





ORDINANCE

121699

AN ORDINANCE authorizing the Mayor to execute an amendment to the interlocal agreement with Yakima County for jail services to clarify the responsibilities of the parties with respect to billing and payment, the annual reconciliation, the daily fee for unused beds, and the medical premium.

WHEREAS, the City of Seattle ("City") and 34 other cities ("Cities") in King County have executed a long-term agreement with Yakima County for the housing of City inmates by Yakima County; and

WHEREAS, the City of Seattle and the Cities in King County have executed an Addendum to the Interlocal Agreement with Yakima County for the housing of City inmates by Yakima County; and

WHEREAS, Yakima County and the Cities desire to amend the Interlocal Agreement and the Addendum to further clarify the responsibilities of the respective parties;

NOW, THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The Mayor is authorized to execute, for and behalf of the City of Seattle, an agreement substantially in the form attached hereto with thirty-four other cities in King County entitled "SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE, AND TOWN OF YARROW POINT,



WASHINGTON FOR THE HOUSING OF INMATES BY YAKIMA COUNTY  
DEPARTMENT OF CORRECTIONS AND SECURITY" (Attachment 1).

Section 2. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 13<sup>th</sup> day of December, 2004, and signed by me in open session in authentication of its passage this 13<sup>th</sup> day of December, 2004.

[Signature]  
President \_\_\_\_\_ of the City Council

Approved by me this 17<sup>th</sup> day of December, 2004.

[Signature]  
Gregory J. Nickels, Mayor

Filed by me this 20<sup>th</sup> day of Dec, 2004.

[Signature]  
City Clerk

(Seal)

Attachment A: Second Amendment to the Interlocal Agreement between Yakima County and the Cities



ATTACHMENT 1

**SECOND AMENDMENT TO**

**INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE, AND TOWN OF YARROW POINT, WASHINGTON FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY**

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Second Amendment") is entered into and is effective the 31st day of December 2004 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

Whereas, Yakima County and the Cities above named have entered into an Interlocal Agreement for housing of City inmates by Yakima County on August 27, 2002 (Agreement); and

Whereas Yakima County and the Cities entered into an addendum to the Interlocal Agreement for Housing of Inmates by Yakima County effective October 31, 2002 (Addendum) and

Whereas, the parties desire to amend the Agreement and Addendum to further clarify the responsibilities of the respective parties;

NOW THEREFORE, the Parties agree as follows:

1. Section 3 of the Addendum is amended in its entirety as follows:

**DURATION:** The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of the Agreement. Yakima County agrees to extend the Agreement, as amended, for an additional two years if mutually agreeable to Yakima County and the Cities and the Cities notify Yakima County at least 18 months prior to December 31,



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2010. Thereafter, this Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

2. Section 7c of the Agreement is amended in its entirety as follows:

(c) **Billing and Payment.** Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving care from Yakima County, the case or citation number, and the number of days of care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Yakima County shall pro-rate the Bed Maintenance Fee and the Medical Premium (hereinafter "Daily Fee") of any City Inmate that has multiple charges among the Cities by dividing the Daily Fee pro-rata among those Cities with such multiple charges. Each City's individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within thirty (30) days from the date the statement is received. Payments not received by the 30th day shall bear interest at the rate of 1 % per month until payment is received.

3. A new Section 7d of the Agreement is added as follows:

a. **Reconciliation:** Effective October 1, 2003, Yakima will bill each city quarterly for unused beds (the difference between the City's minimum daily bed commitment as provided in Attachment A to this Second Addendum and the City's actual Average Daily Population (ADP) for the quarter). The rate for the unused beds will be the Bed Maintenance Fee as provided in Section 6 (a) of this Second Amendment below, except a portion of the unused beds shall be charged at the Reduced Rate Fee. The number of each city's unused beds that will be charged at the Reduced Rate Fee are as provided in Attachment B (Unused Bed Allocation Chart created by the Cities).

b. Yakima County will annually reconcile each City's unused beds (the difference between the City's Minimum Bed Commitment and the City's actual ADP per quarter) on a calendar year basis. Through the annual reconciliation process, Yakima County will provide credits in the fourth quarter bill to each city to the extent that the actual annual ADP paid exceeds the City's Minimum Bed Commitment up to the fee paid by said city per quarter for unused beds. If a City's annual ADP exceeds the annual minimum daily bed commitment ( hereinafter "net overage") Yakima County will allocate the total net overage as a credit on a pro rata basis to those Cities whose annual ADP did not meet their annual minimum daily bed commitment. If a City did not fully use their share of the Reduced Rate Fee beds as specified in Attachment B, those beds will be allocated on a pro rata basis to Cities that did not meet their Minimum Bed Commitment. The Cities will provide Yakima County with the appropriate allocation to each city of credits and division of the annual reconciliation bill for unused beds based on separate agreement among the Cities. Attachment C shows a method for this annual reconciliation. Reconciliation payments, both quarterly and annual will be due 30 days from the date the



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billing is received. There will be no interest payments charged on any 2003 or 2004 Reconciliation bills issued prior to the effective date of this **addendum**.

### c. 2003 Reconciliation:

The 2003 reconciliation will be based on Section 7 (d) of the Agreement and Section 6 (a) of the Addendum. Under this agreement, Cities will pay \$568,391 to Yakima for the fourth quarter 2003 reconciliation pursuant to Cities Allocation Agreement. (Attachment C shows the method for the payment by individual cities of the unused beds for the 2003 Reconciliation). There will be no interest payments charged on the 2003 Reconciliation, **provided 2003 reconciliation is paid within 30 days of receipt of billing.**

Section 6 of the Addendum is hereby amended in its entirety to provide as follows:

a. Daily Fee. In consideration of Yakima County's commitment to provide care for City Inmates, the Cities agree to pay Yakima County fees for the housing and care of each City Inmate, as provided in this Amendment as follows:

Year	Bed Maintenance Fee	Medical Premium	Reduced Rate Fee
2002	\$51.00	\$5.00	
2003	\$53.55	\$5.25	\$27.75
2004	\$56.23	\$5.51	\$27.75
2005	\$59.04	\$5.79	\$28.45
2006	\$61.99	\$6.08	\$29.19
2007	\$65.09	\$6.38	\$29.96
2008	\$68.34	\$6.70	\$30.77
2009	\$71.76	\$7.04	\$31.62
2010	\$75.35	\$7.39	\$32.51

1. Yakima County shall not charge a booking fee or any other fees in connection with the care of City Inmates except as specifically provided in the Interlocal Agreement between Yakima County and Cities, as amended.
2. Effective October 1, 2003, the Cities shall pay the Bed Maintenance Fee set forth in Paragraph 2 above on 340 beds, even if they are unused and for all inmates exceeding the 340 bed Cities Inmate population.
3. Effective October 1, 2003, the Cities shall pay the Reduced Rate Fee in Paragraph 2 above for each unused bed exceeding 340 up to a maximum of the 440 bed commitment. Provided however, that payment for unused beds exceeding 340 shall not be required for any period of time when the total Yakima County jail population (including all contract inmates) exceeds 1,500. At such time, Yakima County shall not charge Cities for unused beds. Yakima County **intends to use** the Reduced Rate Fees solely for debt service payments and operational costs related to Yakima County Department of Corrections and



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Security. At the end of each year, Yakima County will provide an annual report which shows the cost of debt service payments and operational costs for Yakima County Department of Corrections and Security exceeds the total Reduced Rate Fees collected.

4. Medical Premium:

- A. Yakima County shall pay for all medical, dental and psychiatric (including therapeutic) costs as authorized in this Addendum of the City's Inmates in exchange for the above listed Medical Premium.
- B. Effective October 1, 2003, Cities will pay the Medical Premium per City Inmate only on used beds. The Medical Premium shall not be paid on unused beds.
- C. Yakima County shall be permitted to use the Medical Premiums for psychiatric services including in-custody therapeutic services which 1) are court ordered, or 2) a) meet a Diagnostic Statistical Manual IV Diagnosis, and b) are deemed medically necessary by a Mental Health Professional and c) for which the inmate agrees to treatment. Medical Premiums shall not be used for psychiatric services which do not meet the conditions above except where such services are approved by the City in writing prior to the service being rendered.
- D. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric or dental service provided. Yakima County will provide detailed information regarding the description and total cost of therapeutic services and the approximate proportionate share of use of the services consumed by Cities inmates. In-custody therapeutic costs for Cities will be calculated by applying the percentage of the Cities' inmates proportionate share of use of the services provided by Yakima County's behavioral health service provider, which is currently Central Washington Comprehensive Mental Health, to the actual cost of the total contract for Yakima County's behavioral health service provider.
- E. Each quarter Yakima County shall send to the Cities an accounting of the Medical Premium Fund.
- F. In the event Yakima County's actual authorized medical, psychiatric, and dental costs for a quarter exceed the funds available in the Medical Premium fund at the close of the quarter, the Cities agree to compensate Yakima County for all said costs exceeding the funds available at the end of the quarter within 30 days following receipt of said medical billing.
- G. Upon the effective date of this Second Amendment, Yakima County shall have and shall maintain a Pharmacy Agreement **or in-house pharmacy.**



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- H. An ongoing review process will be established between Yakima County and the Cities to address concerns about accountability for costs and services.

<p><b>BOARD OF YAKIMA COUNTY COMMISSIONERS</b></p> <p>By: _____ Ronald F. Gamache, Chairman</p> <p>By: _____ James M. Lewis, Commissioner</p> <p>By: _____ Jesse S. Palacios, Commissioner</p>	<p><b>ATTEST:</b></p> <p>_____ Carla Ward, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____ Ronald S. Zirkle Yakima County Prosecuting Attorney</p>
<p><b>CITY OF ALGONA, WA</b></p> <p>By: _____ Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ George Kelley, Algona City Attorney</p>
<p><b>CITY OF AUBURN, WA</b></p> <p>By: _____ Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Daniel B. Heid, Auburn City Attorney</p>
<p><b>TOWN OF BEAUX ARTS VILLAGE, WA</b></p> <p>By: _____ Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Wayne Stewart, Town Attorney</p>
<p><b>CITY OF BELLEVUE, WA</b></p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Lori Riordan, Acting City Attorney</p>
<p><b>CITY OF BLACK DIAMOND, WA</b></p> <p>By: _____ Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Loren D. Combs, City Attorney</p>





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<p>CITY OF BOTHELL, WA</p> <p>By: _____  Jim Thompson, City Manager  Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Michael E. Weight, Bothell City Attorney</p>
<p>CITY OF BURIEN, WA</p> <p>By: _____  Gary P. Long, City Manager  Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Lisa Marshall, Burien City Attorney</p>
<p>CITY OF CARNATION, WA</p> <p>By: _____  Woody Edvalson, City Manager  Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Phil A. Olbrechts, Carnation City Attorney</p>
<p>CITY OF CLYDE HILL, WA</p> <p>By: _____  George S. Martin, Mayor  Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Clyde Hill City Attorney</p>
<p>CITY OF COVINGTON, WA</p> <p>By: _____  Andy Dempsey, City Manager  Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Duncan C. Wilson, Covington City Attorney</p>
<p>CITY OF DES MOINES, WA</p> <p>By: _____  City Manager  Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Des Moines City Attorney</p>
<p>CITY OF DUVALL, WA</p> <p>By: _____  Becky Nixon, Mayor  Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>John L. O'Brien, Duvall City Attorney</p>
<p>CITY OF FEDERAL WAY, WA</p> <p>By: _____  David H. Moseley, City Manager</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Federal Way City Attorney</p>



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Estimated ADP: _____	
CITY OF ISSAQUAH, WA  By: _____ Ava Frisinger, Mayor Estimated ADP: _____	Approved as to Form:  _____ Wayne D. Tanaka, Issaquah City Attorney
CITY OF KENMORE, WA  By: _____ Stephen L. Anderson, City Manager Estimated ADP: _____	Approved as to Form:  _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA  By: _____ David Ramsay, City Manager Estimated ADP: _____	Approved as to Form:  _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA  By: _____ David R. Hutchinson, Mayor Estimated ADP: _____	Approved as to Form:  _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA  By: _____ John F. Starbard, City Manager Estimated ADP: _____	Approved as to Form:  _____ Maple Valley City Attorney
CITY OF MEDINA  By: _____ Douglas J. Schulze, City Manager Estimated ADP: _____	Approved as to Form:  _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA  By: _____ Richard M. Conrad, City Manager Estimated ADP: _____	Approved as to Form:  _____ Londi K. Lindell, Mercer Island City Attorney



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CITY OF NEWCASTLE, WA  _____ Andrew J. Takata, City Manager Estimated ADP: _____	Approved as to Form:  _____ Newcastle City Attorney
CITY OF NORMANDY PARK, WA  By: _____ Merlin MacReynold, City Manager Estimated ADP: _____	Approved as to Form:  _____ Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA  By: _____ Joan Simpson, Mayor Estimated ADP: _____	Approved as to Form:  _____ Michael R. Kenyon, North Bend City Attorney
CITY OF PACIFIC, WA  By: _____ Howard Erickson, Mayor Estimated ADP: _____	Approved as to Form:  _____ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA  _____ Rosemarie Ives, Mayor Estimated ADP: _____	Approved as to Form:  _____ Redmond City Attorney
CITY OF RENTON, WA  By: _____ Jesse Tanner, Mayor Estimated ADP: _____	Approved as to Form:  _____ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA  By _____ Ben Yazici, City Manager Estimated ADP: _____	Approved as to Form:  _____ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA  By: _____	Approved as to Form:  _____



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_____, City Manager Estimated ADP: _____	Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA  By: _____ Gregory J. Nickels, Mayor Estimated ADP: _____	Approved as to Form:  _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA  By: _____ Steven Burkett, City Manager Estimated ADP: _____	Approved as to Form:  _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA  By: _____ Skip Mackner, Mayor Estimated ADP: _____	Approved as to Form:  _____ Skykomish City Attorney
CITY OF SNOQUALMIE, WA  By: _____ Randy Fuzzy Fletcher, Mayor Estimated ADP: _____	Approved as to Form:  _____ Pat Anderson, Snoqualmie City Attorney
CITY OF TUKWILA, WA  By: _____ Steve Mullet, Mayor Estimated ADP: _____	Approved as to Form:  _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA  By: _____ Pete Rose, City Manager Estimated ADP: _____	Approved as to Form:  _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT  By: _____ Jeanne R. Berry, Mayor Estimated ADP: _____	Approved as to Form:  _____ Wayne Stewart, Yarrow Point Town Attorney



ATTACHMENT 1

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_, to me known to be the City Manager/Mayor of the City/Town of \_\_\_\_\_, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
(notary signature)

\_\_\_\_\_  
(typed/printed name of notary)

Washington

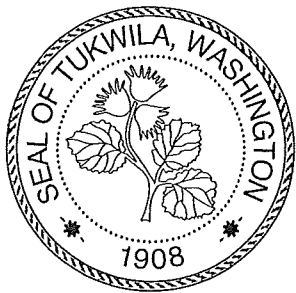
Notary Public in and for the State of

My commission expires: \_\_\_\_\_

Interlocal to be filed with the Yakima County Auditor







## *City of Tukwila*

6200 Southcenter Boulevard • Tukwila, Washington 98188

Steven M. Mullet, Mayor

TO: Fellow City Clerks

FROM: Jane Cantu, CMC

RE: Signature Pages for the Second Amendment to the Interlocal Agreement  
between King County Cities and Yakima County.

DATE: May 18, 2005

I'm happy to report that Yakima County has returned the signature pages from the above agreement. Enclosed for your records is a photocopy of your city's signature pages now signed by the Yakima County Board of Commissioners. Yakima County retained the original signature pages for their records.

Thanks for your help in getting these documents signed by your city officials and sent to me. Your efforts were much appreciated.

The best to you and yours.

/jec

Enc.

FILED  
CITY OF SEATTLE  
05 MAY 23 AM 9:34  
CITY CLERK

**SECOND AMENDMENT TO**

**INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE, AND TOWN OF YARROW POINT, WASHINGTON FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY**

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Whereas, Yakima County and the Cities above named have entered into an Interlocal Agreement for housing of City inmates by Yakima County on August 27, 2002 (Agreement); and

Whereas Yakima County and the Cities entered into an addendum to the Interlocal Agreement for Housing of Inmates by Yakima County effective October 31, 2002 (Addendum) and

Whereas, the parties desire to amend the Agreement and Addendum to further clarify the responsibilities of the respective parties;

NOW THEREFORE, the Parties agree as follows:

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**DURATION:** The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of the Agreement. Yakima County agrees to extend the Agreement, as amended, for an additional two years if mutually agreeable to Yakima County and the Cities and the Cities notify Yakima County at least 18 months prior to December 31,

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2010. Thereafter, this Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

2. Section 7c of the Agreement is amended in its entirety as follows:

(c) **Billing and Payment.** Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving care from Yakima County, the case or citation number, and the number of days of care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Yakima County shall pro-rate the Bed Maintenance Fee and the Medical Premium (hereinafter "Daily Fee") of any City Inmate that has multiple charges among the Cities by dividing the Daily Fee pro-rata among those Cities with such multiple charges. Each City's individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within thirty (30) days from the date the statement is received. Payments not received by the 30th day shall bear interest at the rate of 1 % per month until payment is received.

3. A new Section 7d of the Agreement is added as follows:

a. **Reconciliation:** Effective October 1, 2003, Yakima will bill each city quarterly for unused beds (the difference between the City's minimum daily bed commitment as provided in Attachment A to this Second Addendum and the City's actual Average Daily Population (ADP) for the quarter). The rate for the unused beds will be the Bed Maintenance Fee as provided in Section 6 (a) of this Second Amendment below, except a portion of the unused beds shall be charged at the Reduced Rate Fee. The number of each city's unused beds that will be charged at the Reduced Rate Fee are as provided in Attachment B (Unused Bed Allocation Chart created by the Cities).

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ATTACHMENT 1

Security. At the end of each year, Yakima County will provide an annual report which shows the cost of debt service payments and operational costs for Yakima County Department of Corrections and Security exceeds the total Reduced Rate Fees collected.

4. Medical Premium:

- A. Yakima County shall pay for all medical, dental and psychiatric (including therapeutic) costs as authorized in this Addendum of the City's Inmates in exchange for the above listed Medical Premium.
- B. Effective October 1, 2003, Cities will pay the Medical Premium per City Inmate only on used beds. The Medical Premium shall not be paid on unused beds.
- C. Yakima County shall be permitted to use the Medical Premiums for psychiatric services including in-custody therapeutic services which 1) are court ordered, or 2) a) meet a Diagnostic Statistical Manual IV Diagnosis, and b) are deemed medically necessary by a Mental Health Professional and c) for which the inmate agrees to treatment. Medical Premiums shall not be used for psychiatric services which do not meet the conditions above except where such services are approved by the City in writing prior to the service being rendered.
- D. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric or dental service provided. Yakima County will provide detailed information regarding the description and total cost of therapeutic services and the approximate proportionate share of use of the services consumed by Cities inmates. In-custody therapeutic costs for Cities will be calculated by applying the percentage of the Cities' inmates proportionate share of use of the services provided by Yakima County's behavioral health service provider, which is currently Central Washington Comprehensive Mental Health, to the actual cost of the total contract for Yakima County's behavioral health service provider.
- E. Each quarter Yakima County shall send to the Cities an accounting of the Medical Premium Fund.
- F. In the event Yakima County's actual authorized medical, psychiatric, and dental costs for a quarter exceed the funds available in the Medical Premium fund at the close of the quarter, the Cities agree to compensate Yakima County for all said costs exceeding the funds available at the end of the quarter within 30 days following receipt of said medical billing.
- G. Upon the effective date of this Second Amendment, Yakima County shall have and shall maintain a Pharmacy Agreement **or in-house pharmacy.**





# ATTACHMENT 1

- H. An ongoing review process will be established between Yakima County and the Cities to address concerns about accountability for costs and services.

<p><b>BOARD OF YAKIMA COUNTY COMMISSIONERS</b></p> <p>By: _____  Ronald F. Gamache, Chairman</p> <p>By: _____  James M. Lewis, Commissioner</p> <p>By: _____  Jesse S. Palacios, Commissioner</p>	<p><b>ATTEST:</b></p> <p>_____  Carla Ward, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____  Ronald S. Zirkle  Yakima County Prosecuting Attorney</p>
<p><b>CITY OF ALGONA, WA</b></p> <p>By: _____  Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____  George Kelley, Algona City Attorney</p>
<p><b>CITY OF AUBURN, WA</b></p> <p>By: _____  Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____  Daniel B. Heid, Auburn City Attorney</p>
<p><b>TOWN OF BEAUX ARTS VILLAGE, WA</b></p> <p>By: _____  Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____  Wayne Stewart, Town Attorney</p>
<p><b>CITY OF BELLEVUE, WA</b></p> <p>By: _____  Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____  Lori Riordan, Acting City Attorney</p>
<p><b>CITY OF BLACK DIAMOND, WA</b></p> <p>By: _____  Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____  Loren D. Combs, City Attorney</p>



# ATTACHMENT 1

<p>CITY OF BOTHELL, WA</p> <p>By: _____ Jim Thompson, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Michael E. Weight, Bothell City Attorney</p>
<p>CITY OF BURIEN, WA</p> <p>By: _____ Gary P. Long, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Lisa Marshall, Burien City Attorney</p>
<p>CITY OF CARNATION, WA</p> <p>By: _____ Woody Edvalson, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Phil A. Olbrechts, Carnation City Attorney</p>
<p>CITY OF CLYDE HILL, WA</p> <p>By: _____ George S. Martin, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Clyde Hill City Attorney</p>
<p>CITY OF COVINGTON, WA</p> <p>By: _____ Andy Dempsey, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Duncan C. Wilson, Covington City Attorney</p>
<p>CITY OF DES MOINES, WA</p> <p>By: _____ City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Des Moines City Attorney</p>
<p>CITY OF DUVALL, WA</p> <p>By: _____ Becky Nixon, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>John L. O'Brien, Duvall City Attorney</p>
<p>CITY OF FEDERAL WAY, WA</p> <p>By: _____ David H. Moseley, City Manager</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Federal Way City Attorney</p>



ATTACHMENT 1

Estimated ADP:_____	
CITY OF ISSAQUAH, WA  By: _____ Ava Frisinger, Mayor Estimated ADP:_____	Approved as to Form:  _____ Wayne D. Tanaka, Issaquah City Attorney
CITY OF KENMORE, WA  By: _____ Stephen L. Anderson, City Manager Estimated ADP:_____	Approved as to Form:  _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA  By: _____ David Ramsay, City Manager Estimated ADP:_____	Approved as to Form:  _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA  By: _____ David R. Hutchinson, Mayor Estimated ADP:_____	Approved as to Form:  _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA  By: _____ John F. Starbard, City Manager Estimated ADP:_____	Approved as to Form:  _____ Maple Valley City Attorney
CITY OF MEDINA  By: _____ Douglas J. Schulze, City Manager Estimated ADP:_____	Approved as to Form:  _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA  By: _____ Richard M. Conrad, City Manager Estimated ADP:_____	Approved as to Form:  _____ Londi K. Lindell, Mercer Island City Attorney



ATTACHMENT 1

<p>CITY OF NEWCASTLE, WA</p> <p>_____</p> <p>Andrew J. Takata, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Newcastle City Attorney</p>
<p>CITY OF NORMANDY PARK, WA</p> <p>By: _____</p> <p>Merlin MacReynold, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Susan Rae Sampson, Normandy Park City Attorney</p>
<p>CITY OF NORTH BEND, WA</p> <p>By: _____</p> <p>Joan Simpson, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Michael R. Kenyon, North Bend City Attorney</p>
<p>CITY OF PACIFIC, WA</p> <p>By: _____</p> <p>Howard Erickson, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Bruce Disend, Pacific City Attorney</p>
<p>CITY OF REDMOND, WA</p> <p>_____</p> <p>Rosemarie Ives, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Redmond City Attorney</p>
<p>CITY OF RENTON, WA</p> <p>By: _____</p> <p>Jesse Tanner, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Lawrence J. Warren, Renton City Attorney</p>
<p>CITY OF SAMMAMISH, WA</p> <p>By: _____</p> <p>Ben Yazici, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Bruce Disend, Sammamish City Attorney</p>
<p>CITY OF SEATAC, WA</p> <p>By: _____</p>	<p>Approved as to Form:</p> <p>_____</p>



ATTACHMENT 1

_____, City Manager Estimated ADP: _____	Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA  By: _____ Gregory J. Nickels, Mayor Estimated ADP: _____	Approved as to Form:  _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA  By: _____ Steven Burkett, City Manager Estimated ADP: _____	Approved as to Form:  _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA  By: _____ Skip Mackner, Mayor Estimated ADP: _____	Approved as to Form:  _____ Skykomish City Attorney
CITY OF SNOQUALMIE, WA  By: _____ Randy Fuzzy Fletcher, Mayor Estimated ADP: _____	Approved as to Form:  _____ Pat Anderson, Snoqualmie City Attorney
CITY OF TUKWILA, WA  By: _____ Steve Mullet, Mayor Estimated ADP: _____	Approved as to Form:  _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA  By: _____ Pete Rose, City Manager Estimated ADP: _____	Approved as to Form:  _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT  By: _____ Jeanne R. Berry, Mayor Estimated ADP: _____	Approved as to Form:  _____ Wayne Stewart, Yarrow Point Town Attorney





ATTACHMENT 1

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, \_\_\_\_\_, to me known to be the City Manager/Mayor of the City/Town of \_\_\_\_\_, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
(notary signature)

\_\_\_\_\_  
(typed/printed name of notary)

Washington

Notary Public in and for the State of

My commission expires: \_\_\_\_\_

Interlocal to be filed with the Yakima County Auditor





## *City of Tukwila*

6200 Southcenter Boulevard • Tukwila, Washington 98188

Steven M. Mullet, Mayor

TO: Fellow City Clerks

FROM: Jane Cantu, CMC

RE: Signature Pages for the Second Amendment to the Interlocal Agreement  
between King County Cities and Yakima County.

DATE: May 18, 2005

I'm happy to report that Yakima County has returned the signature pages from the above agreement. Enclosed for your records is a photocopy of your city's signature pages now signed by the Yakima County Board of Commissioners. Yakima County retained the original signature pages for their records.

Thanks for your help in getting these documents signed by your city officials and sent to me. Your efforts were much appreciated.

The best to you and yours.

/jec

Enc.

FILED  
CITY OF SEATTLE  
05 MAY 23 AM 9:34  
CITY CLERK

**SECOND AMENDMENT TO**

**INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE, AND TOWN OF YARROW POINT, WASHINGTON FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY**

**THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Second Amendment") is entered into and is effective the 31st day of December 2004 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").**

**Whereas, Yakima County and the Cities above named have entered into an Interlocal Agreement for housing of City inmates by Yakima County on August 27, 2002 (Agreement); and**

**Whereas Yakima County and the Cities entered into an addendum to the Interlocal Agreement for Housing of Inmates by Yakima County effective October 31, 2002 (Addendum) and**

**Whereas, the parties desire to amend the Agreement and Addendum to further clarify the responsibilities of the respective parties;**

**NOW THEREFORE, the Parties agree as follows:**

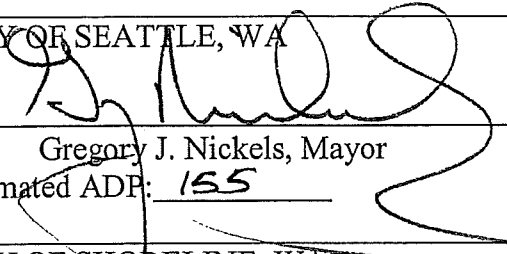
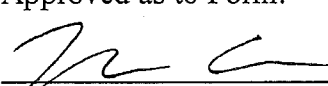
- 1. Section 3 of the Addendum is amended in its entirety as follows:**

**DURATION:** The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of the Agreement. Yakima County agrees to extend the Agreement, as amended, for an additional two years if mutually agreeable to Yakima County and the Cities and the Cities notify Yakima County at least 18 months prior to December 31,

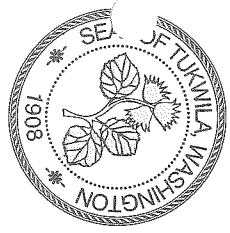
- H. An ongoing review process will be established between Yakima County and the Cities to address concerns about accountability for costs and services.

<p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: <u>James M. Lewis</u> James M. Lewis, Chairman</p> <p>By: <u>Ronald F. Gamache</u> Ronald F. Gamache, Commissioner</p> <p>By: <u>Jesse S. Palacios</u> Jesse S. Palacios, Commissioner</p>	<p>ATTEST:</p> <p><u>Sandra J. A...</u> <del>Deputy Clerk of the Board of</del> Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____ Ronald S. Zirkle Yakima County Prosecuting Attorney</p>
<p>CITY OF ALGONA, WA</p> <p>By: _____ Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ George Kelley, Algona City Attorney</p>
<p>CITY OF AUBURN, WA</p> <p>By: _____ Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Daniel B. Heid, Auburn City Attorney</p>
<p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____ Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Wayne Stewart, Town Attorney</p>
<p>CITY OF BELLEVUE, WA</p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Lori Riordan, Acting City Attorney</p>
<p>CITY OF BLACK DIAMOND, WA</p> <p>By: _____ Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Loren D. Combs, City Attorney</p>

ATTACHMENT 1

_____, City Manager Estimated ADP: _____	Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By:  Gregory J. Nickels, Mayor Estimated ADP: <u>155</u>	Approved as to Form:  Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By: _____ Steven Burkett, City Manager Estimated ADP: _____	Approved as to Form: _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By: _____ Skip Mackner, Mayor Estimated ADP: _____	Approved as to Form: _____ Skykomish City Attorney
CITY OF SNOQUALMIE, WA By: _____ Randy Fuzzy Fletcher, Mayor Estimated ADP: _____	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney
CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor Estimated ADP: _____	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By: _____ Pete Rose, City Manager Estimated ADP: _____	Approved as to Form: _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT By: _____ Jeanne R. Berry, Mayor Estimated ADP: _____	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney





**City of Tukwila**

6200 Southcenter Boulevard  
Tukwila, WA 98188-2599

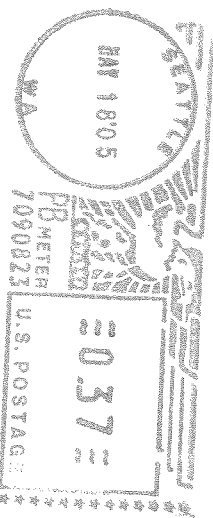
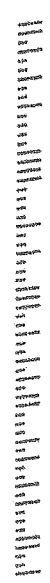
FILED  
CITY OF SEATTLE

05 MAY 23 AM 9:34

CITY CLERK

CITY CLERK  
CITY OF SEATTLE  
600 - 4<sup>TH</sup> AVENUE  
SEATTLE, WA 98104

3A104+1850 36



# ATTACHMENT 1

## Attachment A Minimum Daily Bed Commitment by City

City	Yakima Commitment
Algona	3.0
Auburn	88.5
Bellevue	27.0
Bothell	2.0
Burien	4.0
Covington	2.4
Des Moines	17.0
Duvall	1.0
Federal Way	29.0
Issaquah	2.0
Kenmore	3.0
Kirkland	12.5
Lake Forest Park	2.5
Medina	0.7
Mercer Island	4.0
Normandy Park	0.4
North Bend	2.0
Redmond	20.0
Renton	27.0
Sammamish	1.5
SeaTac	4.1
Seattle	155.0
Shoreline	18.0
Snoqualmie	1.0
Tukwila	11.0
Woodinville	1.5
<b>Total</b>	<b>440.1</b>



# ATTACHMENT 1

## Attachment B Initial Allocation of 100 Reduced Rate Beds

Agencies	Yakima Commitment	% Share	Initial 100 Bed Distribution
Algona	3.0	0.7%	0.7
Auburn	88.5	20.1%	20.1
Bellevue	27.0	6.1%	6.1
Bothell	2.0	0.5%	0.5
Burien	4.0	0.9%	0.9
Covington	2.4	0.5%	0.5
Des Moines	17.0	3.9%	3.9
Duvall	1.0	0.2%	0.2
Federal Way	29.0	6.6%	6.6
Issaquah	2.0	0.5%	0.5
Kenmore	3.0	0.7%	0.7
Kirkland	12.5	2.8%	2.8
Lake Forest Park	2.5	0.6%	0.6
Medina	0.7	0.2%	0.2
Mercer Island	4.0	0.9%	0.9
Newcastle	0.0	0.0%	0.0
Normandy Park	0.4	0.1%	0.1
North Bend	2.0	0.5%	0.5
Redmond	20.0	4.5%	4.5
Renton	27.0	6.1%	6.1
Sammamish	1.5	0.3%	0.3
SeaTac	4.1	0.9%	0.9
Seattle	155.0	35.2%	35.2
Shoreline	18.0	4.1%	4.1
Snoqualmie	1.0	0.2%	0.2
Tukwila	11.0	2.5%	2.5
Woodinville	1.5	0.3%	0.3
<b>Total</b>	<b>440.1</b>	<b>100.0%</b>	<b>100.0</b>

Note: as part of the annual reconciliation, reduced rate beds initially allocated to cities that only need part or none of their share will be reallocated to the remaining cities.



# ATTACHMENT 1

## Attachment C

### 2003 Reconciliation and Payment of Unused Beds and Method for Annual Allocation and Reconciliation of Unused Beds

Allocation of All Unused Beds - Including 100 beds at Reduced Rate  
Final Year End Reconciliation  
2003 4th Quarter

Agencies	Step 1			Step 2			Step 3			Step 4			4th Quarter			Total Charge
	EADP Yakima Commitment	2003 4th Qtr ADP	Over/ (Under)	EADP Cities < Their Bed Commitment	% Share	Surplus Beds	Revised Over/ (Under)	Preliminary 100 Bed Distribution	Surplus Beds	EADP Cities < Their Bed Commitment	Allocate Surplus Beds	Final 100 Bed Distribution	Beds at Full Price	Beds at Reduced Price	Additional Payment Due on Unused Beds (no medical fees since only paid on used beds)	
Bellevue	27.00	27.63	0.63	3.0	0.0%	0.6	(1.8)	6.1	6.1	3.0	0.0	0.0	27.6	0	5,082	0
Issaquah	2.00	2.10	0.10	88.5	0.0%	0.1	(25.2)	0.5	0.5	88.5	0.0	0.0	2.1	0	10,172	0
Newcastle	0.00	0.25	0.25	2.0	0.0%	0.3	(0.2)	0.0	0.0	2.0	0.0	0.0	0.3	0	0	0
Tukwila	11.00	12.80	1.80	4.0	0.0%	1.8	(2.1)	2.5	2.5	4.0	0.0	0.0	12.8	0	0	0
Algona	3.00	1.16	(1.84)	3.0	0.7%	0.7	(1.8)	0.7	0.0	3.0	0.1	0.8	2.2	0.8	5,082	7,085
Auburn	88.50	62.67	(25.83)	88.5	22.1%	0.6	(25.2)	20.1	0.0	88.5	3.0	23.1	64.7	23.1	10,172	69,263
Bothell	2.00	1.79	(0.21)	2.0	0.5%	0.3	(0.2)	0.5	0.3	2.0	0.0	0.2	1.8	0.2	0	492
Burien	4.00	1.85	(2.15)	4.0	1.0%	0.0	(2.1)	0.9	0.0	4.0	0.1	1.0	2.9	1.0	5,312	7,983
Covington	2.40	0.00	(2.40)	2.4	0.6%	0.0	(2.4)	0.5	0.0	2.4	0.1	0.6	1.8	0.6	8,649	10,252
Des Moines	17.00	7.72	(9.28)	17.0	4.2%	0.0	(9.2)	3.9	0.0	17.0	0.6	4.4	12.4	4.4	23,245	34,596
Duwall	1.00	0.00	(1.00)	1.0	0.2%	0.0	(1.0)	0.2	0.0	1.0	0.0	0.3	0.7	0.3	3,604	4,272
Federal Way	29.00	14.24	(14.76)	29.0	7.2%	0.0	(14.6)	6.6	0.0	29.0	1.0	7.6	21.2	7.6	34,361	53,725
Kemmore	3.00	0.00	(3.00)	3.0	0.7%	0.0	(3.0)	0.7	0.0	3.0	0.1	0.8	2.2	0.8	10,812	12,815
Kirkland	12.50	12.24	(0.26)	12.5	3.1%	0.0	(0.2)	2.8	2.7	12.5	0.0	0.2	12.2	0.2	0	444
Lake Forest Park	2.50	0.26	(2.24)	2.5	0.6%	0.0	(2.2)	0.6	0.0	2.5	0.1	0.7	1.8	0.7	7,724	1,669
Medina	0.70	0.53	(0.17)	0.7	0.2%	0.0	(0.2)	0.2	0.0	0.7	0.0	0.2	0.5	0.2	0	467
Mercer Island	4.00	1.26	(2.74)	4.0	1.0%	0.0	(2.7)	0.9	0.0	4.0	0.1	1.0	2.9	1.0	8,204	10,874
Normandy Park	0.40	0.11	(0.29)	0.4	0.1%	0.0	(0.3)	0.1	0.0	0.4	0.0	0.1	0.3	0.1	906	267
North Bend	2.00	0.21	(1.79)	2.0	0.5%	0.0	(1.8)	0.5	0.0	2.0	0.1	0.5	1.5	0.5	6,190	7,526
Redmond	20.00	7.70	(12.30)	20.0	5.0%	0.0	(12.2)	4.5	0.0	20.0	0.7	5.2	14.6	5.2	34,164	47,518
Renton	27.00	15.23	(11.77)	27.0	6.7%	0.0	(11.6)	6.1	0.0	27.0	0.9	7.1	19.8	7.1	22,280	40,308
Sammamish	1.50	0.39	(1.11)	1.5	0.4%	0.0	(1.1)	0.3	0.0	1.5	0.1	0.4	1.1	0.4	3,478	1,002
SeaTac	4.10	3.99	(0.11)	4.1	1.0%	0.0	(0.1)	0.9	0.8	4.1	0.0	0.1	4.0	0.1	0	210
Seattle	155.00	90.93	(64.07)	155.0	38.7%	0.0	(63.0)	35.2	0.0	155.0	5.3	40.5	113.4	40.5	110,624	103,494
Shoreline	18.00	10.53	(7.47)	18.0	4.5%	0.0	(7.3)	4.1	0.0	18.0	0.6	4.7	13.2	4.7	12,979	214,118
Snoqualmie	1.00	0.96	(0.04)	1.0	0.2%	0.0	(0.0)	0.2	0.2	1.0	0.0	0.04	1.0	0.04	0	24,998
Woodinville	1.50	0.00	(1.50)	1.5	0.4%	0.0	(1.5)	0.3	0.0	1.5	0.1	0.4	1.1	0.4	5,406	93
<b>Total</b>	<b>440.10</b>	<b>276.55</b>	<b>(163.55)</b>	<b>400.1</b>	<b>100.0%</b>	<b>2.8</b>	<b>(163.6)</b>	<b>100.0</b>	<b>13.1</b>	<b>380.5</b>	<b>13.1</b>	<b>100.0</b>	<b>340.1</b>	<b>100.0</b>	<b>313,091</b>	<b>255,300</b>

"EADP" is the Estimated Average Daily Population - also known as the Yakima Minimum Daily Bed Commitment

Cities with no minimum bed commitment and no jail days (and thus not included above)

Beaux Arts	Clyde Hill	Kent	Pacific
Black Diamond	Enumclaw	Maple Valley	Skykomish
Carnation	Hunts Point	Milton	Yarrow Point

2003 Cost Per Bed	
Full Price	Reduced Price
\$ 53.55	\$ 27.75



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Office of Policy and Management	Catherine Cornwall 684-8725	Barbara Gangwer/615-0768

**Legislation Title: Second Amendment to Interlocal Agreement between Yakima County and the Cities for Jail Services**

- **Summary of the Legislation:**

The purpose of this Second Amendment to the Interlocal Agreement with Yakima County for Jail Services is to clarify the responsibilities of the parties with respect to billing and payment, the annual reconciliation, the daily fee for unused beds, and the medical premium.

If approved, this agreement will reduce the fee for up to 100 beds of the King County cities' 440 minimum bed commitment. This fee reduction will result in an annual savings of approximately \$1.1 million total for all 35 consortium cities in 2005. This agreement will also guarantee Yakima County with sufficient revenue to continue its jail construction project, which could not proceed if the consortium of cities paid nothing for the unused portion of the original commitment of 440 beds.

Seattle's share of the savings is \$390,000. The savings to the consortium cities could increase to more than \$1.6 million annually by the year 2010. In addition, this amendment creates a process for quarterly and annual reconciliations, and establishes appropriate medical and therapeutic charges.

- **Background:**

The existing interlocal agreement between the 35 consortium cities (including Seattle) and Yakima County requires the cities to pay for 440 beds at Yakima County whether the beds are used or not. This amendment to the interlocal agreement was negotiated on behalf of the consortium cities during the past 18 months in response to the current low usage of the Yakima beds. The negotiating team included the following representatives:

Penny Bartley – Manager, Staff and Auxiliary Services Divisions, City of Renton  
Diane Carlson – Director of Intergovernmental Relations, City of Bellevue  
David Cline, Assistant City Manager, Burien  
Jay Covington – City Administrator, Renton  
Catherine Cornwall – Senior Policy Analyst, Seattle  
Jim Kelly – Police Chief, Auburn  
Pete Lewis – Mayor of Auburn



Gary Long – City Manager, Burien (Chair of the City Jail Administration Group)  
Jim Montgomery – Police Chief, Bellevue  
David Moseley – City Manager, Federal Way  
Nina Rivkin – Senior Policy Analyst, City of Redmond

All of these representatives recommend approval of this amendment. The Yakima County Commissioners approved the amendment on November 9, 2004. Cities are being asked to provide formal approval prior to December 31, 2004, the proposed effective date of the amendment.

### **Proposed Amendment**

The proposed amendment makes the following changes to the interlocal agreement with Yakima County.

**Duration:** The current interlocal agreement with Yakima County ends December 31, 2010. The proposed amendment allows for a two year extension of the interlocal agreement if agreeable to both Yakima County and to the cities. If the cities want to extend the contract, they need to notify Yakima County by July 1, 2009.

**Billing and Payment:** Payment shall be due to Yakima County within thirty days from the date the statement is received. Payments not received by the 30<sup>th</sup> day shall bear interest at the rate of 1% per month until payment is received.

**Daily Fee:** The proposed amendment reduces the amount cities will pay for up to 100 unused beds by 48%. Under the terms of the amendment, cities will pay the full Bed Maintenance Fee on 340 beds, even if they are unused, and for all city inmates over 340. Retroactive to October 1, 2003, cities shall pay the Reduced Rate Fee for each unused bed up to a maximum of 100 beds. The cities will not pay the medical premium fee on unused beds.

### **New Fee Schedule**

<b>Year</b>	<b>Bed Maintenance Fee (340 bed min.)</b>	<b>Medical Premium</b>	<b>Reduced Rate Fee (up to 100 unused beds)</b>
2002	\$51.00	\$5.00	
2003	\$53.55	\$5.25	\$27.75
2004	\$56.23	\$5.51	\$27.75
2005	\$59.04	\$5.79	\$28.45
2006	\$61.99	\$6.08	\$29.19
2007	\$65.09	\$6.38	\$29.96
2008	\$68.34	\$6.70	\$30.77
2009	\$71.76	\$7.04	\$31.62
2010	\$75.35	\$7.39	\$32.51

This rate change will collectively save Seattle \$390,000 per year (and collectively, all the cities over \$1.1 million a year). The 100 Reduced Rate beds will be allocated to consortium members who fail to meet their minimum bed commitment and will be based on each city's share of the 440 total bed purchase. Seattle will receive 35 of the 100 reduced rate beds (Seattle's 155 minimum bed commitment represents 35% of the 440 bed commitment).

Reconciliation: Retroactive to October 1, 2003, Yakima will bill each city quarterly for unused beds (the difference between the city's minimum bed commitment and its actual use). A portion of the unused beds shall be charged at the Reduced Rate Fee. The number of each city's unused beds that will be charged at the Reduced Rate Fee is shown in Attachment B to the amendment. The payment for beds will work as follows:

- Each month, Seattle pays Yakima County for its actual bed use.
- Each quarter, Seattle pays for the difference (if any) between its actual bed use and its bed commitment of 155 beds. This payment is a combination of the City's share of the reduced rate beds and the full rate beds.
- At the end of the year, cities whose jail use exceeded their bed commitment are identified. Any overage is applied as a credit against all the cities which did not meet their bed commitment. Cities which did not use all of their reduced rate beds are also identified; any surplus reduced rate beds are reallocated to the rest of the cities.

Medical Premium: The proposed amendment makes clear that cities will pay the medical premium only on used beds. It also clarifies that Yakima County may charge the cities for psychiatric services for their inmates which are either court ordered or meet a Diagnostic Statistical Manual IV Diagnosis and are deemed medically necessary by a mental health professional. These charges would come out of the Medical Premium fee the cities pay to Yakima (similar to other medical and dental charges).

- Please check one of the following:

☐ **This legislation does not have any financial implications.** (Stop here and delete the remainder of this document prior to saving and printing.)

☒ **This legislation has financial implications.** (Please complete all relevant sections that follow.)

**Appropriations:**

Catherine Cornwall:  
November 16, 2004:  
Fiscal note Yakima Amendment  
Version #:1

Fund Name and Number	Department	Budget Control Level*	2004 Appropriation	2005 Anticipated Appropriation
General Fund	Criminal Justice Services	VJ100 Jail Services Budget		
<b>TOTAL</b>				<b>*See Note</b>

**Notes:** The 2005 Budget already assumes the \$390,000 in savings that will be generated by the execution of this amendment to the interlocal agreement with Yakima County.

**Anticipated Revenue/Reimbursement: Resulting From This Legislation:** Not Applicable.

Fund Name and Number	Department	Revenue Source	2004 Revenue	2005 Revenue
<b>TOTAL</b>				

**Notes:**

**Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE**  
**Impact:** Not Applicable.

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2004 Positions	2004 FTE	2005 Positions**	2005 FTE**
<b>TOTAL</b>							

\* List each position separately

\*\* 2005 positions and FTE are total 2005 position changes resulting from this legislation, not incremental changes. Therefore, under 2005, please be sure to include any continuing positions from 2004

**Notes:**

- **Do positions sunset in the future?** (If yes, identify sunset date): Not Applicable



**Spending/Cash Flow:** Not Applicable.

Fund Name and Number	Department	Budget Control Level*	2004 Expenditures	2005 Anticipated Expenditures
<b>TOTAL</b>				

\* See budget book to obtain the appropriate Budget Control Level for your department.

**Notes:**

- **What is the financial cost of not implementing the legislation?** (Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)

The existing Interlocal Agreement between the 35 consortium cities and Yakima County requires the cities to pay for a minimum of 440 jail beds. Through September 2004, the cities have collectively used an average of 270 beds. Seattle has a minimum bed commitment of 155 beds; through September of 2004, it has used an average of 77 beds at Yakima.

The proposed amendment reduces the amount cities will pay for up to 100 unused beds from \$59.04 to \$28.45 in 2005. These 100 reduced rate beds will be allocated to the cities based on their share of the 440 bed commitment. Seattle will receive 35 of the 100 reduced rate beds. These beds will save the City \$390,000 in 2005. This savings has already been assumed in the 2005 budget for jail services. The calculations are as follows:

$$35 \text{ beds} \times (\$59.04 - \$28.45) \times 365 \text{ days/year} = \$390,787$$

If this legislation is not implemented and the Mayor is not authorized to execute the amendment with Yakima County, it will cost the City an additional \$390,787 annually.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** (Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)

There are no alternatives that would achieve the same reduction in the City's Yakima County jail costs.

Catherine Cornwall:  
November 16, 2004:  
Fiscal note Yakima Amendment  
Version #:1

- **Is the legislation subject to public hearing requirements:** No.
- **Other Issues** (including long-term implications of the legislation):

**Please list attachments to the fiscal note below:** None.



# City of Seattle

Gregory J. Nickels, Mayor

## Office of the Mayor

November 23, 2004

Honorable Jan Drago  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Drago:

The attached proposed Council Bill authorizes an amendment to the interlocal agreement with Yakima County for jail services regarding billing and payment, annual reconciliation, daily fees for unused beds, and the medical premium. The Yakima County Board of Commissioners approved this amendment on November 9, 2004.

If approved, this agreement will reduce the fee for up to 100 beds of the King County cities' 440 bed commitment. This fee reduction will result in an annual savings of approximately \$390,000 for the City of Seattle and \$1.1 million total for all 35 of the consortium cities in 2005. The City's 2005 Budget already assumes this savings. The amendment also creates a process for a quarterly and annual reconciliation, and establishes appropriate medical and therapeutic charges.

Thank you for your consideration of this legislation. Should you have questions, please contact Catherine Cornwall, Office of Policy and Management, at 684-8725.

Sincerely,

A handwritten signature in ink, appearing to read "Greg Nickels", written over a large, stylized, looping flourish that extends from the signature down towards the "cc:" line.

GREG NICKELS  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7<sup>th</sup> Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, E-mail: [mayors.office@seattle.gov](mailto:mayors.office@seattle.gov)

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STATE OF WASHINGTON - KING COUNTY

--SS.

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180126  
CITY OF SEATTLE, CLERKS OFFICE

No. 121703-691 121699

**Affidavit of Publication**

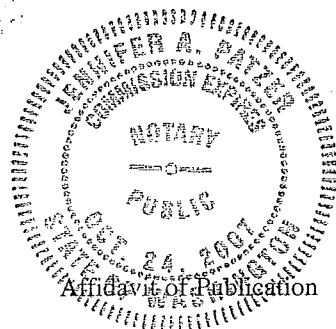
The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:TITLE ONLY ORDINANCE

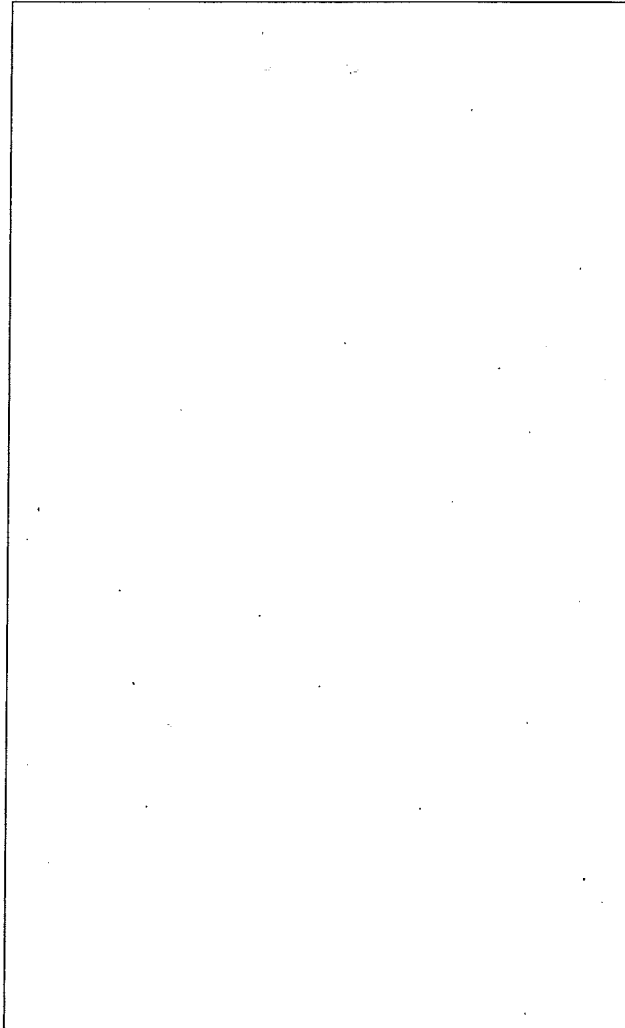
was published on

12/22/2004



Jennifer Patton  
Subscribed and sworn to before me on  
12/22/2004 Jennifer Patton  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

## State of Washington, King County



Page 2 of affidavit

## City of Seattle

### TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on December 13, 2004, and published here by title only, will be mailed upon request, or can be accessed electronically at <http://clerk.ci.seattle.wa.us>. For further information, contact the Seattle City Clerk at 684-8344.

### ORDINANCE NO. 121703

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

### ORDINANCE NO. 121702

AN ORDINANCE relating to Seattle Public Utilities; authorizing the Director to enter into a Fixed Block Water Supply Agreement between the City of Seattle and the Northshore Utility District.

### ORDINANCE NO. 121701

AN ORDINANCE amending the Seattle Comprehensive Plan to incorporate changes proposed as part of the 2004 Comprehensive Plan update process, directing the Director of the Department of Planning and Development to promulgate a Director's Rule regarding the placement of minor communication utilities and repealing Resolution 28752.

### ORDINANCE NO. 121699

AN ORDINANCE authorizing the Mayor to execute an amendment to the interlocal agreement with Yakima County for jail services to clarify the responsibilities of the parties with respect to billing and payment, the annual reconciliation, the daily fee for unused beds, and the medical premium.

### ORDINANCE NO. 121698

AN ORDINANCE establishing a merit evaluation process related to the confirmation of candidates to fill judicial vacancies occurring in Seattle Municipal Court.

### ORDINANCE NO. 121697

AN ORDINANCE related to Seattle Public Utilities; amending that department's 2004 budget and its 2004-2009 Adopted Capital Improvement Program by increasing and decreasing certain appropriations, creating new capital projects and programs, and amending the total dollar amounts allocated for certain projects or programs in the 2004 CIP.

### ORDINANCE NO. 121696

AN ORDINANCE related to the City's 2004 - 2009 Capital Improvement Program, amending the 2004 allocations within City Light's Capital Improvement Program related to the South Service Area.

### ORDINANCE NO. 121695

AN ORDINANCE relating to the City Light Department; authorizing the acceptance of a grant from The Seattle Foundation to fund a project to provide direct benefits to individual consumers in both Energy Assistance and Energy Efficiency; implementing the necessary agreements; and increasing the expenditure allowance in the 2004 Adopted Budget of Seattle City Light Department for the purpose of fulfilling the grant requirements.

### ORDINANCE NO. 121694

AN ORDINANCE related to the City's 2004 - 2009 Capital Improvement Program, amending the 2004 allocations within City Light's Generation - CIP Budget Control Level related to Boundary Dam.

### ORDINANCE NO. 121693

AN ORDINANCE approving and confirming the plat of "Ravenna Court Unit Lot Subdivision" in a portion of Section 4, Township 25, North, Range 4 East, W.M.

### ORDINANCE NO. 121692

AN ORDINANCE authorizing the Personnel Director to continue to provide health care coverage for employees who are mobilized by the United States Armed Forces for active military service.

### ORDINANCE NO. 121691

AN ORDINANCE relating to the City Light Department, authorizing the sale of real property commonly known as the Bryn Mawr Substation by public bid; authorizing the Superintendent of the City Light Department to offer said property for sale; accept the best offer to purchase and to execute a Quit Claim Deed; and designating the disposition of sales proceeds.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, December 22, 2004.  
12/22(180126)