

LETTER OF UNDERSTANDING – JAIL SERVICES AGREEMENT

Date: January 29, 2003

To: Signatories to the Jail Services Agreement

Re: Interpretation of Jail Services Agreement

The purpose of this Letter of Understanding is to clarify the intent of certain provisions set forth in the Jail Services Agreement (JSA) dated effective November 1, 2002 to be entered into among King County and contract cities (Contract Cities).

1. Use of Proceeds from Sale of Property. Section 12 of the JSA provides for the transfer of certain real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E., Bellevue, Washington (Property). This provision provides that the "Property will be used to contribute to the cost of building secure capacity, or contracting for additional secure capacity, and, at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities" sufficient to enable the Contract Cities to meet the Contract Cities' contractual obligation to reduce city inmates as described in the JSA. The parties agree that neither this provision nor any provision in the JSA shall be interpreted to allow the Contract Cities to use the proceeds from the sale of the Property to subsidize any payments owed to the County under the terms of the JSA. The parties further agree that the intent of this provision is to provide financial assistance to cities to build or contract for additional secure jail capacity.
2. Use of the Property. The Contract Cities stipulate that no misdemeanor facility will be constructed on the Property.
3. Alternatives to Secure Incarceration: Section 12 of the JSA (cited above) allows the Contract Cities to use a portion of the proceeds from the sale of the property for alternative corrections facilities, so long as the Contract Cities also build or contract for additional secure capacity. The parties agree that, for the purpose of Section 12 of the JSA, "alternative corrections facilities" means facilities in which work release, electronic home detention, work crews, day reporting, evening reporting or other community programs are operated by the Contract Cities. This definition of "alternative corrections facilities" is not intended to alter, in any way, the definition of "Jail" found in section 1.10 of the JSA.
4. Authority of Jail Agreement Administration Group (JAG). Section 10 of the JSA creates the JAG to assist the parties in implementing the JSA, particularly in the billing and dispute resolution procedure found in section 4 of the JSA, and other matters as detailed in sections 3, 7, 10 and Exhibit 3 of the JSA. The parties agree that JAG shall be a forum to discuss and attempt to resolve such matters, but that JAG

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is not a voting body. The parties agree that JAG has no authority to make a final decision with regard to any matter related to the JSA. If any City, or the County, is not satisfied with the status of a matter after discussion in JAG, that party retains all rights to seek further legal redress as provided for in the JSA.


5. Authority to Execute this Letter of Understanding: David Moseley, Federal Way City Manager has been appointed as Chair of the Cities Negotiating Team. Pursuant to separate agreement among the Contract Cities, Mr. Moseley has been authorized to negotiate the terms and provision of the JSA for and on behalf of the Contract Cities. Mike Wilkins was the Chair of the County's Negotiating Team and has been delegated by the County Executive the authority to enter into this Letter of Understanding on behalf of the County.

Dated this 29th day of January, 2003

Contract Cities


By: David Moseley
Chair of Cities Negotiating Team

King County


By: Mike Wilkins
Chair of County Negotiating Team

cc: King County Council Members