal length, select the charge with the earliest sentence date.
7. Select the charge for the arresting agency. If there is no arresting agency or charges, select the earliest charge entered and set the billable agency of that charge.
8. If there are no sentenced charges, and if the arresting agency has no charge, then find the agency having the highest total accumulated bail amount and select the first charge entered for that agency.
9. If bail is equal among jurisdictions and no charges are sentenced, or if all charges are sentences of equal length, select the charge having the earliest charge number.

**Exhibit II**

**Exception to Billing Procedure Between King County  
and Cities Signing the Contract for Jail Services**

For persons serving sentences at the North Rehabilitation Facility (NRF) who report directly from the community to NRF for incarceration, prisoner day shall not be defined according to Section 1.3 of the Contract for Jail Services. Instead, prisoner day shall be defined as a twenty-four hour period beginning at the time of booking. Any portion of a twenty-four hour period shall be counted as a full prisoner day. The number of days billed for each NRF sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration.

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/90 0700	Released 7/3/90 0700
	Number of prisoner days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/90 0700	Temporary Release 7/2/90 0700
	Return to NRF 7/8/90 0700 Number of Prisoner days = 2	Released 7/9/90 0700

The Department of Adult Detention will apply this definition of prisoner day to the City's NRF prisoners by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult Detention, which will make the necessary adjustments.

Exhibit III

Booking Fee<sup>1</sup> - 1995

DAD<sup>2</sup> Unit Cost

Adopted Budget 1995	
(DAD Intake Budget) <sup>3</sup>	\$5,153,459
Estimated COLA <sup>4</sup>	<u>113,684</u>
	\$5,267,143
+/- Year End Adjustments	<u>33,127</u>
Subtotal	\$5,300,270
Projected Number of Bookings	<u>60,782</u>
1995 Per Booking	87.20

1 Year-end adjustments based on actual COLA, number of bookings, and/or other budget accordingly the following year.

2 DAD = Department of Adult Detention

3 The Adult Detention budget contains personnel and support costs for all services described in Section 3.1 of this contract.

4 COLA = Cost of Living Adjustment

**Exhibit IV**  
**Net Maintenance Fee<sup>1</sup> - 1995**  
**DAD/DFM\* Unit Cost**

DAD Adopted 1995 <sup>2</sup>	\$46,151,663
Estimated COLA*	<u>782,340</u>
Total 1995 DAD Estimated Budget	46,934,003
Less: Booking Costs (Ref. Exhibit III)	(5,267,143)
Less: Maintenance	<u>336,931</u>
Subtotal Less Booking Costs and Maintenance	<u>(5,267,143)</u>
Total Est. DAD Maintenance Budget	\$42,003,792
Direct Support Costs <sup>3</sup>	4,797,438
Indirect Support Costs <sup>4</sup>	
Subtotal Direct and Indirect Support Costs	<u>4,797,438</u>
DAD Budget + Direct & Indirect Costs	\$46,801,230
Less: County Revenues <sup>5</sup>	(1,693,077)
Less: KCDPS Transport Costs <sup>6</sup>	<u>(93,130)</u>
Subtotal Less CR and Transport Costs	<u>(1,786,207)</u>
Net Est. Total Maintenance Costs	\$45,015,023
Projected Number of Maintenance Days (2,410 x 365)	<u>879,754</u>
1995 Prisoner Day Maintenance Fee (NETMC/879,754)	\$51.17

- \* DAD = Department of Adult Detention
- \* DFM = Division of Facilities Management
- \* COLA = Cost of Living Adjustment

1. Year-end adjustments based on actual COLA, number of bookings, and/or other budget adjustments will increase or decrease the unit cost and the City billings will be adjusted accordingly in the following year.
2. The Department of Adult Detention expenditures for housing and guarding prisoners and for furnishing necessary Jail medical and health care services.
3. Direct County Support Costs, incurred by County departments other than DAD for operation, maintenance and repairs to the Jail. This cost category includes the costs of providing heat, ventilation, and air-conditioning, elevator maintenance and repair, garbage disposal, electricity, engineers, electricians, plumbers, custodians, steamfitters, carpenters, and all necessary materials and supplies, as provided in the King County Budget for the Department of Executive Administration, Facilities Management Division. All charges will be documented by work orders, invoices, etc. and will be actual costs considered in the year-end adjustment.

For City of Seattle only, a credit will be given for direct costs associated with use of the Public Safety Building (PSB) Jail by King County Adult Detention for that time period during which King County is using the PSB as a King County jail location; and for other direct support such as photography services on an actual basis.

4. Indirect Support Costs attributable to the Jail include the specialized support services such as window cleaning, supervisory functions of the above described direct costs, System Services development costs, and other appropriate Facilities Management costs attributable to the Jail as specifically agreed to by the City, which are based on percent of time allocated for the existing components of this cost category. These will be modified to reflect the actual costs incurred by the County at the year-end adjustment.
5. County Revenue Credits Accrue From:
  - a. DAD revenue from other jurisdictions, excluding booking and maintenance revenues from such other jurisdictions, including grants which provide revenue reflected as part of DAD expenditures, revenues from work release program, commissary revenue, revenue from involuntary treatment payments, revenues from abandoned property of persons, or similar Jail - related revenues;
  - b. Grants from other governmental agencies for or used in Jail maintenance or operations, but excluding grants for capital improvements or other municipal corporations in King County under a similar agreement; and
  - c. Grants and donations from private individuals.
  - d. Revenue credits exclude litigation expenses allocable under Section 7; any payments as punitive damages; depreciation; and general governmental expenses that would not qualify as an allowable cost under regulations for federal or state cost reimbursement contracts.
6. A credit is given for the salary and benefits costs of 2 FTE Corrections Officers from Court Detail (DAD), which covers the costs of services provided to the King County Department of Public Safety and does not benefit other City jurisdictions.

**Exhibit V**  
**Jail Advisory Committee**

**Committee Purpose:**

The purpose of the Committee is to provide consultation and recommendations to the King County Executive through the Department of Adult Detention on matters relating to policy, budgeting, billing, planning, and operations of the King County Jail.

**Committee Size and Composition**

The Committee shall be composed of eight persons including the following:

- County Executive Office Representative
- City of Seattle Representative
- Director, Department of Adult Detention
- Suburban City Mayor Representative (3)
- Suburban City Police Representative (2)

Further the representatives from the suburban cities should include representation from:

- cities with either correction or detention facilities;
- cities with "holding" facilities; and
- cities with no jail facilities.

The suburban members should also, to the extent feasible, represent cities from each of the major geographical areas of the County.

**Appointment of Members:**

The City of Seattle Representative will be appointed by the Mayor of Seattle. The suburban city representatives will be appointed through a process defined by the Suburban Cities Association in conjunction with the Police Chief's Association. At a minimum this process will include final identification of Committee members by the President of the Suburban Cities Association on an annual basis.

**Terms of Committee Membership:**

The composition of the Committee shall be reviewed annually in January during which time consideration will be given to changing and/or continuing specific members of the Committee.

**AN INTERIM INTERLOCAL AGREEMENT BETWEEN  
KING COUNTY AND THE CITY OF SHORELINE  
FOR PROVISION OF ROADS MAINTENANCE SERVICES**

This agreement is made and entered into this day by and between the City of Shoreline, hereinafter called "City," and King County, hereinafter called "County."

WHEREAS, the residents of the unincorporated King County area known as Shoreline have voted to become an incorporated city, and

WHEREAS, the City desires to provide quality road maintenance and traffic control services for its residents, and

WHEREAS, the Revised Code of Washington, Chapter 35.02.220, states in part that the County shall continue to provide roads maintenance services to the City at the preincorporation level for sixty (60) days from the official date of incorporation, and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide effective and cost efficient transportation services, and

WHEREAS, pursuant to RCW 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative actions;

NOW, THEREFORE, the County and City hereby agree:

**I. Transition Period**

- 1.1 The County agrees to provide road and traffic maintenance services to the City at the preincorporation level as required by RCW 35.02.220.
- 1.2 Such services will continue for sixty (60) days from the official date of incorporation or until forty (40) percent of the anticipated annual tax distribution from the road district tax levy is made to the newly incorporated city, whichever is shorter.
- 1.3 The City agrees that any change in service level will be initiated after the sixty-day period has expired.
- 1.4 The County and City shall each designate a liaison to coordinate service requests and other administrative tasks during the transition period.
- 1.5 The County and City shall outline and agree to a standard procedure for and other administrative tasks during the transition period.



- 1.6 The City hereby authorizes King County to provide road maintenance services on city road rights-of-way for the duration of the transition period.
- 1.7 The parties agree that the intent of this agreement is to clarify roles during the sixty-day transition period provided for in RCW 35.02.220., and that this agreement is an interim agreement only. The parties intend to enter into a more detailed interlocal agreement prior to the expiration of the sixty (60) day transition period.

IN WITNESS THEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF SHORELINE

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Approved as to Form

Approved as to Form

\_\_\_\_\_  
King County Prosecuting  
Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**INTERLOCAL AGREEMENT ESTABLISHING  
FILING FEES FOR MUNICIPAL CASES FILED IN KING  
COUNTY DISTRICT COURT**

Whereas, RCW 3.62.070, as amended, provides that cities shall be charged a filing fee for every criminal or traffic infraction action filed by cities in county district courts for municipal ordinance violations, and

Whereas, RCW 3.62.070, as amended, provides that such fees be established pursuant to an agreement as provided for in chapter 39.34 RCW, the Interlocal Cooperation Act, and

Whereas, King County, hereafter referred to as the "County" and the City of Shoreline, hereafter referred to as the "City", desire to enter into such an agreement to, among other things, describe the municipal court services to be provided by the County, establish filing fees for municipal cases filed in District Court at a mutually acceptable rate, and provide for a mechanism to adjust the filing fees on an annual basis;

BY THIS AGREEMENT, the County and the City mutually agree as follows:

1. General

- A. Purpose. The purpose of this Interlocal Agreement is to define the process for establishing filing fees to be paid by the City to the County for processing municipal cases filed by the City in District Court, a mechanism to adjust fees, and the court services to be provided by the County to the City.
- B. Municipal Cases and Municipal Court Services. The County shall provide court services for all municipal cases filed by the City in King County District Court. The County shall provide court services to the City at the same level as the County provides for the same type of cases originating in unincorporated King County.
  - 1. Municipal Cases. Municipal cases shall include all civil or traffic infraction actions, civil drug forfeiture actions and criminal citations/complaints filed by the City in District Court.
  - 2. Municipal Court Services. Municipal court services include all court services imposed by state statute, court rule, City ordinance, or other regulation as now existing or as hereafter amended, except that the County and City agree to review the filing fees in the event that changes in state statute, court rule, City ordinance, or other regulation require new municipal court services not included in the filing fee formula

established under this agreement or result in reductions or deletions in municipal court services provided by the County to the City. The filing fees provided in this agreement shall constitute full compensation for municipal court services currently provided by the County to the City.

Municipal court services currently provided by the County to the City are: the filing, processing, adjudication, and penalty enforcement of all municipal cases filed, or to be filed, by the City in District Court, including but not limited to issuance of search and arrest warrants, procedures for establishing bail arraignments and plea hearings, pretrial motions and evidentiary hearings, discovery matters, notification and subpoenaing of witnesses and parties, bench and jury trials, presentence investigations, sentencing, post-trial motions, the duties of courts of limited jurisdiction regarding appeals, and any and all other court functions as they relate to municipal cases filed by the City in District Court. The County shall provide all necessary judicial clerical personnel to perform such services in a timely manner as required by law and court rule.

- C. **Property.** This Interlocal Agreement does not provide for the acquisition, holding or disposal of real or personal property.
- D. **Financing.** There shall be no financing of any joint or cooperative undertaking pursuant to this Interlocal Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.
- E. **Marginal Cost Formula.** The filing fees are based on the application of filings and cost data into a marginal cost formula. The marginal cost formula determines the filing fee from four cost categories: 1) clerical, 2) extra judicial, 3) space, and 4) general operations and maintenance costs. The City's share of extra judicial, space and operations/maintenance costs are allocated on the percentage of municipal cases out of the total caseload. The clerical costs are allocated based on statistics collected by the District Courts which quantify time spent processing city cases. There will be no changes to the marginal cost formula or to the method of quantifying clerical time statistics without the approval of the City. A copy of the marginal cost formula applied to filings and cost data for 1995 is attached to this agreement.
  - (1) Clerical costs are defined as the actual expenditures for any and all clerical (court clerk and clerical supervisory) positions, both permanent

and temporary, full time or part time, employed at and by the District Court division in which the municipal cases are filed.

- (2) Extra judicial costs are defined as a division's actual expenditure for traffic magistrates employed at or by the district court division in which the municipal cases are filed. Traffic magistrates shall be used solely to hear mitigation hearings, provided that to the extent a division may choose to utilize traffic magistrates for other purposes, the actual expenditures charged to the City shall be limited to the use of the traffic magistrate for mitigation hearing purposes only.
- (3) Space costs are a division's actual expenditures for leased space. No additional charges are included in this contract for County owned buildings.
- (4) General operation and maintenance costs are defined as only those divisional expenditures for supplies and services which are affected by municipal filings, including office, copy machine and data processing supplies; banking services; postage; utilities; equipment repair; copy machine repair; other equipment rental such as postage meter rental; and printing.

F. Contract Administration and Services Monitoring Committee.

- (1) This agreement shall be administered by the King County Executive or his/her designee, and the Chief Executive Officer of the City or his/her designee.
- (2) A contract services monitoring committee, composed of a representative of the Chief Executive Officer of the City and a representative of the District Court Division Administration, will meet quarterly to review day to day operations, service provision and to resolve operational conflicts. The City and County shall notify the other in writing of its designated representative. Either party is authorized to convene a meeting with a minimum of ten (10) working days written notice to the other.
- (3) Any operational conflict that is not resolved by the contract services monitoring committee shall be referred to the Chief Executive Officer of the City and the Presiding Judge of the District Court.

**2. Filing Fees**

- A. **1995 Filing Fees.** The City agrees to pay a filing fee of \$17.74 for each traffic infraction action and to pay a filing fee of \$70.50 for all other actions filed in King County District Court, except as provided in Section 2.B. of this Interlocal Agreement. Provided, in cases where the bail or penalty is paid or forfeited as reported on the monthly District Court Caseload Report, the filing fee shall be reduced to three dollars (\$3.00). If the City terminates an existing Traffic Violations Bureau or otherwise causes cases to be sent to the District Court instead of to its existing Traffic Violations Bureau, the entire basis on which this agreement is based may be affected. Therefore, any City which intends to terminate an existing Traffic Violations Bureau must notify the County of their intent no later than July 15 of the year preceding the termination of the Traffic Violations Bureau. Failure to notify by the time specified will result in immediate recalculation of the filing fees paid by the City. Any City which intends to implement a new Traffic Violations Bureau must notify the County of their intent no later than July 15 of the year preceding the year of the Traffic Violations Bureau change.
- B. **Exceptions.** This Interlocal Agreement, however, does not apply in traffic cases wherein bail or penalty is forfeited to a violations bureau, in cases filed in municipal departments established pursuant to Chapter 3.46 RCW, or in cases where a city has contracted with another city for such services pursuant to Chapter 39.34 RCW.
- C. **Future Filing Fees.** The future filing fees will be calculated by the Office of the King County Executive on or about May 1 of each year. The previous calendar year's actual filings and actual costs will be applied to the "Marginal Cost Formula" to determine fees to be charged by each District Court for the coming year. The County will notify the City of the calculated fees on or about May 1st. Said calculated fees shall become the filing fee for the next year, except as otherwise limited by paragraph 2.D.

- D. Future Filing Fee Limits. If the new per case filing fees calculated under Section 2.C. of this Interlocal Agreement fluctuate from the previous year's fees for their Infractions or Citations/Complaints by plus or minus 10% or greater in the District Court division used by the City, the new fees must be studied and justified through renegotiation with all the Cities being served by that Court. If the parties are unable to renegotiate a new fee level by July 15, the parties agree to submit the fees to arbitration as provided by Section 3.C. of this contract. If the new fees fluctuate less than 10%, the increase or decrease in fees will be capped at plus or minus 6% without re-opening negotiations.
- E. Renegotiation In the event renegotiation is triggered for Cities whose new fees fluctuated by 10% or more under Section 2.D., all Cities will be notified and kept informed of the progress of the renegotiation process with the affected cities. Any change in the methodology for computing one city's filing fees will be available to all cities where appropriate.

### 3. Duration and Termination

- A. Duration. This Interlocal Agreement shall remain in full force and effect upon signature and shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the County or City notify the other party in writing of its intent to terminate as provided in Section 3.B. of this Interlocal Agreement.
- B. Termination Notice. Any Notification of intent to terminate this Interlocal Agreement must be received by the other party no later than July 15th preceding the date of termination. The date of termination is the end of the last day of the calendar year in which a Termination Notice is properly tendered.
- C. Renegotiation and Arbitration.
- (1) If the parties are unable to renegotiate filing fees prior to July 15, and neither party desires to terminate pursuant to Section 3.B. above, the County and City agree to submit the issue to arbitration pursuant to Chapter 7.04 RCW and the County and City shall be entitled to the same rights and subject to the same duties as other parties who have agreed to submit to arbitration pursuant to Chapter 7.04 RCW, as currently existing or as hereafter amended.

- (2) The renegotiation of the filing fees may also be triggered in the event of a material change in the type, level, or method of delivery of services provided by the County under this agreement. Material change is defined for the purposes of this section to mean a variation of more than ten (10) percent from the prior year in the cost categories as described in Section 1.F. The County shall notify cities of its intent to implement a material change no later than September 1 of any year in order for the material change to be effective for the next year. Such renegotiation may take place once per year only, and must occur during the period of from September 1 through October 31 and conclude no later than October 31 for the year following. Should either party wish to terminate the contract subsequent to the renegotiation period for these purposes, such notification of termination must be provided no later than December 1 for withdrawal no earlier than July 1 of the year following.

- D. Interim Filing Fee. If, in the event of termination or renegotiation, a new filing fee is not established by negotiation or arbitration prior to the start of the new calendar year, the most recent fee established under the terms of this Interlocal Agreement shall remain in full force and effect until a new fee is determined by negotiation or arbitration.

4. Indemnification.

- A. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the city from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulation, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- B. The City shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the City), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the City's acts, errors or omissions with respect to the subject matter of this agreement, provided, however, that

- (1) the City's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the County, its officers, agents or employees; and
  - (2) the City's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the City and the County shall apply only to the extent that the City's actions or negligence caused or contributed thereto.
- C. The County shall indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of the County), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of the County's acts, errors or omissions with respect to the subject matter of this agreement, provided, however, that
- (1) the County's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of the City, its officers, agents or employees; and
  - (2) the County's obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of the County and the City shall apply only to the extent that the County's actions or negligence caused or contributed thereto.



- D. Each party to this agreement is an independent contractor with respect to the subject matter herein. Nothing in this agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County employees by virtue of their employment. Nothing in this agreement shall make any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.
5. Survival. The provisions of Sections 3.D and 4 shall survive the expiration and termination of this agreement with respect to any event occurring prior to such expiration or termination.
6. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee; or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designed by the addressee by written notice to the other party:

To County:            King County Executive  
                             Room 400, King County Courthouse  
                             516 Third Avenue  
                             Seattle, Washington 98104

To City:                City Manager  
                             City of Shoreline  
                             17544 Midvale Avenue North  
                             Shoreline, Washington 98059

7. Successors. This Interlocal Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successor, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County

City of Shoreline

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Presiding Judge of the District Court

\_\_\_\_\_  
Date

Attachment: Application of Marginal Cost Formula for 1995

Final 1996 District Court Municipal Fees

9604

	1996 Shoreline
<b>Clerical Costs</b>	
Total FTE's	14.00
Total Salary & Benefits	507,049
Average \$/FTE	36,218
Bodies	14.00
Total Salary	378,751
Total Benefits	128,296
Infraction	0.90
Citation	3.45
<b>Miscellaneous Costs</b>	
Mag. & Traffic	3,787
Extra Help	4,444
Space	0
Operations & Maintenance	38,638
Total Miscellaneous	46,869
Total Municipal and State/Co. filings	13,363
less Forfeitures	3,971
NET Municipal and State/Co. Filings	9,392
<b>Total Municipal Filings</b>	
Total Infraction Filings	4,207
Less Bail Forfeitures	1,650
Net Infractions	2,557
Percentage of Net Total	27.22%
Total Citation Filings	1,982
Less Bail Forfeitures	74
Net Citations	1,907
Percentage of Net Total	20.31%
<b>Summary Costs</b>	
<b>Infractions</b>	
Clerical Costs	32,596
Miscellaneous	12,759
Total	45,355
Total Municipal Infractions	2,357
Infraction Fee	17.74
<b>Citations</b>	
Clerical Costs	124,951
Miscellaneous	9,518
Total	134,470
Total Municipal Citations	1,907
Citation Fee	70.50
<b>Total City Costs by Division</b>	
New Infraction	50,306
Fees Citation	134,692
1996 Total	184,998

Calculation prepared by King County District Court Fiscal Manager on June 9, 1995. Shoreline Caseload data was estimated using the filings by King County Police Officers during the first three months of 1995. This was then compared to all filings in the division for that same period.

**Interlocal Agreement Between  
King County and the City of Shoreline**  
Relating to Animal Control

This AGREEMENT entered into this 31 day of August, 1995 between KING COUNTY, State of Washington, hereinafter referred to as the "County", and the municipal corporation of Shoreline, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the City, pursuant to RCW 39.34.010 and 39.34.080, is authorized to and desirous of contracting with the County for the performance of Animal Control Services; and,

WHEREAS, the County is authorized by Section 120 of the King County Charter and King County Code 11.02.030 to render such services and is agreeable to rendering such services on the terms and conditions hereinafter set forth and in consideration of payments, mutual covenants and agreements herein contained.

IT IS, THEREFORE, covenanted and agreed as follows:

1. Obligations:

- 1.1. In consideration of the promise of the City and payment of the sum hereinafter set forth, the County promises to:
  - 1.1.1. Perform consistent with available resources all services relating to licensing and enforcement of City ordinances pertaining to Animal Control as set forth in the city Ordinance Number \_\_\_\_\_;
  - 1.1.2. Provide the same degree, type, and level of service as is customarily provided to residents of unincorporated King County;
  - 1.1.3. Furnish licenses and application forms for said licenses to the City for sale to the public at the City Hall;
  - 1.1.4. Except as set forth in section 7.1 below, services to be provided by the County pursuant to this agreement do not include legal services, which shall be provided by the City at its own expense.
- 1.2. In consideration of the promises of the County herein before set forth, the City promises to:
  - 1.2.1. Enact an ordinance or resolution which is substantially similar to Title 11 King County Code as now or hereafter amended. For the purpose of this subsection, "substantially similar" shall be defined to include, at a minimum, identical license, late penalty, and impound/redemption/sheltering fees with those provided in Title 11 King County Code;

1.2.2. Delegate to the County the following:

1.2.2.1. The power to determine eligibility for licenses issued under the terms of the City ordinance, subject to the conditions set forth in said ordinance and subject to the review power of King County Board of Appeals;

1.2.2.2. The power to enforce terms of the City ordinance, including the power to deny suspend or revoke licenses issued thereunder, and subject to the review power of the King County Board of Appeals.

1.3. Nothing in this agreement is intended to divest the City of authority to issue notices of violations and court citations for alleged violations of City ordinances. The authority to issue notices of violations and court citations may be exercised by either the County or City.

2. Compensation and Method of Payment: The City shall reimburse the County for the services as delineated in this contract in the following manner:

2.1. The County shall receive all fines and fees collected by the County pursuant to the licensing of dogs, cats, kennels, hobby kennels, pet shops, animal shelters, and grooming parlors subject to the following rebate provisions:

\$1.00 for each dog license sold at the City Hall shall be rebated to the City;  
\$.75 for each cat license sold at the City Hall shall be rebated to the City;

2.2. The County shall receive all impound and redemption fees charged against animals.

3. Time of Performance: This agreement shall be effective the 31 of August, 1995, and shall automatically renew from year to year unless otherwise modified or terminated as provided hereinafter. The County reserves the right to increase fees or modify the rebate provisions of Section 2.1 of this agreement.

4. Modifications: The parties agree that this agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. The parties reserve the right to modify this agreement. Any modifications of this agreement shall be in writing, signed by both parties, and affixed to this original agreement.

5. Termination: This agreement may be terminated without cause only after thirty (30) days written notice received by one party given by the other. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for immediate termination upon notice received by one party given by the other. Any termination of this agreement shall not terminate any obligation of either party incurred prior to such termination, nor shall it affect the validity of any license issued pursuant to the City ordinance.

6. Mutual Covenants: Both parties understand and agree that the County is acting hereunder as an independent contractor, with the intended following results:
- 6.1. Control of personnel, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the County;
  - 6.2. All persons rendering services hereunder shall be for all purposes employees of the County, although they may from time to time act as commissioned officers of the City;
  - 6.3. The contract person for the City regarding citizen complaints, service requests and general information on animal control services is the Chief of King County Animal Control;
  - 6.4. In the event of a dispute between parties as to the extent of the service to be rendered hereunder, or the minimum level or manner of performances of such service, the determination of the Director of the King County Department of Executive Administration shall be the final and conclusive in all respects between parties hereto.
7. Indemnification:
- 7.1. The county shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
  - 7.2. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

Shoreline Interlocal Agreement: Animal Control

- 7.3. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, include all chargeable costs and attorney's fees.
- 8. Audits and Inspection: The records and documents with respect to all matters covered by this contract shall be subject to inspection, review or audit by the County or City during the term of this contract and six (6) years after termination hereof.
- 9. Non-Discrimination: The County certifies that it is an Equal Opportunity Employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines in Revised Order 4 of the United State Department of Labor.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

King County

City of Shoreline

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
Date  
Approved as to Form

\_\_\_\_\_  
King County  
Deputy Prosecuting Attorney

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date