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CONTRACT FACE SHEET

- Document Type:**
- Contract
 - MOU
 - Interlocal Agreement
 - Notice of Acceptance
 - Retainage
 - Franchise Agreement
 - Right of Way Use Agreement
 - Lien
 - Correspondence
 - Collective Bargaining Agreement
- Status:**
- New
 - Amendment
 - Change Order
 - Renewal
 - Cancellation

ECM Updated 11-19-2009 C added signature page

***Vendor Name:** City of Seattle (NE CITIES)

***JDE PO Number:** 811600-000

***Effective Date:** 12/01/2008

***Termination Date:** 06/30/2010

Amendment Effective Date: /

***Clerk's Receiving Number:** 44165

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7824 11.03.2008

CIP Number: /

Project Name: SEPA Nominal Lead Agency Agreement w/ NE CITIES

Site Name: /

Vendor Number: 92899

File Location: 09-258

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

PD Re-scan }
Re-index } 11-19-2009
ECM

Face Sheet Date: 04-15-2009 C JDE C

Scan/Index Date: 4-15-09 MT ECM ML

SEPA NOMINAL LEAD AGENCY AGREEMENT

This Agreement is made initially among The City of Bellevue; The City of Kirkland; The City of Redmond; The City of Seattle; and The City of Shoreline (each of which is referred to as a "Principal City"). Other cities may become Parties by amendment as provided in this Agreement.

Recitals:

The Principal Cities have determined that they will collectively study a new misdemeanor jail with a capacity of approximately 640 beds, which is estimated to be sufficient to serve their anticipated needs and the anticipated needs of the other Northeast Cities, listed on Exhibit A.

The Principal Cities believe that the reasonable alternatives for construction of a new jail may include sites in several different jurisdictions.

The Principal Cities have conducted a preliminary review and analysis of their respective needs and of the general feasibility of a regional jail serving the Northeast Cities compared to other options.

The Principal Cities desire to establish their respective roles and obligations, and to provide a mechanism for interlocal cooperation, with respect to environmental review of the Proposal (as defined below) under the Washington State Environmental Policy Act and its implementing regulations, and certain related activities.

Agreement

In consideration of the mutual promises herein, it is mutually agreed as follows:

1. Definitions.

The following capitalized terms used in this Agreement have the meanings set forth in this Section:

Co-Lead City: Each Principal City except Seattle.

DEIS: Draft Environmental Impact Statement for the Proposal under SEPA.

FEIS: Final Environmental Impact Statement for the Proposal under SEPA.

Northeast Cities: All of the cities listed on Exhibit A to this Agreement, which is incorporated herein by this reference.

Participating City: Any Northeast City that is added to this Agreement by amendment, so long as it remains a Party.

Parties: As of any time, the "Parties" include all Principal Cities and any other Northeast Cities that then shall have become Participating Cities by amendment as set forth in this Agreement, except that "Parties" shall not include any Northeast Cities that then shall have withdrawn from this Agreement.

Principal Cities: The City of Bellevue; The City of Kirkland; The City of Redmond; The City of Seattle; and The City of Shoreline, in each case so long as it remains a Party.

Proposal: The reasonable alternatives for the actions necessary to establish a new jail with capacity to serve the Northeast Cities, within the range of alternatives identified by the Principal Cities for study in accordance with this Agreement.

SEPA: The Washington State Environmental Policy Act and its implementing regulations.

Site: A potential location for a regional jail to serve the Northeast Cities.

Working Day: A day that is not a Saturday, Sunday, or City of Seattle holiday.

2. Co-Lead Agencies.

Each Principal City is a co-lead agency for the Proposal as permitted pursuant to WAC 197-11-944. Seattle is designated the nominal lead agency for the Proposal. Each Principal City shall have responsibility, in reliance on the work of consultants and experts retained by Seattle under this Agreement, for content of environmental documents. Seattle's "responsible official" shall have the duty to determine the adequacy of the FEIS under SEPA.

3. Designated Representatives; Committees; Proposal; Sites.

A. Each Principal City has designated, below its signature on this Agreement, the name, title, address and electronic contact information for: (i) a staff representative who will serve as the primary contact person for purposes of this Agreement; and (ii) the official(s) authorized to approve matters under this Agreement for that city, subject to any limitations on that authority imposed by the official's city. A Principal City may designate, by written notice to all Parties, an alternate staff representative or official to act instead of the designated person if that person is unavailable. A Principal City may designate the same person for both of the purposes identified in this subsection. A Principal City may change the designated person for either of these purposes by written notice to all Parties.

B. The Proposal to be analyzed in a Draft Environmental Impact Statement ("DEIS") shall include alternative Sites for constructing a jail with up to 640 beds. The Principal Cities shall cooperate to identify a reasonable number and range of reasonable alternatives. The list of alternatives to be analyzed shall include those unanimously agreed to by the Principal Cities.

C. After publication of the DEIS and the opportunity for public comment, the Parties shall consult as to identification of a preferred alternative and as to the alternatives to be included in the FEIS. Consensus shall be the preferred method to select a preferred alternative. Designation of a preferred alternative shall require approval of at least three Principal Cities, which must include (i) Seattle, and (ii) any Principal City where the preferred alternative would be located. If no proposed preferred alternative obtains such approval, the FEIS may be issued without a preferred alternative.

4. Seattle Responsibilities.

A. Seattle shall designate a single staff person who will serve as the primary point of contact between Seattle and the other cities. Seattle will also designate a back-up staff person who will serve as the point of contact if primary lead staff is unavailable.

B. As the nominal lead agency, Seattle shall be responsible for the following SEPA activities with respect to the Proposal:

- (i) providing all notices required by SEPA and Seattle ordinances and regulations, and any additional notice requirements under ordinances and regulations of the Co-Lead Cities that are identified by Co-Lead Cities by written notice to Seattle;
- (ii) holding public meetings required by SEPA;
- (iii) providing required opportunities to comment on SEPA documents;
- (iv) causing the preparation of environmental documents required by SEPA;
- (v) making all filings and publications required by SEPA;
- (vi) defending any administrative and/or court challenge to the adequacy of the environmental documents, subject to the terms of this Agreement; and
- (vii) identifying the actions, as defined in SEPA, that would be necessary to establish a jail at each Site, except for actions under the planning documents, ordinances or regulations of local jurisdictions other than Seattle.

C. Seattle shall contract with consultants, architects, and others for the preparation of the DEIS, FEIS and related technical reports and for the other work contemplated by the estimated budget attached hereto as Exhibit B. The Parties acknowledge that Seattle, in accordance with its authorized contracting procedures, has entered into a contract with Blumen Consulting dated 6/18/08, and a contract with Keller Group dated 4/9/08, copies of which have been made available to the Parties, and that the costs of these contracts, as they may be amended, are included in the costs allocable under this Agreement. Seattle shall solicit, consistent with State law, the services of an architectural firm for predesign work on alternative Sites to be studied under this Agreement, and after approval of the selection under Section 6 of this Agreement shall contract with a selected firm for the performance of such work consistent with the determinations as to the scope and coverage of the DEIS and FEIS pursuant to Section 6.

D. Seattle further agrees, with respect to circulation of drafts of SEPA documents, to:

- (i) provide each Co-Lead City a draft of the scoping notice 15 working days prior to issuance;
 - (ii) issue the scoping notice only with the approval required in Section 6;
 - (iii) provide the Parties with a draft of the proposed DEIS and supporting technical memoranda and discipline reports prior to issuance of the DEIS;
 - (iv) coordinate any comments or requested changes to the proposed DEIS from the Parties that are received within 15 Working Days after the proposed DEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Cities for discussion and recommendation;
 - (iv) issue the DEIS only after approval as required under Section 6, except that the published DEIS may include corrections and changes not so approved and not previously provided to the Parties if they do not fundamentally alter conclusions in the DEIS and do not materially change information with respect to any Site;
 - (v) provide the Parties with copies of comments received on the DEIS;
 - (vi) provide the Parties a draft of the proposed FEIS, including its technical memoranda and discipline reports and response to DEIS comments;
 - (vii) coordinate any comments or requested changes to the proposed FEIS from the Parties that are received within 10 Working Days after the proposed FEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Cities for discussion and recommendation;
- and
- (viii) issue the FEIS, and any supplement or addendum to the FEIS, only after approval under Section 6, provided that the published FEIS and any supplement or addendum may include corrections and changes not so approved and not previously provided to the Parties if they do not fundamentally alter conclusions in the FEIS and do not materially change information with respect to any Site.

E. Seattle shall provide the Parties with an estimated schedule consistent with the time periods in subsection D of this Section.

F. Any other provision notwithstanding, if the Principal Cities determine that the FEIS shall be part of a phased review, then Seattle shall not have any obligations under this Agreement for any phase after the FEIS.

5. Co-Lead City Responsibilities.

Each Co-Lead City agrees that it shall:

- A.** Review the draft scoping notice and provide comments or notify Seattle of its approval within 5 Working Days of receipt of the draft;

B. Review preliminary draft discipline reports and technical memoranda and provide comments to Seattle within 15 Working Days;

C. Review preliminary drafts of a DEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within 15 Working Days;

D. Review drafts of a FEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within 10 Working Days;

E. Promptly provide access to data and studies reasonably available to the Co-Lead City with respect to any Site within its boundaries, and promptly provide the cooperation of experts on the staff of relevant city departments, to Seattle and to consultants; and

F. Identify, and consult with Seattle and consultants with respect to, (i) all actions, within the meaning of SEPA, that would be required of the Co-Lead City for purposes of participating in a regional jail project or for purposes of permitting the construction of a jail on any Site within that city that is included in the DEIS, and (ii) all notice requirements under the ordinances and regulations of that city.

Any other provision notwithstanding, if the Principal Cities determine that the FEIS shall be part of a phased review, then the Co-lead Cities shall not have any obligations under this Agreement for any phase after the FEIS.

6. Approvals.

A. Except as otherwise stated in this Section, the approval of at least three Principal Cities, one of which must be Seattle, is required and is sufficient for any of the following:

(i) issuance of the determination of significance and scoping notice;

(ii) determination of whether and to what extent SEPA review for the Proposal will be phased, and of the types of impacts to be analyzed in detail in the DEIS and FEIS;

(iii) issuance of the DEIS, and any supplement or addendum to the DEIS;

(iv) issuance of the FEIS, and any supplement or addendum to the FEIS;

(v) any decision with respect to the settlement of any appeal or with respect to action to be taken upon any adverse decision or remand resulting from any appeal;

(vi) amendments adding Participating Cities as Parties to the Agreement; and

(vii) selection of an architectural firm for predesign work.

B. If at any time there shall be three or fewer Principal Cities that remain Parties to this Agreement, the approval of two Principal Cities, one of which must be Seattle, shall be necessary and sufficient for any of the actions listed in subsection A of this Section.

C. Approval for designation of a preferred alternative in the FEIS is governed by subsection 3C of this Agreement.

7. Budget; Costs and Reimbursements.

A. Each Party agrees to contribute to the costs incurred by Seattle for SEPA analysis, review and compliance for the Proposal, and the related pre-design and planning work, including the costs for consultants, architects and others as listed in the estimated budget attached as Exhibit B, and including the costs of appeals to the extent provided in Section 8 of this Agreement. The fractional share the total costs allocated to each Party shall be the average of (i) the ratio of that Party's city population to the total city populations of all Parties (as determined by the estimates available from the State Office of Financial Management), and (ii) the ratio of that Party's average daily city misdemeanor jail population in 2005 through 2007 to the average daily city misdemeanor jail population in 2005 through 2007 of all Parties. City population estimates for April 2008 shall be used. The Parties' percentage shares and estimated costs are shown in the following table, subject to modification under subsection B of this Section:

Cities	Cost share based on Combined City Pop. & Jail ADP	
	%	\$
Bellevue	11.9%	\$395,436
Kirkland	5.8%	\$192,687
Redmond	5.9%	\$196,284
Seattle	69.4%	\$2,299,827
Shoreline	6.9%	\$229,586
Total ¹	100%	\$3,313,821

B. If any Participating City is added to this Agreement by amendment, then Seattle shall prepare and distribute to the Parties a new schedule of percentages, with the Participating City added and the percentages revised consistent with subsection A of this Section. Each Participating City shall be obligated for its share of cumulative costs, including those incurred before it becomes a Party, unless otherwise expressly agreed by all Parties at the time such Participating City is added to the Agreement.

C. The Parties agree to the initial budget attached as Exhibit B to this Agreement and incorporated by this reference. Seattle may make reallocations among budget line items in Exhibit B and may allocate the contingency line item to any other line items, without approval from other Parties, but any increase in the total budget shall require unanimous approval of the Principal Cities. The attached budget is based on the assumption that sufficient work would be done to identify and analyze any probable significant adverse environmental impacts of all of the agency "actions," within the meaning of SEPA, that would likely be required in order to construct a regional jail at any one of multiple Sites, so that the FEIS would not contemplate a further phase of review after final selection of a Site. If, instead, the Principal Cities approve a

¹ (Percentages do not foot due to rounding.)

phased review with a more limited scope of the FEIS, it is expected that actual costs allocated under this Agreement in some line items would be lower, but this Agreement would not cover any later phase of SEPA review or its costs.

D. Within 30 days after the end of each calendar quarter beginning with the first quarter of 2009, Seattle shall provide to each other Party a reasonably detailed invoice with an accounting of the costs that Seattle has incurred for the purposes set forth in this Agreement within the last quarter and cumulatively, together with any revised budget and a calculation of the payments needed from other Parties to allocate the total costs incurred for such purposes according to this Section. The first such invoice shall include costs incurred in 2008. Each other Party owing money according to that calculation shall make payment to Seattle no later than 45 days after receiving the invoice.

E. Within 90 days after termination of this Agreement, Seattle shall distribute a final accounting to the Parties. Each other Party owing money according to that calculation shall make payment to Seattle no later than 45 days after receipt of the final accounting, and to the extent any Party is entitled to reimbursement for any overpayment, Seattle shall make payment to the Party no later than 60 days after the date of the final accounting, provided that Seattle shall not be required to advance funds owed by another Party.

8. Appeals.

A. Unless otherwise provided by applicable law then in effect, any timely appeals of the adequacy of the FEIS and compliance with applicable SEPA procedural requirements shall be heard by the Seattle Hearing Examiner pursuant to Seattle Municipal Code Section 25.05.680. Seattle shall have sole responsibility to defend the adequacy of the FEIS, as to the actions covered by the FEIS, in any administrative appeal to the Seattle Hearing Examiner, or if for any reason the Hearing Examiner does not have jurisdiction of an initial appeal, then in any initial appeal before a court or other administrative tribunal with jurisdiction, to the extent such appeal relates to the adequacy of the FEIS or compliance with the applicable SEPA procedural requirements. The costs of such defense, including without limitation costs of in-house attorneys, outside counsel if deemed necessary by Seattle, staff support and costs of experts, shall be considered costs allocable hereunder. Any further appeal of a decision by a hearing examiner, other administrative body or trial court on the adequacy of the FEIS is outside the scope of this Agreement. Subject to the execution of a satisfactory common interests and confidentiality agreement, Seattle shall keep the Co-lead Cities reasonably informed of the status of the appeal and shall consult with them regarding any major decisions.

B. Any administrative appeal or court challenge to a substantive action, including without limitation a change in development regulations or project permit decision, whether or not joined with a challenge to be defended under subsection A and whether or not involving issues of SEPA compliance or exercise of SEPA authority, is outside the scope of this Agreement.

9. Effectiveness; Additional Parties; Termination; Withdrawal of a Party.

A. This Agreement will become effective upon signing and delivery of the Agreement by all Principal Cities, as set forth in Section 13 of this Agreement.

B. Any Northeast City may become a Participating City under this Agreement by amendment approved under Section 6, without need for action of the legislative bodies of the existing Parties. Participating Cities will not have authority over decisions under this Agreement, but will have the same rights and responsibilities for review and comment on draft documents as Co-Lead Cities.

C. This Agreement shall remain in effect until the FEIS, and any supplements or addenda to the FEIS that may be required as a result of any proceeding before the Seattle Hearing Examiner, have been issued, and either the time for any appeal of Seattle's decision on the adequacy of the FEIS shall have expired or a final decision on an appeal of that determination, in which Seattle has responsibility for defense under Section 8A of this Agreement, shall have been issued by the Hearing Examiner or by a court or other administrative tribunal with jurisdiction to hear an initial appeal on the adequacy of the FEIS. The provisions of Section 7 of this Agreement for final accounting and reimbursements shall remain in effect until fully performed.

D. Any Party, may, upon thirty (30) days written notice to the other Parties, withdraw from this Agreement, without cause.

E. If a Co-Lead City or Participating City withdraws from this Agreement, then it shall remain in effect among the remaining Parties.

F. The withdrawing Party, as of the date of termination, shall not have any rights of a Party, or of a Principal City or Co-lead Agency, under this Agreement, and no consent of that Party shall be required for any purpose under this Agreement. The withdrawing Party is released from any obligation to perform its obligations pursuant to the Agreement, except as set forth in this Section 9.

G. Any Party that withdraws from this Agreement shall remain obligated for its share of costs allocable under this Agreement that are incurred through the date of termination of this Agreement.

H. If a Co-Lead City withdraws from the Agreement, any Site in that city shall remain among the alternatives for the Proposal unless and until the remaining Parties unanimously agree otherwise, and the withdrawing Party shall remain obligated to cooperate in providing information required for environmental review with regard to that Site.

I. If Seattle withdraws from this Agreement, then this Agreement shall terminate on the effective date of withdrawal.

10. Remedies.

Except as provided in Sections 7 and 8 above, this Agreement shall not result in any monetary liability, in damages or otherwise, from any Party to another. No Party shall be liable for any damages to, or costs incurred by, other Parties resulting from any actual or alleged error, misstatement or omission in any SEPA document or related to any SEPA process, or any ruling regarding failure to comply with SEPA, whether or not the result of the negligence of a Party. Except for monetary obligations under Sections 7 and 8 of this Agreement, any suit to enforce the terms of this Agreement or any obligation under this Agreement shall be limited to equitable remedies not involving payment of money.

11. Dispute Resolution.

A. Except for matters resolved under Section 6, in the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the dispute informally.

B. If the dispute involves a claimed breach of this Agreement and the Parties are not able to resolve the dispute informally, then the Party may bring suit against the other Party in King County Superior Court.

C. As an alternative to the above, the Parties may agree in writing to mediation, or some other alternative dispute resolution process.

12. Notices.

The Parties' addresses for notices under this Agreement shall be the physical and electronic addresses of the primary contacts as set forth below the signature of each Party on this Agreement or on the amendment adding that Party, as the case may be, in each case until a Party shall have provided written notice of substitute primary contact information to the other Parties hereunder.

Notice and copies of documents may be provided by email, and if so provided shall be effective on the day received if received on a Working Day by 5:00 PM Pacific time, and if later then effective on the next Working Day. If provided by U.S. mail, any notice or other communication shall be effective on the second Working Day after deposit in the U.S. mail, postage prepaid, addressed in accordance with this Section.

13. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single agreement, and shall be binding and effective when each Principal City has signed at least one counterpart that has been delivered to the Seattle Department of Fleets and Facilities, regardless whether all Principal Cities shall have signed the same counterpart. Any amendment adding a Participating City may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single

amendment, and shall be binding and effective when each Principal City and the Participating City being added each has signed at least one counterpart that has been delivered to the Seattle Department of Fleets and Facilities, regardless whether all of them shall have signed the same counterpart.

14. Severability.

If any provision of this Agreement shall be held by a court to be invalid or unenforceable, or if this Agreement or a provision hereof shall be held by a court not to be binding or enforceable against a particular Party, then the remaining provisions, or the provisions hereof as applied to all other Parties, as the case may be, shall remain in full force and effect. To the extent that the obligation of any Party to contribute to costs as described herein shall be finally determined by a court to be invalid or unenforceable, that Party's share of costs shall be reallocated among the remaining Parties in proportion to their respective shares under this Agreement.

15. Entire Agreement, Modification.

This Agreement is the entire agreement of the Parties with respect to SEPA matters involving the Proposal. This Agreement does not supersede, and unless expressly so agreed in writing shall not be affected by, any other agreement among any of the Parties regarding any aspects of the Proposal other than SEPA matters. This Agreement may be modified only by written agreement of all Parties, but any written agreement affecting only the rights and obligations as among two or more Principal Cities shall be valid without agreement of any other Parties.

16. No Partnership.

This Agreement does not establish any partnership or joint venture, nor authorize any Party to incur a liability or obligation binding on another Party or Parties.

17. Miscellaneous.

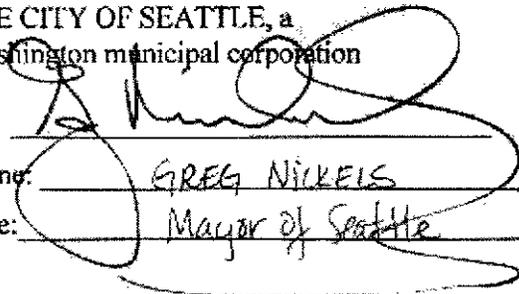
A. This Agreement is for the benefit only of the Parties, and shall not give rise to any claim or remedy for any other person.

B. Nothing in this Agreement shall delegate, diminish or modify the statutory or regulatory authority of the Parties.

C. Time is of the essence of the terms of this Agreement.

[signature pages follow]

THE CITY OF SEATTLE, a
Washington municipal corporation

By: 
Name: GREG NICKELS
Title: Mayor of Seattle

<p>Primary contact (required): Name: Catherine Cornwall Title: Senior Policy Analyst Address: Office of Policy & Management P.O. Box 94745, Seattle, WA 98124-4745 phone: 206-684-8725 fax: 206-233-0085 email: catherine.cornwall@seattle.gov</p>	<p>Alternate contact (optional): Name: _____ Title: _____ Address: _____ phone: _____ fax: _____ email: _____</p>
<p>Authorized official (required): Name: Tim Ceis Title: Deputy Mayor Address: Mayor's Office, P.O. Box 94749, Seattle, WA 98124-4749 phone: 206-684-4000 fax: 206-684-5360 email: tim.ceis@seattle.gov</p>	<p>Alternate authorized official (optional): Name: _____ Title: _____ Address: _____ phone: _____ fax: _____ email: _____</p>

THE CITY OF KIRKLAND, a
Washington municipal corporation

By: Marilynne Beard
Name: Marilynne Beard
Title: Assistant City Manager

Date: Oct 22, 2008

<p>Primary contact (required):</p> <p>Name: <u>Marilynne Beard</u></p> <p>Title: <u>Assistant City Manager</u></p> <p>Address: <u>123 5th Avenue</u> <u>Kirkland WA 98033</u></p> <p>phone: <u>(425) 587 3008</u></p> <p>fax: <u>(425) 587-3019</u></p> <p>email: <u>mbeard@ci.kirkland.wa.us</u></p>	<p>Alternate contact (optional):</p> <p>Name: <u>Eric Olsen</u></p> <p>Title: <u>Chief of Police</u></p> <p>Address: <u>123 5th Avenue</u> <u>Kirkland WA 98033</u></p> <p>phone: <u>(425) 587 3401</u></p> <p>fax: <u>(425) 587 3410</u></p> <p>email: <u>eolsen@ci.kirkland.wa.us</u></p>
<p>Authorized official (required):</p> <p>Name: <u>Marilynne Beard</u></p> <p>Title: <u>Assistant City Manager</u></p> <p>Address: <u>123 5th Avenue</u> <u>Kirkland, WA 98033</u></p> <p>phone: <u>(425) 587-3008</u></p> <p>fax: <u>(425) 587-3019</u></p> <p>email: <u>mbeard@ci.kirkland.wa.us</u></p>	<p>Alternate authorized official (optional):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p>

THE CITY OF REDMOND, a
Washington municipal corporation

By: *J. Marchione*
Name: John Marchione
Title: MAYOR

Date: 12/12, 2008

Primary contact (required): Name: <u>Nina Rivkin</u> Title: <u>Chief Policy Advisor</u> Address: <u>PO Box 97010</u> <u>Redmond, WA 98073-9710</u> phone: <u>425-556-2103</u> fax: <u>425-556-2110</u> email: <u>nrivkin@redmond.gov</u>	Alternate contact (optional): Name: _____ Title: _____ Address: _____ phone: _____ fax: _____ email: _____
Authorized official (required): Name: <u>John Marchione</u> Title: <u>Mayor</u> Address: <u>PO Box 97010</u> <u>Redmond, WA 98073-9710</u> phone: <u>425-556-2101</u> fax: <u>425-556-2110</u> email: <u>mayor@redmond.gov</u>	Alternate authorized official (optional): Name: _____ Title: _____ Address: _____ phone: _____ fax: _____ email: _____

THE CITY OF BELLEVUE, a
Washington municipal corporation

By: BRAD MIYAKE
Name: BRAD MIYAKE
Title: DEPUTY CITY MGR

Date: Apr. 6, 2008

Primary contact (required):

Name: Diane Carlson

Title: Intergovt. Relations
Director

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-4225
fax: 425-452-5247
email: dcarlson@bellevue
wa.gov

Alternate contact (optional):

Name: William Lathrop

Title: Police Lieutenant

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-4224
fax: 425-452-4229
email: w.lathrop@
bellevuewa.gov

Authorized official (required):

Name: Steve Sarkozy

Title: City Manager

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-6818
fax: 425-452-7919
email: ssarkozy@
bellevuewa.gov

Alternate authorized official (optional):

Name: Brad Miyake

Title: Deputy City Manager

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-4096
fax: 425-452-7919
email: bmiyake@
bellevuewa.gov

Approved as to Form:
Man [Signature], Dep. City Atty

THE CITY OF BELLEVUE, a
Washington municipal corporation

By: Brad Miyake

Date: Apr. 6, 2008⁹

Name: BRAD MIYAKE

Title: DEPUTY CITY MGR

Primary contact (required):

Name: Diane Carlson

Title: Intergovt. Relations
Director

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-4225

fax: 425-452-5247

email: dcarlson@bellevue
wa.gov

Alternate contact (optional):

Name: William Lathrop

Title: Police Lieutenant

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-4224

fax: 425-452-4229

email: w.lathrop@
bellevuewa.gov

Authorized official (required):

Name: Steve Sarkozy

Title: City Manager

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-6818

fax: 425-452-7919

email: ssarkozy@
bellevuewa.gov

Alternate authorized official (optional):

Name: Brad Miyake

Title: Deputy City Manager

Address: PO Box 90012

Bellevue, WA 98009-9012

phone: 425-452-4096

fax: 425-452-7919

email: bmiyake@
bellevuewa.gov

Approved as to Form:

Mary Kean B., Dep. City Att'y

THE CITY OF KIRKLAND, a
Washington municipal corporation

By: _____

Date: _____, 2008

Name: _____

Title: _____

<p>Primary contact (required):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>	<p>Alternate contact (optional):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>
<p>Authorized official (required):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>	<p>Alternate authorized official (optional):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>

THE CITY OF SHORELINE, a
Washington municipal corporation

By: Robert L. Chander
Name: Robert L. Chander
Title: City Manager

Date: 11/17, 2008

Approved as to form:
[Signature]
Shoreline City Attorney

Primary contact (required):	Alternate contact (optional):
Name: <u>Scott MacColl</u>	Name: _____
Title: <u>Intergovernmental Programs Manager</u>	Title: _____
Address: <u>17544 Midvale Avenue N. Shoreline, WA 98133</u>	Address: _____
Phone: <u>(206) 801-2215</u>	Phone: _____
Fax: <u>(206) 546-1453</u>	Fax: _____
Email: <u>smccoll@ci.shoreline.wa.us</u>	Email: _____
Authorized official (required):	Alternate authorized official (optional):
Name: <u>Ronald Hansen</u>	Name: _____
Title: <u>Shoreline City Councilmember</u>	Title: _____
Address: <u>17544 Midvale Avenue N. Shoreline, WA 98133</u>	Address: _____
Phone: <u>(206) 801-2215</u>	Phone: _____
Fax: <u>(206) 546-2200</u>	Fax: _____
Email: <u>rhansenl@ci.shoreline.wa.us</u>	Email: _____

Exhibit B

Estimated Budget

Work	Total
Environmental Site Assessment (Phase I & II)	\$120,000
Geotechnical Site Consultation (Phase I & II)	\$275,500
Wetlands Survey	\$20,000
SEPA/EIS	\$375,000
Traffic Study	\$125,000
Predesign (Architect - for EIS analysis)	\$1,000,000
Architectural (spatial) Programming	\$250,000
Phase II of the NECC Study (Jail Program Plan)	\$114,792
Communications & Public Outreach	\$350,000
Jail Operations Expert	\$75,000
Capital Project Manager	\$116,000
Staff Coordinator	\$22,000
Legal Review	\$200,000
CONTINGENCY (@ 10% of consultant costs)	\$270,529
Total Costs under the EIS ILA:	\$3,313,821

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7824

A RESOLUTION authorizing the City Manager or his designee to execute an agreement to establish the terms that will govern the rights, duties, and responsibilities of the cities of Seattle, Bellevue, Kirkland, Redmond, and Shoreline in a combined Environmental Impact Statement for a potential municipal jail facility.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute an agreement with the cities of Seattle, Kirkland, Redmond, and Shoreline entitled "SEPA NOMINAL LEAD AGENCY AGREEMENT", substantially in the form of agreement which has been given Clerk's Receiving No. 44165.

Passed by the City Council this 3rd day of November, 2008, and signed in authentication of its passage this 3rd day of November, 2008.

(SEAL)



Grant S. Degginger, Mayor

Attest:


Deputy City Clerk
Myrna L. Basich, City Clerk

Resolution 7824

page 4

item 8 (m.)

Agenda

pl 065

City Council

Regular Session

MONDAY
November 3, 2008

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.

4. Reports of Community Council, Boards and Commissions
5. Report of the City Manager

(a) Management Brief on City Hall Awards

CIVIC 5-1
Nora Johnson

(b) Management Brief providing overview of NEP and 20th
Anniversary Celebration

PCD 5-3
Ron Matthew

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

6. Council Business and New Initiatives
- (a) Leave Extension for Deputy Mayor Balducci COUNCIL
7. Approval of the Agenda
8. Consent Calendar
- (a) Minutes of October 13, 2008 Extended Study Session 8a-1
Minutes of October 20, 2008 Study Session
Minutes of October 20, 2008 Regular Session
- (b) Motion to approve payment of claims for the period FIN 8-1
October 18, 2008 through October 31, 2008 and
payroll for the period October 1, 2008 through
October 15, 2008.
- (c) Resolution No. 7819 authorizing execution of a FIN 8-3
Professional Services Agreement with K&L Preston
Gates Ellis LLP, in an amount not to exceed \$250,000,
to provide bond counsel services.
- (d) Ordinance No. 5842 1) adopting recommendations for PARK 8-9
the use of 2009 Community Development Block Grant
(CDBG) funds as transmitted by the Human Services
Commission; 2) authorizing submission of a proposal
to the United States Department of Housing and Urban
Development (HUD) for the 2009 CDBG Program; 3)
authorizing acceptance of a grant award contract with
HUD; 4) creating a new project series within the
Operating Grants and Donations Fund; 5) authorizing
entering into agreements with grant subrecipients; and
6) authorizing expenditures of said grant funds.
- (Discussed with Council on October 27, 2008.)*
- (e) Resolution No. 7820 authorizing execution of an PARK 8-19
amendment to the Professional Services Agreement
with Protocol Property Management/HPMI, for an
additional amount of up to \$96,000, for property
management services at City-owned residential rental
properties.

		<u>Page</u>
(f) Resolution No. 7821 authorizing execution of a four-year Professional Services Agreement with Yates, Wood & MacDonald, Inc., in an amount not to exceed \$135.350 per year, for property management services of the Bayvue Village Apartments.	PARK	<u>8-23</u>
(g) Motion to award Bid No. 8288, to General Storefronts, Inc., in the amount of \$93,677.87, as the lowest responsible bidder for replacement of aluminum window and door frames and glass at the North Bellevue Community Center.	PARK	<u>8-29</u>
(h) Ordinance No. 5843 authorizing 1) execution of two grant agreements with the U.S. Department of Justice, Community Oriented Policing Services (COPS) on behalf of NORCOM for its technology equipment and consulting services; 2) creating two projects within the Operating Grants and Donations Fund; 3) appropriating unanticipated and future revenues to those funds; and 4) authorizing expenditures of said grant funds.	POL	<u>8-33</u>
(i) Motion to award Bid No. 8174, SE 26 th Street Sidewalk/Somerset Avenue SE Sidewalk to KLB Construction Inc., in the amount of \$960,112.50, as the lowest responsible and responsive bidder as part of the Neighborhood Sidewalk Program and Minor Water Capital Improvement Projects (CIP Plan Nos. PW-W/B-76 and PW-W-69).	TRAN	<u>8-37</u>
(j) Resolution No. 7822 authorizing execution of an agreement to relinquish a water pipeline easement that is no longer required by the Water Utility at 556 124 th Avenue NE.	UTIL	<u>8-45</u>
(k) Resolution No. 7823 authorizing execution of an agreement to relinquish a sanitary sewer pipeline easement that is no longer required by the Sewer Utility at 415 106 th Avenue NE.	UTIL	<u>8-51</u>

(l) Motion to award Bid No. 8244 for Pressure Reducing Valve (PRV) Replacement 2008, Phase 2-PRV #60 to Bonner Brothers Construction, Inc., in an amount not to exceed \$110,249.20, as low bidder (CIP Plan No. W-67). UTIL 8-57

* * (m) Resolution No. 7824 authorizing the City Manager to execute an agreement between the cities of Bellevue, Kirkland, Redmond, Seattle and Shoreline to establish the terms that will govern the rights, duties, and responsibilities of the cities with respect to an Environmental Impact Statement for a potential municipal jail facility. CMO 8-63

(Discussed with Council on October 27, 2008.)

9. Public Hearings

10. Land Use

11. Other Ordinances, Resolutions and Motions

(a) Ordinance No. 5838 amending Chapter 3.37 of the Bellevue City Code relating to the duties and authority of the Director of Finance; amending Sections 3.37.090, 3.37.100 and 3.37.110. The amended sections will enable the Finance Director to set monthly credit limits on credit cards issued to staff. FIN 11-1

(Postponed from October 20, 2008 Consent Calendar.)

(b) Resolution No. 7825 authorizing the City Manager or his designee to execute all leases and renewals associated with the Lincoln Center property. CIVIC 11-7

(Postponed from October 20, 2008 Consent Calendar.)

12. Unfinished Business

13. Continued Oral Communications

14. New Business

5 of 5

Page

15. Executive Session

16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

SEPA Nominal Lead Agreement for cities evaluating a 640 bed Jail Facility to serve North East Cities.

FISCAL IMPACT

The proposed Agreement is made initially among the cities of Bellevue, Kirkland, Redmond, Seattle, and Shoreline (each of which is referred to as a "Principal City"). Other cities may become parties to the Agreement by amendment. The Principal Cities are agreeing to collectively study a new misdemeanor jail with a capacity of approximately 640 beds, which is estimated to be sufficient to serve their anticipated needs and the anticipated needs of the other Northeast Cities. The proposed Agreement establishes the respective roles and obligations of the Principal cities and provides a mechanism for interlocal cooperation, with respect to environmental review under the Washington State Environmental Policy Act and its implementing regulations, and certain related activities.

The estimated budget for the environmental review is \$3.3 million. Seattle, as the nominal lead agency, will be responsible for managing the consultant contracts and initially paying the vendors for approved work. Seattle will bill each of the participating cities for their share of expenditures to date, beginning after the first quarter of 2009. Each of the participating agencies will be charged a share of the costs based on a formula averaging city population and jail population from 2005-2007. The City's share of the cost for the EIS is estimated to be \$395,000. These costs are not budgeted, however, the City may use its share of the proceeds from the jail property to cover the EIS study costs and additional study costs that are directly related to planning for and constructing secure jail capacity. Bellevue's share of the property proceeds is estimated to range from approximately \$785,000 to \$970,000. If for any reason the property does not close by the time the first payment is due (end of the first quarter of 2009), then the cities will need to use other available resources which could be later reimbursed from the property proceeds.

STAFF CONTACT

Diane Carlson, Director of Intergovernmental Relations, 452-4225
City Manager's Office

POLICY CONSIDERATION

Authorize the City Manager to sign an agreement between the cities of Bellevue, Kirkland, Redmond, Seattle and Shoreline establishing the roles and obligations of the cities with respect to environmental review of a new misdemeanor jail with a capacity of approximately 640 beds.

BACKGROUND

The City of Bellevue has been participating in regional jail planning activities through the JAG (the Jail Advisory Group) over the past six years. The JAG was first formed after the 2002 renegotiation of the King County Jail Services contract which calls for a phased reduction in cities' misdemeanor inmate population at King County jails. The current agreement ends on December 31, 2012, which is the date that all city misdemeanants must be housed in alternate facilities unless cities and the County can reach an agreement providing an extension. The JAG provided an organizational structure for coordinating the contract for alternate jail beds with Yakima County and to plan for new local jail beds that would be needed when the King County contract expires.

The full JAG represents thirty seven King County cities and includes an oversight committee composed of elected officials from each city (the Jail Oversight Assembly). A jail needs study was completed in 2006 that identified a total projected 20-year bed need of 1,450 for all JAG cities. In 2007, the cities split into two groups for jail planning purposes. The south county cities formed "SCORE" to plan for and construct a jail facility to serve their needs. SCORE is currently planning construction of a 650 bed facility to meet the needs of cities in that area (the City of Kent is not a JAG member and plans to continue to operate their own full-service misdemeanor jail). SCORE is planning to have a facility constructed and operational by the end of 2012.

The remaining north and east cities formed the north and east cities' consortium (NECC) to plan for and construct a jail facility to serve their needs estimated at 640 beds. Of the 640 beds, the Ricci Greene Associates projection of bed need for Bellevue in 20 years is approximately 60 beds.

The five principal cities in the NECC that represent over 90% of the bed needs include Seattle, Bellevue, Kirkland, Redmond and Shoreline. The NECC is completing a two-part feasibility study. Phase one is complete and provides basic spatial needs and a preliminary cost estimate for construction and operation of a full-service misdemeanor jail facility including an arraignment court. The feasibility study (completed by Carter, Goble and Lee) evaluated the cost/benefit of constructing two smaller facilities (440-bed facility for Seattle and a 200-bed facility for the remaining cities) or one 640-bed facility to serve all of the NECC cities. The analysis concluded that a single 640-bed facility was more cost-effective. For a 640 bed facility, the consultants estimated construction costs of \$238 million and a daily housing rate in 2012 of \$185.02 (assuming all construction costs are amortized over thirty years and recouped through daily rates and an 85% occupancy rate). The phase one report also included criteria for site evaluation. At the conclusion of the draft presentation of the phase one report in July, the cities agreed to proceed to the phase two study assuming construction of one 640-bed facility.

The next step is to identify potential sites and to conduct an environmental impact statement (EIS) study. A number of potential sites in the NECC area are in the process of being screened based on the criteria provided in the phase one feasibility study (including four sites previously announced by the City of Seattle). The cities are currently engaged in the process of identifying a reasonable number of sites for environmental study. Early

discussions suggested that five or six potential sites spread geographically among the area of the five principle cities should be considered, with Seattle having more than one site. In addition, discussions with King County about including a potential partnership option in the study continue.

The partnership option would provide an additional model of services for cities to consider (similar to today's contract model, but with guaranteed beds) and may offer some siting and construction advantages if the benefit of using existing King County infrastructure is available. Study of the estimated costs of a potential partnership option have not yet been undertaken and would need to be included in the EIS process and Phase 2 of the NECC Feasibility study.

Siting and constructing a jail facility is complex and controversial and the process of planning and construction may take four to six years. Given the construction timeline and the impending expiration of the King County jail contract, NECC staff has proposed an accelerated planning process that provides for simultaneous preparation of an environmental impact statement (EIS) based on a study of five potential sites. Candidate sites are expected to be announced in November so that the EIS study can be completed by the end of 2009. The five principal NECC cities would share in the cost of the studies and the remaining smaller cities will be asked to pay their share at a later time should they want to secure beds in a new facility.

To establish a mechanism to define roles, decision-making and cost sharing of a joint EIS, the NECC staff have developed a proposed Agreement modeled after other regional EIS processes. This is provided under **Attachment 1**. The attached Agreement provides the structure and guidelines for the joint project:

- Designates Seattle as the nominal lead agency for the EIS and identifies the cities of Bellevue, Kirkland, Redmond and Shoreline as co-lead agencies. The agreement includes a provision for other NECC cities to join as co-lead agencies and provides procedures for cities to withdraw from the agreement.
- Sets forth Seattle's responsibility as nominal lead agency including responsibility for public noticing, coordination of contracts for the EIS, pre-design work and public outreach. Defines responsibilities for co-lead agencies regarding the provision of information and participation in development of the EIS.
- Establishes a time frame, budget, and cost allocation formula for the project and billing procedures.
- Defines the decision-making structure for jail site selection, contractor selection and amendments to the ILA. Major decisions would require agreement from Seattle plus two other cities. For selection of a preferred site, the city in which the site is located must be one of the agreeing cities.

- Allows any city to terminate participation, however, terminating parties would be responsible for its share of costs obligated for the study at the time of termination of the agreement.
- The Agreement remains in effect until the FEIS, and any supplements or addenda to the FEIS that may be required as a result of any proceeding before the Seattle Hearing Examiner, have been issued, and either the time for any appeal of Seattle's decision on the adequacy of the FEIS has expired or a final decision on an appeal of that determination, has been issued by the Hearing Examiner or by a court or other administrative tribunal with jurisdiction to hear an initial appeal on the adequacy of the FEIS.
- Any decisions to move forward with final design and construction of a jail facility would require a new agreement.

The estimated cost of the EIS is approximately \$3.3 million dollars (see budget provided within the proposed Agreement). This covers public meetings and coordination, preliminary design work and preparation of the EIS. Bellevue's share of the cost based on a formula averaging population and jail bed need is approximately \$395,000.

Time has become a critical issue in the jail planning process. The pre-design and EIS work must begin now in order to have a facility operational by the end of 2013. Agreement to participate in the EIS by the each of five principle cities is needed by early November so that the EIS work can proceed with a public process beginning in November. At the time of this writing, the cities of Seattle, Shoreline and Kirkland have authorized signing of the Agreement.

EFFECTIVE DATE

If approved, this Resolution becomes effective immediately.

OPTIONS

- 1) Authorize the City Manager to sign an agreement between the cities of Bellevue, Kirkland, Redmond, Seattle and Shoreline establishing the roles and obligations of the cities with respect to environmental review of a new misdemeanor jail with a capacity of approximately 640 beds.
- 2) Provide alternative direction.

RECOMMENDATION

Staff recommends Alternative 1. Authorize the City Manager to sign an agreement between the cities of Bellevue, Kirkland, Redmond, Seattle and Shoreline establishing the roles and obligations of the cities with respect to environmental review of a new misdemeanor jail with a capacity of approximately 640 beds.

MOTION

Move to adopt Resolution No. 7824 authorizing the City Manager to sign an agreement between the cities of Bellevue, Kirkland, Redmond, Seattle and Shoreline establishing the roles and obligations of the cities with respect to environmental review of a new misdemeanor jail with a capacity of approximately 640 beds.

ATTACHMENTS

SEPA Nominal Lead Agency Agreement
Resolution No. 7824

SEPA NOMINAL LEAD AGENCY AGREEMENT

This Agreement is made initially among The City of Bellevue; The City of Kirkland; The City of Redmond; The City of Seattle; and The City of Shoreline (each of which is referred to as a "Principal City"). Other cities may become Parties by amendment as provided in this Agreement.

Recitals:

The Principal Cities have determined that they will collectively study a new misdemeanor jail with a capacity of approximately 640 beds, which is estimated to be sufficient to serve their anticipated needs and the anticipated needs of the other Northeast Cities, listed on Exhibit A.

The Principal Cities believe that the reasonable alternatives for construction of a new jail may include sites in several different jurisdictions.

The Principal Cities have conducted a preliminary review and analysis of their respective needs and of the general feasibility of a regional jail serving the Northeast Cities compared to other options.

The Principal Cities desire to establish their respective roles and obligations, and to provide a mechanism for interlocal cooperation, with respect to environmental review of the Proposal (as defined below) under the Washington State Environmental Policy Act and its implementing regulations, and certain related activities.

Agreement

In consideration of the mutual promises herein, it is mutually agreed as follows:

1. Definitions.

The following capitalized terms used in this Agreement have the meanings set forth in this Section:

Co-Lead City: Each Principal City except Seattle.

DEIS: Draft Environmental Impact Statement for the Proposal under SEPA.

FEIS: Final Environmental Impact Statement for the Proposal under SEPA.

Northeast Cities: All of the cities listed on Exhibit A to this Agreement, which is incorporated herein by this reference.

Participating City: Any Northeast City that is added to this Agreement by amendment, so long as it remains a Party.

Parties: As of any time, the "Parties" include all Principal Cities and any other Northeast Cities that then shall have become Participating Cities by amendment as set forth in this Agreement, except that "Parties" shall not include any Northeast Cities that then shall have withdrawn from this Agreement.

Principal Cities: The City of Bellevue; The City of Kirkland; The City of Redmond; The City of Seattle; and The City of Shoreline, in each case so long as it remains a Party.

Proposal: The reasonable alternatives for the actions necessary to establish a new jail with capacity to serve the Northeast Cities, within the range of alternatives identified by the Principal Cities for study in accordance with this Agreement.

SEPA: The Washington State Environmental Policy Act and its implementing regulations.

Site: A potential location for a regional jail to serve the Northeast Cities.

Working Day: A day that is not a Saturday, Sunday, or City of Seattle holiday.

2. Co-Lead Agencies.

Each Principal City is a co-lead agency for the Proposal as permitted pursuant to WAC 197-11-944. Seattle is designated the nominal lead agency for the Proposal. Each Principal City shall have responsibility, in reliance on the work of consultants and experts retained by Seattle under this Agreement, for content of environmental documents. Seattle's "responsible official" shall have the duty to determine the adequacy of the FEIS under SEPA.

3. Designated Representatives; Committees; Proposal; Sites.

A. Each Principal City has designated, below its signature on this Agreement, the name, title, address and electronic contact information for: (i) a staff representative who will serve as the primary contact person for purposes of this Agreement; and (ii) the official(s) authorized to approve matters under this Agreement for that city, subject to any limitations on that authority imposed by the official's city. A Principal City may designate, by written notice to all Parties, an alternate staff representative or official to act instead of the designated person if that person is unavailable. A Principal City may designate the same person for both of the purposes identified in this subsection. A Principal City may change the designated person for either of these purposes by written notice to all Parties.

B. The Proposal to be analyzed in a Draft Environmental Impact Statement ("DEIS") shall include alternative Sites for constructing a jail with up to 640 beds. The Principal Cities shall cooperate to identify a reasonable number and range of reasonable

alternatives. The list of alternatives to be analyzed shall include those unanimously agreed to by the Principal Cities.

C. After publication of the DEIS and the opportunity for public comment, the Parties shall consult as to identification of a preferred alternative and as to the alternatives to be included in the FEIS. Consensus shall be the preferred method to select a preferred alternative. Designation of a preferred alternative shall require approval of at least three Principal Cities, which must include (i) Seattle, and (ii) any Principal City where the preferred alternative would be located. If no proposed preferred alternative obtains such approval, the FEIS may be issued without a preferred alternative.

4. Seattle Responsibilities.

A. Seattle shall designate a single staff person who will serve as the primary point of contact between Seattle and the other cities. Seattle will also designate a back-up staff person who will serve as the point of contact if primary lead staff is unavailable.

B. As the nominal lead agency, Seattle shall be responsible for the following SEPA activities with respect to the Proposal:

- (i) providing all notices required by SEPA and Seattle ordinances and regulations, and any additional notice requirements under ordinances and regulations of the Co-Lead Cities that are identified by Co-Lead Cities by written notice to Seattle;
- (ii) holding public meetings required by SEPA;
- (iii) providing required opportunities to comment on SEPA documents;
- (iv) causing the preparation of environmental documents required by SEPA;
- (v) making all filings and publications required by SEPA;
- (vi) defending any administrative and/or court challenge to the adequacy of the environmental documents, subject to the terms of this Agreement; and
- (vii) identifying the actions, as defined in SEPA, that would be necessary to establish a jail at each Site, except for actions under the planning documents, ordinances or regulations of local jurisdictions other than Seattle.

C. Seattle shall contract with consultants, architects, and others for the preparation of the DEIS, FEIS and related technical reports and for the other work contemplated by the estimated budget attached hereto as Exhibit B. The Parties acknowledge that Seattle, in accordance with its authorized contracting procedures, has entered into a contract with Blumen Consulting dated 6/18/08, and a contract with Keller Group dated 4/9/08, copies of which have been made available to the Parties, and that the costs of these contracts, as they may be amended, are included in the costs allocable under this Agreement. Seattle shall solicit, consistent with State law, the services of an architectural firm for predesign work on alternative Sites to be studied under this Agreement, and after approval of the selection under Section 6 of this Agreement shall contract with a selected firm for the performance of such work consistent with the

determinations as to the scope and coverage of the DEIS and FEIS pursuant to Section 6.

D. Seattle further agrees, with respect to circulation of drafts of SEPA documents, to:

- (i) provide each Co-Lead City a draft of the scoping notice 15 working days prior to issuance;
 - (ii) issue the scoping notice only with the approval required in Section 6;
 - (iii) provide the Parties with a draft of the proposed DEIS and supporting technical memoranda and discipline reports prior to issuance of the DEIS;
 - (iv) coordinate any comments or requested changes to the proposed DEIS from the Parties that are received within 15 Working Days after the proposed DEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Cities for discussion and recommendation;
 - (iv) issue the DEIS only after approval as required under Section 6, except that the published DEIS may include corrections and changes not so approved and not previously provided to the Parties if they do not fundamentally alter conclusions in the DEIS and do not materially change information with respect to any Site;
 - (v) provide the Parties with copies of comments received on the DEIS;
 - (vi) provide the Parties a draft of the proposed FEIS, including its technical memoranda and discipline reports and response to DEIS comments;
 - (vii) coordinate any comments or requested changes to the proposed FEIS from the Parties that are received within 10 Working Days after the proposed FEIS was sent to the Parties, and bring the comments and requested changes to the Co-Lead Cities for discussion and recommendation;
- and
- (viii) issue the FEIS, and any supplement or addendum to the FEIS, only after approval under Section 6, provided that the published FEIS and any supplement or addendum may include corrections and changes not so approved and not previously provided to the Parties if they do not fundamentally alter conclusions in the FEIS and do not materially change information with respect to any Site.

E. Seattle shall provide the Parties with an estimated schedule consistent with the time periods in subsection D of this Section.

F. Any other provision notwithstanding, if the Principal Cities determine that the FEIS shall be part of a phased review, then Seattle shall not have any obligations under this Agreement for any phase after the FEIS.

5. Co-Lead City Responsibilities.

Each Co-Lead City agrees that it shall:

- A. Review the draft scoping notice and provide comments or notify Seattle of its approval within 5 Working Days of receipt of the draft;
- B. Review preliminary draft discipline reports and technical memoranda and provide comments to Seattle within 15 Working Days;
- C. Review preliminary drafts of a DEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within 15 Working Days;
- D. Review drafts of a FEIS or portions thereof, and any supplement or addendum thereto, and provide comments or approval within 10 Working Days;
- E. Promptly provide access to data and studies reasonably available to the Co-Lead City with respect to any Site within its boundaries, and promptly provide the cooperation of experts on the staff of relevant city departments, to Seattle and to consultants; and
- F. Identify, and consult with Seattle and consultants with respect to, (i) all actions, within the meaning of SEPA, that would be required of the Co-Lead City for purposes of participating in a regional jail project or for purposes of permitting the construction of a jail on any Site within that city that is included in the DEIS, and (ii) all notice requirements under the ordinances and regulations of that city.

Any other provision notwithstanding, if the Principal Cities determine that the FEIS shall be part of a phased review, then the Co-lead Cities shall not have any obligations under this Agreement for any phase after the FEIS.

6. Approvals.

- A. Except as otherwise stated in this Section, the approval of at least three Principal Cities, one of which must be Seattle, is required and is sufficient for any of the following:
 - (i) issuance of the determination of significance and scoping notice;
 - (ii) determination of whether and to what extent SEPA review for the Proposal will be phased, and of the types of impacts to be analyzed in detail in the DEIS and FEIS;
 - (iii) issuance of the DEIS, and any supplement or addendum to the DEIS;
 - (iv) issuance of the FEIS, and any supplement or addendum to the FEIS;
 - (v) any decision with respect to the settlement of any appeal or with respect to action to be taken upon any adverse decision or remand resulting from any appeal;
 - (vi) amendments adding Participating Cities as Parties to the Agreement; and
 - (vii) selection of an architectural firm for predesign work.
- B. If at any time there shall be three or fewer Principal Cities that remain Parties to this Agreement, the approval of two Principal Cities, one of which must be Seattle, shall be necessary and sufficient for any of the actions listed in subsection A of this Section.

C. Approval for designation of a preferred alternative in the FEIS is governed by subsection 3C of this Agreement.

7. Budget; Costs and Reimbursements.

A. Each Party agrees to contribute to the costs incurred by Seattle for SEPA analysis, review and compliance for the Proposal, and the related predesign and planning work, including the costs for consultants, architects and others as listed in the estimated budget attached as Exhibit B, and including the costs of appeals to the extent provided in Section 8 of this Agreement. The fractional share the total costs allocated to each Party shall be the average of (i) the ratio of that Party's city population to the total city populations of all Parties (as determined by the estimates available from the State Office of Financial Management), and (ii) the ratio of that Party's average daily city misdemeanor jail population in 2005 through 2007 to the average daily city misdemeanor jail population in 2005 through 2007 of all Parties. City population estimates for April 2008 shall be used. The Parties' percentage shares and estimated costs are shown in the following table, subject to modification under subsection B of this Section:

	Cost share based on Combined City Pop. & Jail ADP	
Cities	%	\$
Bellevue	11.9%	\$395,436
Kirkland	5.8%	\$192,687
Redmond	5.9%	\$196,284
Seattle	69.4%	\$2,299,827
Shoreline	6.9%	\$229,586
Total ¹	100%	\$3,313,821

B. If any Participating City is added to this Agreement by amendment, then Seattle shall prepare and distribute to the Parties a new schedule of percentages, with the Participating City added and the percentages revised consistent with subsection A of this Section. Each Participating City shall be obligated for its share of cumulative costs, including those incurred before it becomes a Party, unless otherwise expressly agreed by all Parties at the time such Participating City is added to the Agreement.

C. The Parties agree to the initial budget attached as Exhibit B to this Agreement and incorporated by this reference. Seattle may make reallocations among budget line items in Exhibit B and may allocate the contingency line item to any other line items, without approval from other Parties, but any increase in the total budget shall require

¹ (Percentages do not equal 100% due to rounding.)

unanimous approval of the Principal Cities. The attached budget is based on the assumption that sufficient work would be done to identify and analyze any probable significant adverse environmental impacts of all of the agency "actions," within the meaning of SEPA, that would likely be required in order to construct a regional jail at any one of multiple Sites, so that the FEIS would not contemplate a further phase of review after final selection of a Site. If, instead, the Principal Cities approve a phased review with a more limited scope of the FEIS, it is expected that actual costs allocated under this Agreement in some line items would be lower, but this Agreement would not cover any later phase of SEPA review or its costs.

D. Within 30 days after the end of each calendar quarter beginning with the first quarter of 2009, Seattle shall provide to each other Party a reasonably detailed invoice with an accounting of the costs that Seattle has incurred for the purposes set forth in this Agreement within the last quarter and cumulatively, together with any revised budget and a calculation of the payments needed from other Parties to allocate the total costs incurred for such purposes according to this Section. The first such invoice shall include costs incurred in 2008. Each other Party owing money according to that calculation shall make payment to Seattle no later than 45 days after receiving the invoice.

E. Within 90 days after termination of this Agreement, Seattle shall distribute a final accounting to the Parties. Each other Party owing money according to that calculation shall make payment to Seattle no later than 45 days after receipt of the final accounting, and to the extent any Party is entitled to reimbursement for any overpayment, Seattle shall make payment to the Party no later than 60 days after the date of the final accounting, provided that Seattle shall not be required to advance funds owed by another Party.

8. Appeals.

A. Unless otherwise provided by applicable law then in effect, any timely appeals of the adequacy of the FEIS and compliance with applicable SEPA procedural requirements shall be heard by the Seattle Hearing Examiner pursuant to Seattle Municipal Code Section 25.05.680. Seattle shall have sole responsibility to defend the adequacy of the FEIS, as to the actions covered by the FEIS, in any administrative appeal to the Seattle Hearing Examiner, or if for any reason the Hearing Examiner does not have jurisdiction of an initial appeal, then in any initial appeal before a court or other administrative tribunal with jurisdiction, to the extent such appeal relates to the adequacy of the FEIS or compliance with the applicable SEPA procedural requirements. The costs of such defense, including without limitation costs of in-house attorneys, outside counsel if deemed necessary by Seattle, staff support and costs of experts, shall be considered costs allocable hereunder. Any further appeal of a decision by a hearing examiner, other administrative body or trial court on the adequacy of the FEIS is outside the scope of this Agreement. Subject to the execution of a satisfactory common interests and confidentiality agreement, Seattle shall keep the Co-lead Cities reasonably informed of the status of the appeal and shall consult with them regarding any major decisions.

B. Any administrative appeal or court challenge to a substantive action, including without limitation a change in development regulations or project permit decision, whether or not joined with a challenge to be defended under subsection A and whether or not involving issues of SEPA compliance or exercise of SEPA authority, is outside the scope of this Agreement.

9. Effectiveness; Additional Parties; Termination; Withdrawal of a Party.

A. This Agreement will become effective upon signing and delivery of the Agreement by all Principal Cities, as set forth in Section 13 of this Agreement.

B. Any Northeast City may become a Participating City under this Agreement by amendment approved under Section 6, without need for action of the legislative bodies of the existing Parties. Participating Cities will not have authority over decisions under this Agreement, but will have the same rights and responsibilities for review and comment on draft documents as Co-Lead Cities.

C. This Agreement shall remain in effect until the FEIS, and any supplements or addenda to the FEIS that may be required as a result of any proceeding before the Seattle Hearing Examiner, have been issued, and either the time for any appeal of Seattle's decision on the adequacy of the FEIS shall have expired or a final decision on an appeal of that determination, in which Seattle has responsibility for defense under Section 8A of this Agreement, shall have been issued by the Hearing Examiner or by a court or other administrative tribunal with jurisdiction to hear an initial appeal on the adequacy of the FEIS. The provisions of Section 7 of this Agreement for final accounting and reimbursements shall remain in effect until fully performed.

D. Any Party, may, upon thirty (30) days written notice to the other Parties, withdraw from this Agreement, without cause.

E. If a Co-Lead City or Participating City withdraws from this Agreement, then it shall remain in effect among the remaining Parties.

F. The withdrawing Party, as of the date of termination, shall not have any rights of a Party, or of a Principal City or Co-lead Agency, under this Agreement, and no consent of that Party shall be required for any purpose under this Agreement. The withdrawing Party is released from any obligation to perform its obligations pursuant to the Agreement, except as set forth in this Section 9.

G. Any Party that withdraws from this Agreement shall remain obligated for its share of costs allocable under this Agreement that are incurred through the date of termination of this Agreement.

H. If a Co-Lead City withdraws from the Agreement, any Site in that city shall remain among the alternatives for the Proposal unless and until the remaining Parties unanimously agree otherwise, and the withdrawing Party shall remain obligated to cooperate in providing information required for environmental review with regard to that

Site:

I. If Seattle withdraws from this Agreement, then this Agreement shall terminate on the effective date of withdrawal.

10. Remedies.

Except as provided in Sections 7 and 8 above, this Agreement shall not result in any monetary liability, in damages or otherwise, from any Party to another. No Party shall be liable for any damages to, or costs incurred by, other Parties resulting from any actual or alleged error, misstatement or omission in any SEPA document or related to any SEPA process, or any ruling regarding failure to comply with SEPA, whether or not the result of the negligence of a Party. Except for monetary obligations under Sections 7 and 8 of this Agreement, any suit to enforce the terms of this Agreement or any obligation under this Agreement shall be limited to equitable remedies not involving payment of money.

11. Dispute Resolution.

A. Except for matters resolved under Section 6, in the event of a dispute between the Parties regarding this Agreement, the Parties shall attempt to resolve the dispute informally.

B. If the dispute involves a claimed breach of this Agreement and the Parties are not able to resolve the dispute informally, then the Party may bring suit against the other Party in King County Superior Court.

C. As an alternative to the above, the Parties may agree in writing to mediation, or some other alternative dispute resolution process.

12. Notices.

The Parties' addresses for notices under this Agreement shall be the physical and electronic addresses of the primary contacts as set forth below the signature of each Party on this Agreement or on the amendment adding that Party, as the case may be, in each case until a Party shall have provided written notice of substitute primary contact information to the other Parties hereunder.

Notice and copies of documents may be provided by email, and if so provided shall be effective on the day received if received on a Working Day by 5:00 PM Pacific time, and if later then effective on the next Working Day. If provided by U.S. mail, any notice or other communication shall be effective on the second Working Day after deposit in the U.S. mail, postage prepaid, addressed in accordance with this Section.

13. Counterparts.

This Agreement may be executed in counterparts, each of which shall constitute an

original and which together shall constitute a single agreement, and shall be binding and effective when each Principal City has signed at least one counterpart that has been delivered to the Seattle Department of Fleets and Facilities, regardless whether all Principal Cities shall have signed the same counterpart. Any amendment adding a Participating City may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single amendment, and shall be binding and effective when each Principal City and the Participating City being added each has signed at least one counterpart that has been delivered to the Seattle Department of Fleets and Facilities, regardless whether all of them shall have signed the same counterpart.

14. Severability.

If any provision of this Agreement shall be held by a court to be invalid or unenforceable, or if this Agreement or a provision hereof shall be held by a court not to be binding or enforceable against a particular Party, then the remaining provisions, or the provisions hereof as applied to all other Parties, as the case may be, shall remain in full force and effect. To the extent that the obligation of any Party to contribute to costs as described herein shall be finally determined by a court to be invalid or unenforceable, that Party's share of costs shall be reallocated among the remaining Parties in proportion to their respective shares under this Agreement.

15. Entire Agreement, Modification.

This Agreement is the entire agreement of the Parties with respect to SEPA matters involving the Proposal. This Agreement does not supersede, and unless expressly so agreed in writing shall not be affected by, any other agreement among any of the Parties regarding any aspects of the Proposal other than SEPA matters. This Agreement may be modified only by written agreement of all Parties, but any written agreement affecting only the rights and obligations as among two or more Principal Cities shall be valid without agreement of any other Parties.

16. No Partnership.

This Agreement does not establish any partnership or joint venture, nor authorize any Party to incur a liability or obligation binding on another Party or Parties.

17. Miscellaneous.

A. This Agreement is for the benefit only of the Parties, and shall not give rise to any claim or remedy for any other person.

B. Nothing in this Agreement shall delegate, diminish or modify the statutory or regulatory authority of the Parties.

C. Time is of the essence of the terms of this Agreement.

THE CITY OF BELLEVUE, a
Washington municipal corporation

By: _____

Date: _____, 2008

Name: _____

Title: _____

Primary contact (required):

Name: _____

Title: _____

Address: _____

phone: _____

fax: _____

email: _____

Alternate contact (optional):

Name: _____

Title: _____

Address: _____

phone: _____

fax: _____

email: _____

Authorized official (required):

Name: _____

Title: _____

Address: _____

phone: _____

fax: _____

email: _____

Alternate authorized official (optional):

Name: _____

Title: _____

Address: _____

phone: _____

fax: _____

email: _____

THE CITY OF REDMOND, a
Washington municipal corporation

By: _____

Date: _____, 2008

Name: _____

Title: _____

<p>Primary contact (required): Name: _____ Title: _____ Address: _____ _____ - phone: _____ fax: _____ email: _____ -</p>	<p>Alternate contact (optional): Name: _____ Title: _____ Address: _____ _____ - phone: _____ fax: _____ email: _____ -</p>
<p>Authorized official (required): Name: _____ Title: _____ Address: _____ _____ - phone: _____ fax: _____ email: _____ -</p>	<p>Alternate authorized official (optional): Name: _____ Title: _____ Address: _____ _____ - phone: _____ fax: _____ email: _____ -</p>

THE CITY OF SHORELINE, a
Washington municipal corporation

By: _____

Date: _____, 2008

Name: _____

Title: _____

<p>Primary contact (required):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>	<p>Alternate contact (optional):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>
<p>Authorized official (required):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>	<p>Alternate authorized official (optional):</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>—</p> <p>phone: _____</p> <p>fax: _____</p> <p>email: _____</p> <p>—</p>

Exhibit B

Estimated Budget

Work	Total
Environmental Site Assessment (Phase 1 & II)	\$120,000
Geotechnical Site Consultation (Phase I & II)	\$275,500
Wetlands Survey	\$20,000
SEPA/EIS	\$375,000
Traffic Study	\$125,000
Predesign (Architect - for EIS analysis)	\$1,000,000
Architectural (spatial) Programming	\$250,000
Phase II of the NECC Study (Jail Program Plan)	\$114,792
Communications & Public Outreach	\$350,000
Jail Operations Expert	\$75,000
Capital Project Manager	\$116,000
Staff Coordinator	\$22,000
Legal Review	\$200,000
CONTINGENCY (@ 10% of consultant costs)	\$270,529
Total Costs under the EIS ILA:	\$3,313,821

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7924

A RESOLUTION authorizing the City Manager or his designee to execute an agreement to establish the terms that will govern the rights, duties, and responsibilities of the cities of Seattle, Bellevue, Kirkland, Redmond, and Shoreline in a combined Environmental Impact Statement for a potential municipal jail facility.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is authorized to execute an agreement with the cities of Seattle, Kirkland, Redmond, and Shoreline entitled "SEPA NOMINAL LEAD AGENCY AGREEMENT", substantially in the form of agreement which has been given Clerk's Receiving No. _____.

Passed by the City Council this _____ day of _____, 2008, and signed in authentication of its passage this _____ day of _____, 2008.

(SEAL)

Grant S. Degginger, Mayor

Attest:

Myrna L. Basich, City Clerk



CR# 44165 Date: 04.15.09

Loc: 09-258 PO #: 811600-000

Res 7824

City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: SEPA Nominal Lead Agency Agreement
Contract Description: Sets the terms for the misdemeanor jail study, specifically regarding the SEPA analysis costs.
Total Contract Value:
This Amendment Value: N/A

Department: Police - 593
Contract Manager: Carl Krikorian
Contract Type: Interlocal Agreement (ILA)
Contract Form: Vendor contract document
Budget Expenditure: No Budget Impact (Explain in Additional Comments)

Vendor Information:

Is this a new vendor? No
Vendor Name: City of Seattle
JDE Vendor Number: 92899
Is this vendor an independent contractor? Yes

Tax ID #:
COB License #:
UBI #:
Contractor's License #:

Contract Terms:

Original Effective Date: 12/01/2008 End Date: 06/30/2010 Subject To: No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
Council Award Date: 11/3/2008 Council Action: Resolution Legislative #: 7824

Route:

Table with columns: Route, In, Out. Rows include Contracting Services, Information Technology, Legal, Insurance Reviewed By, Department Director, Contracting Services, Return To, and City Clerk's Office.

CONTRACT REVIEW CRITERIA

811600-000

Contract Title: SEPA Nominal Lead Agency Agreement **Vendor Name:** City of Seattle

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified?
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached?
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's?
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue?
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List?
- aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?

No insurance requirements.

No hold harmless