Attachment A

MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE AND KING COUNTY, WASHINGTON CONCERNING THE KING COUNTY CORRECTIONAL FACILITY

I. INTRODUCTION

A. On October 30, 2006, the United States notified King County officials of its intention to investigate conditions of confinement at the King County Correctional Facility ("KCCF" or "the Jail"), pursuant to the Civil Rights of Institutionalized Persons Act, 42 U.S.C. § 1997.

B. On March 6-8, 2007 and August 1-2, 2007, the United States toured KCCF with consultants in the fields of corrections and custodial sexual misconduct, medical care and contagious disease prevention and treatment, and suicide prevention.

C. Throughout the course of the investigation, the United States received complete cooperation and access to the Jail, and documents from the King County Department of Adult and Juvenile Detention and Public Health Seattle-King County.

D. On November 13, 2007, the United States issued a findings letter pursuant to 42 U.S.C. § 1997 that concluded that certain conditions at KCCF violate the constitutional rights of individuals confined at the Jail.

E. The Parties to this Memorandum of Agreement are the United States Department of Justice and King County, Washington; the King County Executive; and their successors, contractors, and agents (collectively, the "County"). The County shall ensure that all County agencies take any actions necessary to comply with the provisions of this Memorandum of Agreement.

F. No person or entity is intended to be a third-party beneficiary of the provisions of this Memorandum of Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Memorandum of Agreement. This Memorandum of Agreement is not intended to impair or expand the right of any person or organization to seek relief against the County or its officials, employees, or agents for their

conduct. This Memorandum of Agreement does not alter legal standards governing any such claims, including those standards established by Washington law.

II. DEFINITIONS

A. "DOJ" shall refer to the United States Department of Justice, which represents the United States in this matter.

B. "Effective date" shall mean the date the Memorandum of Agreement is fully executed by all parties.

C. "Exigent" shall mean "something arising suddenly out of the current of events; any event or occasional combination of circumstances calling for immediate action or remedy; a pressing necessity; a sudden and unexpected happening or an unforeseen occurrence or condition."

D. "Generally accepted professional standards" means those industry standards accepted by a significant majority of professionals in the relevant field, and reflected in the standards of care such as those published by the National Commission on Correctional Health Care (NCCHC).

E. "Include" or "including" shall mean "include, but not be limited to" or "including, but not limited to."

F. "Inmate" or "inmates" shall be construed broadly to refer to one or more individuals detained at, or otherwise housed, held, in the custody of, or confined at either the existing Jail or any institution that is built or used to replace the Jail or any part of the Jail.

G. "KCCF" or "the Jail" shall refer to the King County Correctional Facility located in Seattle, Washington.

H. "Quality improvement program" means a system for monitoring the fundamental aspects of the facility's health care system (i.e., access to care, the intake process, continuity of care, emergency care and hospitalizations, and adverse patient occurrences including all deaths) and for employing strategies to solve identified problems. In the context of this agreement, the "quality improvement program" also assesses the implementation and effectiveness of all remedies instituted pursuant to this Memorandum of Agreement, to identify deficits that may exist, and to effectuate new measures to cure deficits identified.

I. "Qualified Medical Professional" shall mean a licensed physician, licensed physician assistant, or a licensed nurse practitioner, who is currently licensed by the State of Washington to deliver those health care services they have undertaken to provide and who practice within the scope of their license.

J. "Qualified Mental Health Professional" shall refer to: psychiatrists, psychologists, psychiatric social workers, psychiatric nurses, and others who by virtue of their license, education, credentials, or experience are permitted by law to evaluate and care for the mental health needs of patients and who practice within legal requirements and within licensing requirements, if any.

K. "Suicide Precautions" means any level of watch, observation, or measures to prevent self-harm.

L. "Train," means to instruct in the skills addressed to a level that the trainee has the demonstrated proficiency to implement those skills as and when called for in the training. "Trained" means to have achieved such proficiency.

M. "Use of Force Board" means a board whose standing members shall include, at a minimum, the Deputy Director of the Department of Adult and Juvenile Detention and the Facility Commander of the King County Correctional Facility. The Use of Force Board may also include, and shall routinely consult with, representatives of the training section, Internal Investigations Unit and Jail Health, as necessary to ensure an adequate review of uses of force and implementation of the Use of Force Board's recommendations.

N. Throughout this Memorandum of Agreement, the following terms are used when discussing compliance: substantial compliance, partial compliance, and non-compliance: "Substantial compliance" indicates that the Jail has achieved compliance with most or all components of the relevant provision of the Memorandum of Agreement. "Partial compliance" indicates that compliance has been achieved on some of the components of the relevant provision of the Memorandum of Agreement, but significant work remains. "Non-compliance" indicates that most or all of the components of the Memorandum of Agreement provision have not yet been met. For purposes of compliance with medical care

provisions of this Memorandum of Agreement, isolated, non-systemic incidents shall not, by themselves, cause the County to be found to be out of substantial compliance with any relevant provision.

III. SUBSTANTIVE PROVISIONS

Except where otherwise specifically provided, King County shall make significant progress towards substantial compliance within 180 days of the effective date of this Memorandum of Agreement and shall implement all provisions of this Memorandum of Agreement within 1 year of the effective date.

A. PROTECTION FROM HARM

1. Use of Force:

a. The County shall develop, implement, and maintain comprehensive and contemporary use of force policies, procedures, and practices regarding permissible use of force. The policies and procedures shall:

i. require staff to report all uses of force, including chemical agents (such as Oleoresin Capsicum or O.C. spray) and non-routine use of restraints;

ii. require use of force reports to include a detailed description of the facts and circumstances of the incident, inmate and staff actions, and witness statements, including statements by all staff who witnessed the incident;

iii. provide that staff are subject to discipline for failure to report a use of force, or for providing false reports or reports containing material omissions, when policy requires such a report;

iv. provide for a preliminary investigation of all uses of force involving serious or unexplained injuries, inmates in mechanical restraints, hard impact head strikes, chemical restraint on mentally ill inmates, or uses of force involving apparent violations of the use of force policies. Such preliminary investigation shall be conducted by a shift commander or his or her designee(who had no involvement in the incident or direct supervision over involved staff) or internal investigations investigator and shall be reviewed by the Facility Major, Facility Commander and the Department's Use of Force Board. Preliminary investigations shall include interviews of or reports from the inmate, witnesses, and all involved staff, except when such interviews of staff would be inappropriate in light of Garrity v. New Jersey, 385 U.S. 493 (1967);

v. provide that preliminary investigations revealing evidence of possible staff misconduct shall be referred to the Internal Investigations Unit for full investigation;

vi. provide for the screening of all use of force reports, incident reports, and grievances by the Facility Major or his or her designee(s);

vii. set forth any permissible use of chemical agents, including contraindications and impermissible uses;

viii. require that, when feasible, Qualified Medical Professionals are consulted regarding any contraindications before any planned use of chemical agents on an inmate;

ix. require that, when feasible, Qualified Mental Health Professionals are consulted before any planned use of force or non-routine use of restraints on any inmate with a diagnosis of mental illness;

x. set forth the generally accepted force and defensive tactics options available to security staff for use in various situations;

xi. provide that mentally ill inmates who must be restrained shall be monitored by a qualified mental health professional as soon after the restraint as practicable and at appropriate intervals thereafter; and

xii. re-train staff to prohibit the use of the technique known as the "hair hold," except in exigent situations. Retraining shall commence immediately and all staff shall be retrained within two training cycles.

b. The County shall ensure that corrections staff and management receive adequate competency-based pre-service and annual in-service training on all use of force and defensive tactics policies and procedures. Pre-service training shall consist of training provided by the Washington State Criminal Justice Training Commission, plus at least the same level of use of force and defensive tactics training currently provided in KCCF's new employee orientation for Corrections Officers. Annual in-service training shall be a minimum of 4 hours every year.

2. Internal Investigations:

a. The County shall develop, implement, and maintain comprehensive policies, procedures, and practices for the investigation of alleged staff misconduct, including unnecessary or inappropriate use of force.

b. The County shall provide appropriate competency-based training for all investigative management and staff in conducting internal corrections investigations.

c. Incident reports and use of force reports shall be audited monthly by the Internal Investigations Unit or the Use of Force Board to ensure that reports are being appropriately referred for preliminary investigations where warranted.

B. SUICIDE PREVENTION

1. Protection from Self Harm: The County shall implement and ensure adequate suicide prevention policies, procedures, and practices at KCCF consistent with generally accepted professional standards.

2. Suicide Prevention Program: The County shall continue to implement a program that identifies and responds to suicidal inmates. All aspects of the program shall be addressed by written policy and defined procedures. The suicide prevention program shall include: training, identification, referral, evaluation, housing, monitoring, communication, intervention, notification, reporting, review, and critical incident debriefing.

3. Staff training: All staff members who work with inmates shall be trained on KCCF's Suicide Prevention Program. Staff shall demonstrate competency in the verbal and behavioral cues that indicate potential suicide, and how to respond appropriately. Initial and at least annual training shall be provided in accordance with generally accepted professional standards.

4. Observation: The County shall develop and implement policies, procedures, and practices pertaining to observation of suicidal inmates including close observation of inmates at staggered intervals not to exceed every 15 minutes (e.g., 5, 10, 7 minutes), and constant and uninterrupted observation of inmates where established criteria indicate that constant observation is appropriate. A qualified mental health professional shall conduct a mental status examination of inmates on suicide precautions on a daily basis to adequately assess the appropriateness of continued housing and suicide watch.

5. Intervention: The County shall continue to ensure that all staff who come into contact with inmates are trained in standard first aid and cardiopulmonary resuscitation; all staff who come into contact with inmates participate in annual "mock drill" training to ensure a prompt emergency response to all suicide attempts; and shall ensure that an emergency response bag that includes appropriate equipment, including a first aid kit and emergency rescue tool, shall be in close proximity to all housing units. All staff who come into regular contact with inmates shall know the location of this emergency response bag and shall be trained in its use.

C. MEDICAL CARE

1. General Medical Care:

a. The County shall provide timely and medically-appropriate care for inmates with serious medical needs. This shall include timely access to appropriate medical professionals and care ordered by these professionals, including timely follow-up.

b. During the booking process, in a reasonably private setting, The County shall ensure that trained security staff inquire as to conditions that would require immediate health care evaluation, including, among other things, communicable disease, alcohol and substance use, suicide risk, medication, and acute or chronic diseases. Inmates who screen positive for any of these items shall be referred for immediate or prioritized assessment by the intake nurse or other medical or mental health staff, as appropriate. Security staff supervising newly arrived inmates shall observe the conduct and appearance of these inmates to determine whether they have a more immediate need for medical or mental health attention prior to their initial health screening by clinical staff.

c. The County shall continue to implement an effective system for classifying the degree of medical urgency based on requests for care and clinical evaluation.

d. The County shall adopt and implement a system to ensure that inmates with acute and/or chronic illnesses, including communicable disease, timely receive necessary diagnosis, monitoring and treatment.

e. The County shall continue to adopt and follow clinical protocols for treatment of chronic disease, including mental illness. These clinical protocols shall be consistent with generally accepted professional standards. The County shall confirm in the medical record that clinicians are following the chronic disease protocols. When clinically indicated, deviations from the protocols shall be explained. The County shall review the treatment of inmates with chronic disease, including mental illness as part of their quality improvement program to ensure treatment in keeping with the clinical protocols. The County shall keep records of all care provided in the KCCF to inmates diagnosed with chronic disease, including emergency room visits and hospitalizations, in the inmate's individual medical record.

f. The County shall provide pre-service training and conduct in-service drills at least annually for security staff, medical care staff, and intake staff to ensure that staff recognize and respond to medical and mental health emergencies.

2. Communicable Disease Management:

a. The County shall continue to implement infection control policies, procedures, and clinical guidelines to prevent the intramural transmission of communicable diseases, including skin infections. These documents should provide case identification, timely and appropriate wound cultures, treatment, wound care, monitoring, and appropriate referrals.

b. The County shall establish and continue to implement effective infection control programs, including programs for skin infections, that: (i) actively collect reliable data regarding communicable diseases; (ii) analyze these data for trends and potential sources of intramural transmission; (iii) initiate inquiries regarding adverse rates or trends; (iv) identify and implement necessary corrective action; (v) monitor to ensure that appropriate remedies are achieved; and (vi) integrate this information into the Jail's quality improvement program.

3. Medication Management: The County shall ensure that the administration of medication to inmates is implemented in accordance with generally accepted professional standards of care. The County shall continue to implement policies and procedures for the accurate administration of medication and documentation in medication administration records. The County shall provide a system-level review of the use of medication via the established Quality Improvement Program to ensure that inmate medication regimens are appropriate and effective.

D. ENVIRONMENTAL HEALTH

1. The County shall develop, implement, and maintain policies, procedures, and practices for laundry and exchange of linens to protect inmates from risk of exposure to communicable disease, bodily fluids, and other pathogens, e.g. the County shall provide exchange of linens sufficient for each inmate to have 2 uniforms per week, 2 sets of sheets (tops and bottoms) per week, 2 towels per week, and a daily change of underwear.

2. The County shall train staff and educate inmates regarding safe laundry and personal hygiene.

3. The County shall ensure that mattresses are effectively sanitized between users, and shall destroy any mattress that cannot be sufficiently sanitized to kill bacteria.

E. QUALITY IMPROVEMENT PROGRAM

The County shall continue to develop and implement quality improvement programs adequate to identify and correct serious deficiencies in protection from harm, suicide prevention, and medical care.

IV. MONITORING AND ENFORCEMENT

A. Monitor Selection: The parties have jointly selected Lindsay Hayes to serve as the monitor of compliance with this Memorandum of Agreement ("Monitor"). Should the position become vacant and the parties cannot agree on a replacement each party shall submit two names of persons, who they believe to be qualified by virtue of the candidate's experience, or expertise in the administration of a correctional facility, along with resumes or curricula vitae and cost proposals to a third party neutral, selected with the assistance of the Federal Mediation and Conciliation Service, and the third party neutral shall appoint the monitor from among the names of qualified persons submitted. Any cost of the third party neutral shall be shared equally by the parties. Neither party, nor any employee or agent of either party, shall have any supervisory authority over the Monitor's activities, reports, findings, or recommendations. The cost for the Monitor's staff, fees, and expenses shall be borne by the County. The selection of the Monitor shall be conducted solely pursuant to the procedures set forth in this Memorandum of Agreement, and will not be governed by any formal or legal procurement requirements. The Monitor may be terminated only for good cause, unrelated to the Monitor's findings or recommendations, and only with advance approval of both parties.

B. Monitor Qualifications: The Monitor, and his or her staff, shall have experience and education or training in the fields of corrections, medical care, and suicide prevention. The Monitor, and his or her staff, may also have education, training, or experience in systems of accountability or quality assurance.

C. Monitor Access: The Monitor shall have full and complete access to the Jail, all facility records, King County inmate records, staff, and inmates. The County shall direct all employees to cooperate fully with the Monitor. All non-

public information obtained by the Monitor shall be maintained in a confidential manner.

D. Monitor Ex Parte Communications: The Monitor shall be permitted to initiate and receive ex parte communications with all parties.

E. Limitations on Public Disclosures by Monitor: Except as required or authorized by the terms of this Memorandum of Agreement or the parties acting together, the Monitor shall not: make any public statements (at a conference or otherwise) or issue findings with regard to any act or omission of King County or their agents, representatives or employees, or disclose non-public information provided to the Monitor pursuant to this Memorandum of Agreement. Any press statement made by the Monitor regarding his or her employment must first be approved in writing by all parties. The Monitor shall not testify in any other litigation or proceeding with regard to any act or omission of the County or any of its agents, representatives, or employees related to this Memorandum of Agreement, nor testify regarding any matter or subject that he or she may have learned as a result of his or her performance under this Memorandum of Agreement. Reports issued by the Monitor shall not be admissible against the County in any proceeding other than a proceeding related to the enforcement of the County's Memorandum of Agreement with DOJ. Unless such conflict is waived by the parties, the Monitor shall not accept employment or provide consulting services that would present a conflict of interest with the Monitor's responsibilities under this Memorandum of Agreement, including being retained (on a paid or unpaid basis) by any current or future litigant or claimant, or such litigant's or claimant's attorney, in connection with a claim or suit against the County, its departments, officers, agents or employees. The Monitor is not a State/County or local agency or an agent thereof, and accordingly the records maintained by the Monitor shall not be deemed public records subject to public inspection. Neither the Monitor nor any person or entity hired or otherwise retained by the Monitor to assist in furthering any provision of this Memorandum of Agreement shall be liable for any claim, lawsuit or demand arising out of the Monitor's performance pursuant to this Memorandum of Agreement. This paragraph does not apply to any proceeding before a court related to performance of contracts or subcontracts for monitoring this Memorandum of Agreement.

F. Monitor Reports: The Monitor shall provide the parties with reports describing the steps taken by the County to implement this Memorandum of Agreement and evaluate the extent to which the County has complied with each substantive provision of the Memorandum of Agreement. The Monitor shall issue such reports every four months, unless both parties otherwise agree in writing. The reports shall be provided to the parties in draft form for comment at least two weeks prior to their issuance. These reports shall be written with due regard for the privacy interests of individual inmates and staff and the interest of the County in protecting against disclosure of non-public information. In each report, the Monitor shall evaluate the status of compliance for each provision of the Memorandum of Agreement using the following standards: (1) substantial compliance; (2) partial compliance, and (3) non-compliance. In order to assess compliance, the Monitor shall review, at a minimum, a sufficient number of pertinent documents to accurately assess current conditions; interview all pertinent staff; and interview a sufficient number of inmates to accurately assess current conditions. The Monitor shall be responsible for independently verifying representations from the County regarding progress toward compliance, examining supporting documentation where applicable. Each Monitor's report shall describe the steps taken to analyze conditions and assess compliance, including documents reviewed and individuals interviewed, and the factual basis for each of the Monitor's findings.

G. Monitor Budget: The County shall provide the Monitor with a budget sufficient to allow the Monitor to carry out the responsibilities described in this Memorandum of Agreement. The Monitor may hire or consult with such additional staff as necessary to fulfill the duties required by the Memorandum of Agreement.

H. Technical Assistance by the Monitor: The Monitor shall provide the County with technical assistance as requested by the County.

V. REPORTING REQUIREMENTS AND RIGHT OF ACCESS

A. The County shall submit compliance reports to the United States and the Monitor, the first of which shall be filed within 90 days of the effective date. Thereafter, the reports shall be filed every four months until the Memorandum of Agreement is terminated.

B. Each compliance report shall describe the actions the County has taken during the reporting period to implement this Memorandum of Agreement and shall make specific reference to the Memorandum of Agreement provisions being implemented.

C. The County shall maintain sufficient records to document that the requirements of this Memorandum of Agreement are being properly implemented and shall make such records available at all reasonable times for inspection and copying by the United States. In addition, The County shall maintain and submit upon request records or other documents to verify that they have taken such actions as described in their compliance reports (e.g., census summaries, policies, procedures, protocols, training materials, and incident reports) and will also provide all documents reasonably requested by the United States.

D. The United States and its attorneys, consultants, and agents shall have unrestricted access to the Jail, Jail inmates, Jail staff (including staff at KCCF employed or contracted by Jail Health Services), and documents as reasonably necessary to address issues affected by this Memorandum of Agreement.

E. Within 30 days of receipt of written questions from the DOJ concerning the County's compliance with the requirements of this Memorandum of Agreement, The County shall provide the DOJ with written answers and any requested documents.

F. The County shall appoint a settlement coordinator to oversee compliance with this Memorandum of Agreement and to serve as a point of contact.

VI. CONSTRUCTION, IMPLEMENTATION AND TERMINATION

A. The County shall implement all reforms necessary to effectuate this Memorandum of Agreement. The implementation of this Memorandum of Agreement will begin immediately upon final execution by both parties.

B. Upon execution of this Memorandum of Agreement, the DOJ shall file a complaint in the United States District Court for the Western District of Washington (USDC), and file contemporaneously a Joint Motion for Conditional Dismissal of the complaint pursuant to Federal Rule of Civil Procedure 41(a)(2). A copy of this Memorandum of Agreement shall be

attached to the Joint Motion for Conditional Dismissal and that motion shall: (1) request that the court dismiss the complaint upon the passage of three (3) years from the date of its filing or the County's earlier substantial compliance with the terms of this Memorandum of Agreement; (2) request that the court place the case on its inactive docket; and (3) retain jurisdiction over the case until final dismissal. The parties expressly declare that this provision shall not be interpreted to provide for active judicial supervision.

C. If the DOJ believes that the County has failed to fulfill a significant obligation under this Memorandum of Agreement and that such failure constitutes a violation of inmates' constitutional rights, the DOJ may take further judicial action in USDC. Prior to taking such judicial action the DOJ will give written notice of the failure to the County. The County shall have sixty days from the date of such notice to cure the failure, or such additional time as is reasonable due to the nature of the issue and agreed upon by the parties, and provide the DOJ with sufficient proof of its cure. At the end of the sixty day period, or such additional time as is reasonable due to the nature of the issue and agreed upon by the parties, in the event that the DOJ determines that the failure has not been cured, the DOJ may seek judicial action without further notice. However, in case of an emergency posing an immediate threat to the health or safety of inmates, the United States shall notify the County but may omit any period for cure described herein, before seeking judicial action. The DOJ commits to work in good faith with the County to avoid enforcement actions. In the event of any such litigation, this agreement shall not be introduced or used as evidence.

D. This Memorandum of Agreement shall terminate three years from the effective date. The Memorandum of Agreement may terminate earlier if the Parties agree that the County has substantially complied with each of the provisions of the Memorandum of Agreement and has maintained substantial compliance for at least 18 months. Each operative section of the Memorandum of Agreement (protection from harm; protection from self-harm; medical care) may terminate independently if the Parties agree that the County has substantially complied with each term in the section and has maintained substantial compliance for at least 18 months. The burden shall be on the County to demonstrate this level of compliance. Non-compliance with mere technicalities, or temporary failure to comply during a period of otherwise

sustained compliance will not constitute failure to maintain substantial compliance. At the same time, temporary compliance during a period of sustained non-compliance shall not constitute substantial compliance.

E. Failure by either party to enforce this entire Memorandum of Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of its right to enforce other deadlines or provisions of this Memorandum of Agreement.

F. If any unforeseen circumstance occurs that causes a failure to timely carry out any requirements of this Memorandum of Agreement, The County shall notify the DOJ in writing within 20 calendar days after the County becomes aware of the unforeseen circumstance and its impact on the County's ability to perform under the Memorandum of Agreement. The notice shall describe the cause of the failure to perform and the measures taken to prevent or minimize the failure. The County shall implement all reasonable measures to avoid or minimize any such failure.

G. Dispute Resolution: The parties recognize that there may be areas about which they can not easily agree during the course of implementation of this Agreement. In order to address this possibility, the parties agree to employ, when necessary, the services of a neutral party and to engage in good faith negotiations with such a mediator to resolve such differences promptly and effectively. The parties agree to first look to neutral mediators who may be available at low cost, such as ones selected with the assistance of the Federal Mediation and Conciliation Service or other similar services. Should costs be incurred for a mediator, the parties agree to share equally such costs.

H. This Memorandum of Agreement shall constitute the entire integrated Memorandum of Agreement of the parties. With the exception of DOJ's findings letter referenced in paragraph (I)(D) herein and any DOJ technical assistance recommendations, no prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein in this litigation or in any other proceeding.

I. The Memorandum of Agreement shall be applicable to, and binding upon, all parties, their officers, agents, employees, assigns, and their successors in office.

J. Each party shall bear the cost of its fees and expenses incurred in connection with this cause.

K. In the event that any provision of this Memorandum of Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Memorandum of Agreement.

L. The standards against which substantial compliance in Section III will be monitored are those that are constitutionally required.

FOR THE UNITED STATES:

JEFFREY C. SULLIVAN
United States Attorney
Western District of Washington700
Stewart Street, Suite 5220
Seattle, WA 98101-1271

GRACE CHUNG BECKER
Acting Assistant Attorney
General
Civil Rights Division

SHANETTA Y. CUTLAR
Chief
Special Litigation Section

DANIEL H. WEISS
Deputy Chief

JOSHUA C. DELANEY
AMIE S. MURPHY
MARINA MAZOR
Trial Attorneys
U.S. Department of Justice
Civil Rights Division
Special Litigation Section
950 Pennsylvania Ave., NW
Washington, D.C. 20530

FOR KING COUNTY, WASHINGTON:

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RON SIMS
King County Executive
King County, Washington

Approved as to form:

_____

JOHN GERBERDING
Senior Deputy Prosecuting Attorney
King County, Washington