

RESOLUTION NO. 25-1993

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE FOREST PARK, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LYNNWOOD, WASHINGTON, AND CITY OF LAKE FOREST PARK FOR INMATE HOUSING JAIL SERVICES

WHEREAS, the City of Lake Forest Park and City of Lynnwood have been parties to an interlocal Agreement for jail services since 1997; and

WHEREAS, the City of Lynnwood stopped jail services in 2021 with the City of Lake Forest Park as it built a new jail facility; and

WHEREAS, the City of Lynnwood has completed the new jail facility and is ready to offer jail services again; and

WHEREAS, the City of Lake Forest Park desires to begin using the new City of Lynnwood jail facility; and

WHEREAS, the city attorney has reviewed and approved the form of the Agreement as drafted.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lake Forest Park, as follows:

Section 1. AUTHORIZATION. The Interlocal Agreement between the City of Lake Forest Park and City of Lynnwood for inmate housing jail services is approved, and the Mayor is authorized to sign the Interlocal Agreement in substantially the same format as attached hereto as Attachment A.

Section 2. CORRECTIONS. The City Clerk is authorized to make necessary corrections to this resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers, and any references thereto.

PASSED BY A MAJORITY VOTE of the members of the Lake Forest Park City Council this 9th day of January, 2025.

APPROVED:

Thomas French

Thomas French (Jan 10, 2025 20:33 PST)

Tom French
Mayor

ATTEST/AUTHENTICATED:

Matt McLean

Matt McLean, City Clerk

FILED WITH THE CITY CLERK: January 6, 2025
PASSED BY THE CITY COUNCIL: January 9, 2025
RESOLUTION NO.: 25-1993

ATTACHMENT A

INTERLOCAL AGREEMENT FOR JAIL SERVICES

BETWEEN THE CITY OF LYNNWOOD and CITY OF LAKE FOREST PARK

This INTERLOCAL AGREEMENT IS FOR JAIL SERVICES BETWEEN THE CITY OF LYNNWOOD and the CITY OF LAKE FOREST PARK. This "Agreement", is made and entered into this 1st day of January 2025, by the City of LYNNWOOD, a municipal corporation of the State of Washington ("Lynnwood"), and the CITY OF LAKE FOREST PARK, a municipal corporation of the State of Washington (individually, a "Party" and collectively, the "Parties").

RECITALS

A. Lynnwood, through the Lynnwood Police Department Detention Division ("Corrections") currently maintains and operates a correctional facility known as the Lynnwood Jail (the "Jail"). In order to assist other jurisdictions, the Lynnwood Jail, from time to time, will enter into interlocal agreements to confine in the Jail persons from other jurisdictions.

B. The Lynnwood Jail has the statutory power and authority to maintain and operate a correctional facility and to confine inmates therein.

C. A participating jurisdiction who desires to confine, in the Jail, persons who have been arrested, detained, or convicted by that municipality for a criminal offense, and the Lynnwood Jail is willing to furnish its Jail facilities and personnel in exchange for payment from said Party for 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 Lynnwood Jail and the CITY OF LAKE FOREST PARK agree as follows:

ARTICLE 1 - PURPOSE

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 CITY OF LYNNWOOD and CITY OF LAKE FOREST PARK, to work together efficiently and effectively in order that the Lynnwood Jail may provide the CITY OF LAKE FOREST PARK, 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.

ARTICLE 2 - EFFECTIVE DATE AND DURATION

2.1 This Agreement shall govern jail services beginning on January 1st, 2025 (hereafter "Effective Date"), through December 31, 2026, unless earlier terminated pursuant to the provisions of Section 12 or 13, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed annually by written notification from the City of Lynnwood to the Party no later than ninety (90) days prior to the expiration of the applicable contract Term.

2.2 This Agreement shall be filed with Lynnwood's Procurement Office or listed on either Party's website or other electronically retrievable public source, as provided by RCW 39.34.040.

ARTICLE 3 - ADMINISTRATORS

3.1 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:

Lynnwood Police Administrator:

Lynnwood Jail Manager

City of Lynnwood Police Department

19321 44th Ave W Lynnwood, WA 98036

City of LAKE FOREST PARK Administrator Name:

Mike Harden

Title: Chief of Police

17425 Ballinger Way NE,

Lake Forest Park, WA 98155

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party within 45 days of designation.

ARTICLE 4 – LYNNWOOD’S ACCEPTANCE OF INMATES, MEDICAL TREATMENT, JAIL SERVICES, AND REMOVAL OF INMATES

4.1 Acceptance of Inmates

As described in this section and subject to the conditions set forth in Section 4 below, Lynnwood will accept contract agency Inmates for purposes of confinement and hold such 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 responsible city. Upon Lynnwood’s request, the CITY OF LAKE FOREST PARK shall, at its expense, retake any of their inmates within twelve (12) hours after receipt of such request. In the event the confinement of any contracted agency inmate is terminated for any reason, the CITY OF LAKE FOREST PARK shall, at its expense, retake such inmate from Lynnwood Jail.

4.2 Jail Services

Lynnwood agrees to provide the CITY OF LAKE FOREST PARK with jail services, including the confinement of that agency’s inmates in the Lynnwood Jail, as specified in this Agreement. The CITY OF LAKE FOREST PARK acknowledges that these services will be provided under the operational management of the Lynnwood Jail.

4.3 CITY OF LAKE FOREST PARK Inmates

The CITY OF LAKE FOREST PARK shall be responsible for delivering their Inmates to the Jail, ensuring compliance with applicable laws and regulations regarding the transport and transfer of inmates fit for incarceration. Lynnwood, in turn, shall accept and confine that agency’s Inmates in accordance with the terms outlined herein.

4.4 Effect of Ordinance, Policies, Procedures, Rules, and Regulations

The Jail will be administered by the Lynnwood Police Department in accordance with the ordinances, policies, procedures, rules and regulations of the Lynnwood Police Department and Lynnwood Jail and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of municipal jails. The CITY OF LAKE FOREST PARK and its inmates shall be subject to Lynnwood ordinances, policies, procedures, rules and regulations relating to Jail operations, including any emergency security rules imposed by the Jail Manager, or their designee as identified by the Chief of Police, PROVIDED, HOWEVER, that nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of Lynnwood except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by Lynnwood, or its judicial and law enforcement agencies, to the CITY OF LAKE FOREST PARK, of Lynnwood’s duty to supervise Lynnwood Inmates.

4.5 Access to contracted bed Inmates

The CITY OF LAKE FOREST PARK, its officers, employees, or agents, may interview its 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.

4.6 Transport of contracted bed Inmates

The CITY OF LAKE FOREST PARK shall provide or arrange for transportation and security of its inmates to and from the Lynnwood Jail, including to and from in-person court appearances, except when (a) Lynnwood determines, in its sole discretion, that emergency transportation is necessary in order to secure medical and/or psychiatric evaluation or treatment, or (b) Lynnwood determines, in its sole discretion, that transportation is required to support the orderly operation of the Jail. The CITY OF LAKE FOREST PARK shall attempt to provide the Lynnwood Jail with at least twenty-four (24) hours' notice prior to transporting a contracted agency Inmate from the Jail. In any case in which Lynnwood is required to transport the inmate pursuant to subsection (a) or (b) of this paragraph, Lynnwood shall be reimbursed by the contracting agency for any actual expense incurred in transport of an inmate if, in fact, transportation of an inmate by Lynnwood becomes necessary. Such transportation shall be calculated based upon the time required for transport at the correction officer over time rate of \$70.00 per hour.

4.7 Video Court

For the fee set forth in Section 10.5, Lynnwood will provide the CITY OF LAKE FOREST PARK with use of the Jail's "Video Court" services, which include, by way of example but not by way of limitation, the following types of services: use of Lynnwood's video camera(s), audio technology, and the video courtroom facility; scheduling inmates for appearances by video; and escorting of inmates to and from the video courtroom.

The City shall have the discretion to set the date, time, and duration of the contracting city's Video Court proceedings. The Lynnwood Jail, in its sole discretion, will establish a maximum number of contracted Inmates for each video courtroom calendar based upon operational limitations. The CITY OF LAKE FOREST PARK will provide the Lynnwood Jail with a proposed Video Court Schedule within thirty (30) days after execution of this Agreement. The Lynnwood Jail may change or cancel the agency's Video Court Schedule by providing them with at least seven (7) calendar days' written notice. Lynnwood will deliver contracted Inmate(s) to a video courtroom prior to the Inmate(s) hearing time so that the contracted jurisdiction Inmate(s) may prepare for the hearing and meet with his or her respective legal counsel.

When feasible, the CITY OF LAKE FOREST PARK shall provide the Lynnwood Jail with all paperwork requiring the signature of that agency's Inmate(s) at least thirty (30) minutes before the start of the jurisdiction's scheduled Video Court time. In the event of a technical problem that the Parties are unable to repair in a timely manner, the Parties shall work together to reschedule the impacted hearings to be reheard as soon as practicable and at minimum, within two (2) judicial days.

4.8 Medical Treatment

- (A) Inmates shall receive medical, behavioral health counseling, and dental treatment when emergent and necessary to safeguard their health while housed in the Jail. Lynnwood shall provide routine medical services in the Lynnwood Jail. The CITY OF LAKE FOREST PARK shall be responsible for any and all medical, dental, or mental health costs including but not limited to prescriptions, appliances, supplies, emergency transport associated with the delivery of any emergency and/or medical service provider to the contracted agency inmates.
- (B) If Lynnwood becomes aware that a contract agency inmate is in need of medical health care requiring the assistance of a medical health care services provider, then Lynnwood shall make reasonable efforts to notify the CITY OF LAKE FOREST PARK prior to obtaining said service. If the CITY OF LAKE FOREST PARK is contacted and does not authorize Lynnwood to obtain the service, then they shall, within one hour, pick up the inmate from the Jail. Provided, in the case of emergency, Lynnwood may notify the CITY OF LAKE FOREST PARK after the service has been provided.
- (C) An adequate record of all such services shall be kept by Lynnwood in accordance with HIPAA regulations for the contract agency to review at its request. Any medical or dental services of major consequence shall be reported to the CITY OF LAKE FOREST PARK as soon as time permits.
- (D) The CITY OF LAKE FOREST PARK shall be responsible for any and all costs incurred by or on behalf of a CITY OF LAKE FOREST PARK inmate requiring hospitalization. If necessary, the CITY OF LAKE FOREST PARK shall reimburse Lynnwood the dollar-for-dollar amount expended, or cost incurred by Lynnwood in providing the same. Upon payment from the contracted agency for the inmate's health care expense, Lynnwood will assign to the CITY OF LAKE FOREST PARK, if requested, any and all right to reimbursement for medical expenses authorized under RCW 70.48.130. Except in emergencies, the CITY OF LAKE FOREST PARK will be notified by a duty supervisor at the Lynnwood Police Department prior to the inmate's transfer to a hospital and nothing herein shall preclude the CITY OF LAKE FOREST PARK from retaking the ill or injured inmate. In the event a contracting agency inmate is taken by emergency to a hospital, Lynnwood shall notify the CITY OF LAKE FOREST PARK designee as soon as possible of transport, the contracting agency is responsible for providing security during any time of hospitalization.

4.9 Community Corrections

Lynnwood does not offer a contracted Community Corrections Program or alternatives to confinement. The term "Community Corrections Program" and "alternatives to confinement" includes but is not limited to: Electronic Home Detention, Work Education Release, and Work Crew.

If the CITY OF LAKE FOREST PARK wishes to provide a Community Corrections Program and/or "alternatives to confinement" options for contracted agency Inmates, they shall not book such Inmates into the Lynnwood Jail.

4.10 Administrative Booking

Upon request by the arresting officer, and when not otherwise prohibited by statute, court rule or court order, the CITY OF LAKE FOREST PARK may administratively book and immediately release that Inmate. The CITY OF LAKE FOREST PARK shall have the option of completing an administrative book and release at the Lynnwood Jail or transporting their inmate to another jail. Lynnwood further reserves the right to administratively book and immediately release a contracting agency Inmate when, in the sole discretion of the Lynnwood jail Manager, or their designee, the Lynnwood Jail is unable to accept that agency's Inmate for housing and when such action is not otherwise prohibited by statute, court rule or court order.

4.11 Removal of contracting Inmate from Jail

An inmate from the CITY OF LAKE FOREST PARK, legally confined in the Lynnwood Jail, shall not be removed from the Jail by any person except:

- (A) When requested by that jurisdiction's Police Department in writing authorizing such release;
or
- (B) Upon court order in those matters in which said court has jurisdiction over such inmate;
- (C) For appearance in the court in which a contracted inmate is charged;
- (D) In compliance with a Writ of Habeas Corpus;
- (E) For interviews by contracted attorney or member of that agency's Police Department; or
- (F) If the inmate has served their sentence, or the charge pending against said inmate has been dismissed, or bail or other recognizance has been posted as required by the courts; or
- (G) For other scheduled court appearance, including those for which they are not being held; or
- (H) For medical care and court ordered evaluations.

ARTICLE 5 - PAYMENT PROCEDURES

5.1 Invoice Submission

Lynnwood shall submit monthly invoices to the CITY OF LAKE FOREST PARK for jail services rendered. Invoices shall include the number of contracted Inmates, the duration of their stay, medical services, and any corresponding charges or fees.

5.2 Payment Terms

Payments for jail services provided under this Agreement shall be due within thirty (30) calendar days of issuance of the monthly electronic invoice. Late payments may accrue interest at a rate of 3% per month.

5.3 Records

Each Party may request verification of records to validate charges.

ARTICLE 6 - INSURANCE

6.1 Liability Insurance

Lynnwood shall maintain appropriate liability insurance coverage to protect against claims arising out of the provision of jail services. The Agency shall maintain liability insurance covering its employees and agents involved in the transportation and transfer of Agency Inmates.

ARTICLE 7 - INDEMNIFICATION

7.1 Defense and Indemnification

Lynnwood shall indemnify and hold harmless the CITY OF LAKE FOREST PARK and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Lynnwood its officers, agents, and employees, or any of them relating to or arising out of services performed pursuant to this Agreement. In the event any such suit based upon such a claim, action, loss, or damages is brought against the contracting agency. Lynnwood shall defend the same at its sole cost and expense; provided that Lynnwood 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 OF LAKE FOREST PARK, and its officers, agents, and employees, or any of them, or jointly against that jurisdiction and Lynnwood and their respective officers, agents, and employees, or any of them, the CITY OF LAKE FOREST PARK shall satisfy the same.

The CITY OF LAKE FOREST PARK shall indemnify and hold harmless Lynnwood and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission CITY OF LAKE FOREST PARK, its officers, agents, and employees, or any of them relating to or arising out this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against Lynnwood, the CITY OF LAKE FOREST PARK shall defend the same at its sole cost and expense; provided that Lynnwood 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 Lynnwood, and its officers, agents, and employees, or any of them, or jointly against the City and the CITY OF LAKE FOREST PARK and their respective officers, agents, and employees, or any of them, Lynnwood shall satisfy the same.

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.

Liability Related to Lynnwood Ordinances, Policies, Rules, and Regulations

In executing this Agreement, the CITY OF LYNNWOOD does not assume liability or responsibility for or in any way release the CITY OF LAKE FOREST PARK from any liability or responsibility which arises in whole or in part from the existence or effect of that jurisdiction's ordinances, policies, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such, the CITY OF LAKE FOREST PARK ordinance, policy, rule or regulation is at issue, they shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the CITY OF LAKE FOREST PARK, Lynnwood or both, shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

Article 8 - CONDITIONS OF ACCEPTANCE OF CITY OF LAKE FOREST PARK INMATES

8.1 Conditions

Lynnwood shall provide services to the CITY OF LAKE FOREST PARK subject to the conditions set forth in this section. Should the Lynnwood Jail, in its sole discretion, decline to accept or retain custody of a contracted agency Inmate for any of the reasons identified in this agreement, the Lynnwood Jail shall notify the arresting officer in person or the contracting city's law enforcement agency of the non-acceptance and the reason for the non-acceptance.

Acceptance of a CITY OF LAKE FOREST PARK Inmate into the Lynnwood Jail shall be conditioned upon the following:

8.2 Obligation to Abide by Policies and Procedures

The contracting agency, its officers, employees, and agents shall follow all Lynnwood Jail policies and procedures.

8.3 Documentation for Legal Basis for Confinement

Absent proper documentation providing a legal basis for confining the CITY OF LAKE FOREST PARK's Inmate, Lynnwood will have no obligation to receive said 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, a probable cause statement from the arresting officer and/or properly completed criminal citation.

8.4 Healthcare Clearance

The Lynnwood Jail will have no obligation to receive into custody or retain custody of a contracting agency Inmate absent a determination, on an ongoing basis, by Jail medical staff that the agency's Inmate (a) is medically and psychiatrically able to be housed in the Jail, and (b) does not need medical and/or psychiatric attention that would require treatment at a hospital or other type of health care facility. At all times, the Lynnwood Jail's Police Administrator, or their designee, shall have final authority to determine whether a CITY OF LAKE FOREST PARK's Inmate is medically and/or psychiatrically fit for Jail.

8.5 Population Limits

The Lynnwood Jail shall have the right to return the contracting agency's Inmates back to the CITY OF LAKE FOREST PARK's 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 MAPL applies to the overall number of inmates but may also be applied to specific populations of inmates (i.e. security level, medical need, mental health need, etc.). The Lynnwood Chief of Police, or their designee, shall determine, in their 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 Lynnwood determines that inmates must be removed from the Jail, priority for removal shall be as follows:

- (A) Inmates from out-of-County jurisdictions in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the Lynnwood Jail; then
- (B) Inmates from out-of-Lynnwood jurisdictions, in reverse order from the date of execution of the respective jurisdictions' interlocal agreements with the Lynnwood; then
- (C) Inmates confined on Lynnwood charges or commitments.

The Lynnwood Jail Manager shall have final authority on MAPL reduction measures, and in the event the Lynnwood Jail determines that the CITY OF LAKE FOREST PARK Inmate(s) shall be removed from the Jail according to this priority schedule, the Lynnwood jail will provide seventy-two (72) hours' notice to remove contract agency Inmates.

8.6 Earned Early Release

Lynnwood will release the CITY OF LAKE FOREST PARK Inmate(s) in accordance with applicable statutes governing the calculation of jail commitments, including with respect to earned release time pursuant to Chapter 9.94A.729 RCW and Chapter 9.92.151 RCW.

ARTICLE 9 – PAYMENT FOR SERVICES

9.1 Proportional Billing

Lynnwood employs proportional billing practices when invoicing jurisdictions for Services. Attached hereto as Exhibit A, and incorporated herein by this reference, is an explanation of Lynnwood's proportional billing practices. Commensurate with these practices, the CITY OF LAKE FOREST PARK shall be invoiced only its proportionate share of the applicable Fees and Costs, as defined in Section 10 below, for a contracted Inmate under either of the following circumstances:

- (A) The CITY OF LAKE FOREST PARK 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 that agency's municipal or district court, (b) is not being held on any active contracting agency felony charge, and (c) cannot be removed by a federal agency without regard to local charges; OR
- (B) The CITY OF LAKE FOREST PARK Inmate is being held (a) on criminal misdemeanor or gross misdemeanor charge(s) (whether formally arraigned) or on a warrant or court order

issued by that agency's municipal court, and (b) by the State of Washington for violation of the Offender Accountability Act, and the CITY OF LAKE FOREST PARK has declined to transfer custody to the State of Washington.

ARTICLE 10 – FEES AND COSTS

10.1 Definitions

Booking: means the act of registering, screening, and examining inmates for confinement in the Jail.;

Administrative Booking, pursuant to Section 4.10, means the act of 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.

The rates and fees are as follows:

10.2 Daily Housing Rate

In consideration of the jail services provided by the Lynnwood Jail, the CITY OF LAKE FOREST PARK agrees to pay a daily housing rate of \$198.00 per agency Inmate per day. This rate shall cover the cost of incarceration, including but not limited to accommodation, meals, visitation, electronic media, communication, and basic medical services.

10.3 Booking Fee

The CITY OF LAKE FOREST PARK shall pay a one-time booking fee of \$100 for each contracting Inmate who undergoes the administrative booking process. This fee is intended to cover the administrative costs associated with intake screening, medical screening, re-entry services, and scheduling wellness exams when admitting contracting Inmates into the Jail.

10.4 Advanced Medical Treatment

Advanced Medical Treatment is any treatment requiring additional medical visits beyond screening, medication, or scheduled wellness checks. Each CITY OF LAKE FOREST PARK Inmate requiring medical care in addition to, or beyond the scope of care provided by in-facility contracted medical services will be contacted and/or billed per section 4.6.

10.5 Video Court Fee

Agencies may elect their inmates to attend court proceedings remotely for an additional \$100 fee for each court appearance. This fee shall cover attendance for scheduled video court hearings, inmate movement, and security unless the contracting agency elects to transport their inmates to and from court through scheduled borrow out requests. Agencies transporting their housed inmates to and from court do not incur an additional fee.

10.6 Invoicing and Payment

The Lynnwood Jail shall provide the contracting agency with monthly invoices detailing the number of contracted Inmates, the duration of their stay, and the corresponding charges. Payment by the CITY OF LAKE FOREST PARK for services rendered under this Agreement shall be made within thirty (30) calendar days of issuance of electronic invoice.

Should the Parties renew this Agreement beyond December 31, 2026, additional annual increases shall be calculated pursuant to Section 10.7.

10.7 Rate increases

Beginning January 1, 2025, the Booking Fees and Daily Housing Rates listed in Sections 10.2 and 10.3 shall increase on January 1st of each proceeding calendar year during the term of this Agreement. The Lynnwood Jail shall provide the contracting agency notice of the Booking Fee and Daily Housing Rate increase by July 1st of each preceding year.

ARTICLE 11 – TERMINATION FOR CONVENIENCE, DEFAULT, AND REMEDIES

11.1 Termination for Convenience

Either Party may terminate this Agreement for convenience upon providing written notice to the other Party at least thirty (30) calendar days prior to the intended termination date.

11.2 Default

If either Lynnwood or the CITY OF LAKE FOREST PARK 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.

11.3 Remedies

In the event of a Party's Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 12 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 OF LAKE FOREST PARK fails to make payment on an outstanding invoice within the time to cure and the Lynnwood Jail has not disputed the invoice as provided in Section 10.6, the Lynnwood Jail shall have no further right under this Agreement to deliver custody to or otherwise house THE CITY OF LAKE FOREST PARK Inmates at the Jail and shall, at the Lynnwood Jail's request, remove all contracted agency Inmates from the Jail within seventy two (72) hours . Thereafter, the Lynnwood Jail may, in its sole discretion, accept CITY OF LAKE FOREST PARK Inmates to the Jail if all outstanding invoices are paid.

ARTICLE 12 – EARLY TERMINATION

12.1 Lack of Funding

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 Lynnwood immediately by delivering written notice to the CITY OF LAKE FOREST PARK. The termination notice shall specify the date on which the Agreement shall terminate.

12.2 Calculation of Costs Due Upon Early Termination

Upon early termination of this Agreement as provided in this Section 12.1, the CITY OF LAKE FOREST PARK shall pay the Lynnwood Jail for all Services performed up to the date of termination. Lynnwood shall notify the contracting agency within thirty (30) calendar days of the date of termination of all remaining costs. No payment shall be made by the CITY OF LAKE FOREST PARK for any expense incurred or services performed following the effective date of termination unless authorized in writing by that agency.

ARTICLE 13 - 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 for mediation to a mediator mutually selected by the Parties. If mediation is not successful, either of the Parties may institute legal action for specific performance of this Agreement or for damages. The prevailing Party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

ARTICLE 14 – 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.

ARTICLE 15 - MISCELLANEOUS

15.1 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.

15.2 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.

15.3 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. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 Independent Contractor

Lynnwood will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the CITY OF LAKE FOREST PARK. Lynnwood shall be solely responsible for control, supervision, direction, and discipline of its personnel, who shall be employees and agents of Lynnwood and not the contracting agency. Lynnwood has the express right to direct and control Lynnwood's activities in providing the Services in accordance with the specifications set out in this Agreement. Lynnwood shall only have the right to ensure performance.

15.10 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.

15.11 No Separate Entity Necessary

The Parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

15.12 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.

15.13 No Third-Party Beneficiaries

This Agreement and each and every provision hereof is for the sole benefit of the CITY OF LAKE FOREST PARK and Lynnwood. No other persons or Parties shall be deemed to have any rights in, under or to this Agreement.

15.14 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.

15.15 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.

SIGNATURES

City of LAKE FOREST PARK

By: _____

Printed: Thomas French

Title: Mayor

Date: _____

City of LYNNWOOD

By:  _____

Printed: Christine Frizzell

Title: Mayor

Date: 12/16/2024

Approved as to Form:

By: _____

Printed: Kim Adams Pratt

Title: City Attorney

Date: _____

Approved as to Form:

By:  _____

Printed: Lisa Marshall

Title: City Attorney

Date: 12/16/2024

Attest:

By: _____

Printed: Matt McLean

Title: City Clerk

Date: _____

Attest:

By:  _____

Printed: Luke Lonie

Title: City Clerk

Date: 12/16/2024

EXHIBIT A

Proportionate Billing

The City 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 City 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 City for determining the billable charges and responsible jurisdictions is outlined below and references the City's 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.

- If there is one confirmed misdemeanor charge from one jurisdiction, invoice 100% of cost to the CITY OF LAKE FOREST PARK.
- If there is more than one confirmed misdemeanor charges from more than one jurisdiction, invoice each jurisdiction in equal shares.
- If a jurisdiction has multiple confirmed open misdemeanor charges, the jurisdiction is only invoiced as one element of the proportional billing process.

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

Drop jurisdictions with closed charges.

Example: The City of X has one open misdemeanor charge, and the City of Y has one open misdemeanor charge. If 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.