#32
117244

Catherine Cornwall
CJCS King County Jail ILA ORD
July 19, 2011
Version #2

ORDINANCE _____

AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with King County for the Provision of Jail Services.

WHEREAS, in 2002 the City of Seattle entered into an interlocal agreement with King County for the provision of jail services; and

WHEREAS, in 2010 the City of Seattle and King County agreed to extend the interlocal agreement to December 31, 2016; and

WHEREAS, King County is the primary provider of jail services for the City of Seattle; and

WHEREAS, this new interlocal agreement will guarantee the City use of the King County jail through December 31, 2030, establish a minimum number of jail beds that the City will pay for each year, and set the basis for reasonable and predictable fees; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor is authorized to execute, for and on behalf of The City of Seattle, an agreement with King County substantially in the form attached, entitled INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SEATTLE FOR JAIL SERVICES, attached hereto as Exhibit 1.

Section 2. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

COUNCIL CLERK

Passed by the City Council the ____ day of _____, 2011, and signed by me in open session in authentication of its passage this _____ day of _____, 2011.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2011.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2011.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment: Exhibit 1 INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SEATTLE FOR JAIL SERVICES

COUNCIL CLERK

Catherine Cornwall
CJCS King County Jail ILA EXH 1
August 11, 2011
Version # 3

Interlocal Agreement Between King County and The City of Seattle for Jail Services

THIS AGREEMENT is dated effective as of the 1st day of January 2012. The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Seattle, a Washington municipal corporation (the "City").

WHEREAS, the City and County recognize the benefits of entering into a long-term contract based on shared interests in effectively and efficiently managing jail populations and capacity, in seeking solutions that safely divert low risk populations or manage them in alternatives to secure detention, and in ensuring the availability of sufficient jail capacity for those who pose a serious risk to the public safety; and

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:

1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.

1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to WER ; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing a person for confinement in Jail or assignment to WER.

1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Section 4 and Exhibit III, Section 2.

1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.

1.5 "Certification of Housing Use" means a Notification provided by the City to the County, in the form generally set forth in Exhibit V, confirming whether the City has housed, or intends to house, all City Detainees and City Pre-Trial Detainees requiring Secure Detention in the Jail, or whether the City will be utilizing its own or third-party operated facilities for some of its Secure Detention needs.

1.6 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on

behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.

1.7 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.

A. A City charge **is** the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

1.7.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:

1.7.1.1 the case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or

1.7.1.2 the case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.7.2; or

1.7.1.3 the case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.

1.7.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.7.10.

1.7.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;

1.7.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,

1.7.5 The person is booked or confined by reason of subsections 1.7.1 through 1.7.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.7.1 through 1.7.4 above is determined to be the most serious charge in accordance with Exhibit I.

1.7.6 The person has been booked or confined for reasons other than subsections 1.7.1 through 1.7.5 and would be released or transferred but for the City having requested that the County continue to confine the person.

B. A City charge **is not** the principal basis for confining a person where:

1.7.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.

1.7.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.

1.7.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

1.7.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billable for cases filed by the County prosecutor into mental health court prior to changing to local funding status.

1.8 "City Pre-Trial Detainee" means a City Detainee who has not been sentenced by a court of competent jurisdiction for a City charge on which he or she is being detained or held.

1.9 "City WER Participant" means a person ordered by Seattle Municipal Court to WER.

1.10 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitative or treatment in lieu of, Secure Detention, operated by or on behalf of the DAJD's Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Work and Education Release (WER), Electronic Home Detention, Community Work Program and Community Center for Alternative Programs (CCAP).

1.11 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.

1.12 "County Inmate" means any Inmate that is not a City Inmate.

1.13 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.

1.14 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.

1.15 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.

1.16 "Inmate" means a person booked into or housed in the Jail.

1.17 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate or City WER Participant is first presented to and accepted by the Jail for housing in the Jail or WER until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory DUI sentences, "Inmate Day" means confinement in accordance with Exhibit II.

1.18 "JAG" means the Jail Agreement Administration Group created pursuant to Section 10 of this Agreement.

1.19 "Jail" means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.

1.20 "Jail Bed Expansion Project" means an expansion of the County's Secure Detention bed capacity implemented per Section 7 of this Agreement.

1.21 "Jail Bed Expansion Charge" means the charge payable by the City in connection with a Jail Bed Expansion Project, per Section 7 of this Agreement.

1.22 "Maintenance Charge" is the daily housing charge incurred for City Inmates housed in Jail as further described in Section 4 and Exhibit III, Section 1.a.

1.23 "Medical Inmate" means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary. If an Inmate is moved to the general population then the Inmate is no longer considered a Medical Inmate.

1.24 "Minimum Bed Adjustment Charge" means a charge payable by the City when the average number of billable City Inmates in Jail is less than the Secure Bed Floor number, as further described in Exhibit III, Section 6.

1.25 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.

1.26 "Offsite Medical Care Charges" means those pass through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing a level of services provided from offsite medical institutions, as further defined in Exhibit III Section 4 and Attachment III-2. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).

1.27 "Psychiatric Inmate" means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.

1.27.1 A "Non-Acute Psychiatric Inmate" is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III, Attachment III-2) and housed outside the Jail's acute psychiatric housing units.

1.27.2 An "Acute Psychiatric Inmate" is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's acute psychiatric housing units (as further described in Exhibit III, Attachment III-2). If an Inmate is moved to housing outside the Jail's acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.

1.28 "Notification" means provision of written alert, confirmation of information or request meeting the requirements of Section 13.10. In contrast, a "notice" means providing alert or confirmation of information or request in writing to the individuals identified in Section 13.10, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 13.10 including but not limited to electronic mail or facsimile.

1.29 "Notification of Intent to Proceed with Jail Expansion" means a Notification issued by the County per Section 7.2.

1.30 "Original Attachment III-3" means the Secure Bed Cap and Floor as written and approved at the time of execution of this Agreement.

1.31 "Parties" mean the City and County, as parties to this Agreement.

1.32 "Pre-design Work" means the activities described in Section 7.1 in furtherance of a potential expansion of the County's secure jail bed capacity.

1.33 "Schedule of Jail Bed Surcharge Payments" means the schedule prepared by the County and provided to the City confirming the amount and duration of the monthly Jail Bed Expansion Surcharge, calculated in accordance with Section 7.3 and Exhibit III, Section 5.

1.34 "Secure Bed Cap" means the maximum number of beds in Secure Detention in Jail available on a daily basis to house City Inmates. The Secure Bed Cap is based on the Official Daily Population Count, and is established for each calendar year as set forth on Column 3 of Attachment III-3 but may be changed from time to time per Section 12.2.

1.35 "Secure Bed Floor" means the minimum number of beds in Jail for which the City will be responsible for payment of a Minimum Adjustment Charge per Exhibit III, Section 6. The Secure Bed Floor is based on the average number of Maintenance Charge days for City Inmates in Jail, and is established for each calendar year as set forth on Column 4 of Attachment III-3.

1.36 "Secure Bed Cap and Floor" means both the Secure Bed Cap and the Secure Bed Floor.

1.37 "Secure Detention" refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention in the Jail excludes City Inmates enrolled in Community Corrections Programs.

1.38 "Surcharge" means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-2: Infirmary Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.

1.39 "Total Jail Bed Expansion Capital Cost" means the capital cost of a Jail Bed Expansion Project implemented per Section 7 of this Agreement, including the capital costs associated with construction and equipping of space to accommodate additional secure jail beds and all ancillary space, capital equipment and facilities reasonably necessary to the operation of the increase in number of Secure Detention beds, and including the cost of Pre-design Work for such project. For purposes of calculating the Jail Bed Expansion Surcharge, the Total Jail Bed Expansion Capital Cost is limited as described in Exhibit III, Section 5.

1.40 "2010 Agreement" means the interlocal agreement for jail services between King County and the City as executed between the County and the City effective February 1, 2010, as amended. Twenty-four cities each signed a separate agreement with the County in form substantially similar to the 2010 Agreement, excepting for provisions related to the effective date and the date certain fees and charges were revised. Such agreements are collectively referred to herein as the 2010 Agreement.

1.41 "WER" means the County's Work and Education Release Program, operated by the Community Corrections Division of DAJD, or its successor.

1.42 "WER Charge" is the daily housing charge incurred for City WER Participants as further described in Section 4 and Exhibit III, Subsection 1.b.

2. Term. This Agreement shall commence on January 1, 2012, and shall extend through December 31, 2030. This Agreement shall supersede all previous contracts and agreements between the Parties relating to the Jail, WER, and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.

3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail and City WER Participants for assignment to WER, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities, booking, transportation among County facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital, and custodial services, and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in

Secure Detention all Jail medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate or City WER Participant as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail or sentencing to WER when they are deemed by the County to be in need of urgent medical care.

3.1 Upon the execution of this Agreement, the City will provide the County with a completed "**Certification of Secure Housing Use,**" (or "Certification") using the form appended hereto as **Exhibit IV** and submitting it to the person specified in Section 13.10 of this Agreement. The City will thereafter provide the County with updated Certification forms as necessary to provide the County prompt notice of any changes in the status of its housing use by City Detainees, or to provide notice to the County about City Detainee status after the expiration of the time period covered by the prior Certification.

To the extent practicable, the City will provide Certifications updating the status of City Detainees in advance of any changes in City Detainee status. In the event the County has not received an updated Certification with new information as of any July 15 or January 15, the County shall be entitled to rely on the most recently filed Certification for all purposes under this Agreement, including but not limited to the calculation of the Minimum Bed Adjustment Charge and likely Jail Secure Detention requirements of the City.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Minimum Bed Adjustment Charge, WER Charge, Surcharges and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):

4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into Secure Detention in the Jail, and for the booking of City WER Participants directly reporting to WER, as further described in Exhibit III, Section 2. The Booking Fee will be annually adjusted effective each January 1st.

4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1.a. The Maintenance Charge will be annually adjusted effective each January 1st.

4.2.1 The City agrees to pay for maintenance of City Inmates at a minimum level associated with the Secure Bed Floor in Attachment III-3. Accordingly, if the number of billable City Inmates falls below the prescribed level, the City will be assessed a Minimum Bed Adjustment Charge calculated and payable as described in Exhibit III, Section 6.

4.2.2 The County will maintain its program to provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.

4.2.3 The County will maintain its program to provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

4.2.4 The Parties may amend the notice requirements of Sections 4.2.2 and 4.2.3 by administrative agreement signed by both the Mayor of the City of Seattle and the King County Executive.

4.3 WER Charge. The WER Charge shall be assessed for a City WER Participant for each Inmate Day as provided in Exhibit III, Subsection 1.b. The WER charge will be annually adjusted effective each January 1st.

4.3.1 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs in addition to WER, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs in addition to WER shall be enacted through an amendment to this Agreement.

4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, Minimum Bed Adjustment Charge, WER Charge and any other charges agreed to per Section 4.3.1, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is *admitted* to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within 2 business days following the day in which the

chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within 24 hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges, and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1 specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers, and further, the County shall bill the Minimum Bed Payment Adjustment Charge per the terms of Exhibit III, Section 6. Offsite Medical Charges and Minimum Bed Payment Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within 60-days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the 60-day timeline, the City should send billing disputes directly to the DAJD billing office by fax or U.S. mail, rather than to any other County office or officer. The DAJD billing office address as of the date of this Amendment is:

KC DAJD
Attn: Finance – Inmate Billing
500 5th Avenue
Seattle, WA 98104 FAX Number: 206-296-0570

5.2.2 Thereafter, the County and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to JAG for resolution. In the event JAG is unable to resolve the dispute within 30-days of referral, either Party may pursue the dispute resolution mechanisms outlined in Section 11.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the negotiated resolution or appeal determination.

5.4 If the City fails to pay a billing within 45-days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure non-payment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail or be assigned to WER and, at the County's request, will remove City Inmates already housed in the Jail or assigned to WER within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates or City WER Participants until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure.

5.6 Each Party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Secure Beds for Seattle Inmates: Cap and Floor. The City may house City Inmates in Secure Detention within the Jail in an aggregate number, according to the Jail's Official Daily Population Count, equal to or less than the number shown in Column 3 "Secure Bed Cap" in Attachment III-3 in the corresponding calendar year, as further described in this Section.

6.1 The County will provide notice to the City if the City has exceeded the Secure Bed Cap, by providing notice to the person or persons identified by the official Notification recipient designated in Section 13.10 of this Agreement (if other than the individual identified in Section 13.10). After the City has exceeded the Secure Bed Cap for four (4) consecutive days, the County may either decide to continue to house City Inmates in excess of the Secure Bed Cap or refuse to accept bookings from the City. Notwithstanding the terms of the preceding sentence, if at any time the County determines that housing City Inmates in number above the Secure Bed Cap jeopardizes

its ability to operate its jail facilities in a safe and secure manner, the County may refuse bookings for City Detainees until such time as the number of City Inmates is reduced below the Secure Bed Cap.

6.2 Adjustments to the Secure Bed Cap and Floor. The Secure Bed Cap and Floor may be increased or decreased effective January 1 of any calendar year in accordance with the terms and conditions of this Section.

6.2.1 Decrease in Secure Bed Cap and Floor When City Utilizing Secure Detention Facilities in Addition to Jail. If the City's Certification of Secure Housing Use (in form of Exhibit IV to this Agreement) confirms that the City is or will be housing City Detainees requiring Secure Detention in facilities in addition to Jail from and after the requested effective date of a Secure Bed Cap and Floor reduction, the City **will be granted** a reduction in its Secure Bed Cap and Floor if the following conditions are also met:

a. The County has not issued to the City a **Notification of Intent to Proceed with Jail Bed Expansion Project** per Section 7.

b. The City submits the request for the reduction at least eighteen (18) months before the proposed January 1 effective date, by completing and submitting a **Secure Bed Cap and Floor Adjustment Request Form** (Exhibit V) specifying the amount of the requested decrease in the Secure Cap and Floor **for all remaining years of the Agreement** and delivering it to the person designated in Section 13.10 of the Agreement; *provided* that the County in its sole discretion may agree to a shorter Notification period.

c. The Secure Bed Floor requested for any calendar year is equal to or greater than the Minimum Secure Bed Floor as shown on Column 5 of Attachment III-3 (Secure Bed Cap and Floor for Seattle) for each corresponding Calendar Year.

d. The Secure Bed Cap requested is 30% higher than the Secure Bed Floor for each corresponding Calendar Year.

e. Notwithstanding subsections a and b above, if the County has issued a **Notification of Projected Need for Capital Expansion Project** indicating that the Jail Bed Expansion Charge is expected to be payable by the City in less than 18 months from the date of such Notification, the City shall be considered to have issued a timely request for a decrease in the secure cap and floor under this Section 6.2.1 if the City files such request otherwise meeting the terms of this Section 6.2.1 within 30 days

of receipt of the County's **Notification of Projected Need for Capital Expansion Project**.. The City's request for a Secure Bed Cap and Floor reduction, if and as granted, shall become effective on the January 1 closest to the date that is 18 months following the date of issuance of the **Notification of Projected Need for Capital Expansion Project**.

A decrease in the Secure Bed Cap and Floor approved under this Section 6.2.1 is ongoing, that is, shall continue to be in effect for the remainder of the Agreement as shown on the approved Exhibit to the Secure Bed Cap and Floor Adjustment Request Form, unless another reduction is approved per this section or Section 6.2.2, or an increase in the Secure Bed Cap and Floor is approved per Section 6.2.3. Once a decrease in the Secure Bed Cap and Floor is granted under this Section 6.2.1, the County bed capacity removed from the Secure Bed Cap and Floor may be used for other purposes at the sole discretion of the County.

6.2.2 **Temporary (1-year)** Decrease in Secure Bed Cap and Floor When City Utilizing Only Jail for Secure Detention. If the City's Certification of City Secure Housing Use (in form of Exhibit IV to this Agreement) confirms that the City will be housing all City Detainees requiring Secure Detention in the Jail from and after the requested effective date of a Secure Bed Cap and Floor reduction, the City **will be granted** a reduction in its Secure Bed Cap and Floor if the following conditions are also met:

a. The City requests the reduction no later than July 1st in the year before the proposed effective date, by completing and submitting a **Secure Bed Cap and Floor Adjustment Request Form** and delivering it to the person designated in Section 13.10 of the Agreement.

b. The entirety of the City's Detainees requiring Secure Detention are held in the Jail during the calendar year of the requested reduction; and

c. The Secure Bed Cap requested is 30% higher than the Reduced Bed Floor requested.

A reduction in the Secure Bed Cap and Floor granted under this section is for a period of one (1) year. The Cap and Floor will increase automatically to the pre-reduction level on January 1 of the next calendar year unless the City has by July 1 requested another reduction in accordance with the conditions of this Section 6.2.2. Within the year of a reduction granted per this Section, the County may use beds that were previously within the Secure Cap for any other purpose, within the County's sole discretion.

6.2.3 Increase in Secure Bed Cap and Floor. The City may request an increase in the Secure Bed Cap and Floor at least thirty-six (36) months before the requested

effective date (January 1) of the increase, by completing and submitting a **Secure Bed Cap and Floor Adjustment Request Form** and delivering it to the person designated in Section 13.10 of this Agreement; *provided* that, the Secure Bed Cap requested shall in each calendar year from an after the proposed effective date of the increase be 30% higher than the Reduced Bed Floor for such calendar year; and *provided further that* upon the City's request, the County in its sole discretion may agree to a shorter Notification period for a Secure Bed Cap and Floor increase than 36 months. The City may request an increase for a limited term of years, after which the Secure Bed Cap and Floor will revert to the prior approved levels. The County is under no obligation to grant a request for an increase in the Secure Bed Cap and Floor. Approval of an increase in any Secure Bed Cap or Floor limit by more than 33% of the corresponding number in the Original Attachment III-3 or 110 beds, whichever is greater, shall require approval of the Parties' respective legislative bodies.

6.2.4 Adjustment of Attachment III-3 to Reflect Reductions or Increases in Secure Bed Cap and Floor. Any increase or decrease in the Secure Bed Cap and Floor approved per this Section 6.2 shall not be effective until confirmed by the County's signature on the **Secure Bed Cap and Floor Adjustment Request Form.** The Request Form shall include a revised Attachment III-3, adjusting the numbers in Columns 3 and 4 in said exhibit, to reflect the change requested by the City. The County shall adjust the revised Attachment III-3 as necessary to comply with the terms of the Agreement, including but not limited to the terms of this Section 6. Notwithstanding the foregoing, if the City notifies the County of its intent to house the entirety of its City Detainees requiring Secure Detention in Jail, the Parties will in good faith negotiate whether changes to the ratio between the Secure Bed Cap and Floor should be adopted by amendment to this Agreement.

6.2.5 The Parties recognize that local policy or legislative changes could result in shifting a group of Inmates who are currently the responsibility of the County to be the responsibility of the City for purposes of the Agreement. An example of such a change is an annexation of an unincorporated area by the City. The Parties agree to work together as reasonably practicable in advance of such local policy or legislative changes to estimate the impact of such changes and to negotiate in good faith regarding any proposed change to the City's Secure Bed Cap and Floor. If the Parties are able to agree, any such changes will be made by amendment to this Agreement.

6.3 By December 31, 2030, at the time of the Jail's Official Daily Population Count, the City agrees to reduce the number of City Inmates in the Jail to 0 and the number of City WER Participants to 0, with the exception that Inmates whose status has changed to City Inmate, or WER participants whose status has changed to City WER Participant will not

be included in the calculation of the number of City Inmates or WER Participants if such individuals are removed from the Jail or WER within 72-hours of such change in status.

For the purpose of determining the number of City Inmates and City WER Participants only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and City Inmates or City WER Participants that have been booked into the Jail or WER and the City has not been notified of such booking shall not be considered a City Inmate or City WER Participant. Also, City Inmates housed in the Jail or City WER Participants assigned to WER pursuant to a reciprocal bed-use agreement will not be considered City Inmates or City WER Participants for the purpose of determining the number of City Inmates or City WER Participants.

6.4 The City can access up to a maximum of 15 WER beds, subject to availability, on a first come, first serve basis; provided further that these beds will not be held in reserve for the City. The County may in its sole discretion provide more than 15 WER beds to City WER Participants.

6.5 The Jail's capacity limit for Medical Inmates is thirty (30). The Jail's capacity limit for Psychiatric Inmates is one-hundred fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.23 and 1.27 at the time of the Jail's Official Daily Population Count.

6.6 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 13.10 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that it is willing to continue to house these Inmates.

6.7 County requests under Section 6.6 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.

6.8 If the County, pursuant to Sections 6.6 and 6.7, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The

City may take custody of its[1] Medical or Psychiatric Inmates by picking them up within 24-hours of the County's request, or by providing notice to the County, within 24-hours of the County's request, that the City would like the County to deliver the Inmates to the City's designated drop-off location or a backup location previously provided to the County[2]. If the City has not picked-up the Medical or Psychiatric Inmate within 24-hours of the County's request, or the City has requested that the County take the Medical or Psychiatric Inmate to the designated drop-off location or backup location, the County will deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designated drop-off location or backup location must accept delivery from the County, and must be available to do so seven days a week, twenty-four hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is

[1] Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City)that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County will deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

[2] The City's designated drop off location and backup location must be either a facility in the direct control of the City or a facility that is contractually obligated, consistent with the terms of this Agreement, to act as the City's designated drop-off location or backup location. The City may change its designated drop off location or backup location by providing Notification to the County of the change.

transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

6.9 The County will transport Medical or Psychiatric Inmates to a designated drop-off location or backup location within King County, Washington without charge. The City will pay all transportation costs for Medical or Psychiatric Inmates taken to a designated drop off location or backup location outside of King County, Washington. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning and Possible Jail Expansion.

7.1 Jail Planning. The County and the City will share information with the City and other cities that contract with the County for jail services regarding their respective Inmate populations and the need for Secure Detention and alternative means of detention. Specifically, each Party will annually share the latest forecasts for its Inmate populations and all current or planned contracting arrangements to house these Inmates. Taking this information into account, the County will estimate annually when the total forecasted use of the County's Secure Detention facilities will exceed the capacity of such facilities. If the number of years until capacity is exceeded is equal to or less than six (6) years, the County and City agree to explore ways to manage their respective Inmate populations through utilization of alternatives, system improvements and efficient use of existing Jail capacity.

If at any time, the County determines it advisable to proceed with a project to increase its Secure Detention bed capacity, the County will initiate at its own expense the Pre-design Work for such project, the scope of which may include the option of adding housing units at the Maleng Regional Justice Center or other locations. Pre-design Work includes the environmental review process, capital plan preparation, studies and analysis required to meet applicable zoning and land use planning requirements, and a pre-design report for a preferred option if deemed appropriate by the County, all as directly associated with the proposed expansion of Jail Secure Detention capacity and the operation thereof. If expansion occurs, the cost of Pre-design Work will be included in the Total Jail Bed Expansion Capital Cost financed and used to calculate the City's Jail Bed Expansion Surcharge.

7.2 Jail Bed Expansion Project Notification. The County shall provide Notification to the City in writing if the process in Section 7.1 results in a determination by the County that a Jail Bed Expansion Project will occur. This Notification, referred to as the Notification of Intent to Proceed with Jail Bed Expansion Project, shall include an estimate of: the scope of the project; the Total Jail Expansion Capital Cost; total project capital cost if

different from the Total Jail Expansion Capital Cost; financing options under consideration by the County; the timeline for completing construction, including the date that the expansion is expected to become operational and when the County's debt service payments on the long-term debt to finance the project are expected to begin. The Notification of Intent to Proceed with Jail Expansion Project shall be an estimate and is not binding on the County. The Notification of Intent to Proceed with Jail Bed Expansion Project shall be issued at least one (1) year prior to the first day on which the County estimates the City would become responsible for payment of a Jail Bed Expansion Surcharge per Exhibit III, Section 5. The County will provide Notification to the City of the final calculation of the Jail Bed Expansion Surcharge amount not less than 45 days before the first Jail Bed Expansion Surcharge is payable, together with the Schedule of Jail Bed Expansion Surcharge Payments. The County's issuance of a **Notification of Intent to Proceed with Jail Bed Expansion Project** does not constitute a decision to proceed with construction: any such decision would only occur after any applicable environmental and planning requirements are completed. Additionally, the County may in its sole discretion determine not to pursue a Jail Bed Expansion Project, in which case no Jail Bed Expansion Surcharge, nor any portion of the Pre-design work, will be payable by the City.

7.3 Payment of Jail Bed Expansion Surcharge. The City will be charged a monthly Jail Bed Expansion Surcharge, calculated per Exhibit III, Section 5. The Jail Bed Expansion Surcharge will be payable from and after the month that the County begins repayment of the long-term debt issued to fund the Jail Bed Expansion, or when the Jail Bed Expansion becomes operational, whichever is first, and will be payable in monthly amounts through the end of the term of the Agreement or the last payment date in the Schedule of Jail Bed Expansion Surcharge Payments, whichever comes first. The County will include the Jail Bed Expansion Surcharge in its monthly bill to the City issued per Section 5 of this Agreement. The Jail Bed Expansion Surcharge shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in Section 5 of this Agreement. The City's payment of the Jail Bed Expansion Surcharge does not provide any rights to the City to access jail beds after the expiration of the Agreement nor grant any ownership or management rights in the expanded facility or other County Jail facilities. The City has no obligation to pay the Jail Bed Expansion Surcharge after expiration of the Agreement; *provided, however*, that if the Parties negotiate an extension to the Agreement beyond 2030, they agree to negotiate in good faith for continuing the City's Jail Bed Expansion Surcharge as contemplated in the Schedule of Jail Bed Expansion Surcharge Payments as originally issued.

7.4 This Agreement and the calculation of the Jail Bed Expansion Surcharge assumes that the proceeds of any County voter-approved financing to support the costs of the expansion of County Jail facilities will be applied to support costs associated with the County's regional and unincorporated area jail responsibilities (including specifically the County's responsibilities for felony and unincorporated misdemeanant offender populations) and

that such voter-approved funds will not offset any city's local jail service or facility costs (including specifically the costs to the City owing under this Agreement, or the costs owed by any other city for inmates that are the responsibility of such city); *provided however*, that if other cities are directly provided any financial or other local benefit from such voter approved financing, then the City and County agree to negotiate in good faith adjustments to the Jail Bed Expansion Surcharge. The County and City agree it would not be appropriate for some cities to have access to the benefits, financial or otherwise, from a Secure Detention Jail bed expansion funded by a regional levy while others pay a surcharge or do not have access to these same benefits.

8. Indemnification.

8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded

against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

9. Most Favored Treatment.

9.1 During the term of this Agreement, the County represents and assures the City that no other city or town will be offered a contract covering the Jail, WER or jail services that grants such city or town Favored Treatment (as defined below), unless such contract, in substantially similar form, is also offered through Notification, by the King County Executive to the City.

9.2 Within 60-days of receipt of an offer that the County represents as being made in accordance with Section 9.1, the City through Notification by its Mayor must either:

i) Accept the offer and such acceptance means the City acknowledges that the County has complied with Section 9.1;

ii) Decline the offer; or

iii) Inform the County that the City believes the offer does not comply with the requirements of Section 9.1 at which point the matter will be deemed referred to JAG pursuant to Section 10 and thereafter either party may pursue dispute resolution per Section 11 of this Agreement.

If the City within 60-days declines the offer per Section 9.2 (ii), or fails to respond within 60-days in the manner described in Section 9.2 (i), (ii) or (iii), then the City shall be deemed to have waived its right to enforce this Section with respect to the offer.

9.3 Per Section 13.11 of this Agreement, final execution of any new or amended contract is subject to City Council and County Council approvals.

9.4 Favored Treatment means that the terms contained in such other contract are clearly preferable to the terms contained in this Agreement, taking into account all provisions, including but not limited to, rates, guaranteed bed capacity, and minimum payment obligations.

9.5 This Section shall not apply to a) temporary service contracts of twelve months or less in duration; provided that such temporary service contracts shall not cause the City to pay more in Maintenance Charges and booking fees than the City would have paid without such a temporary service contract; b) reciprocal bed use agreements; and c) any agreements among the County and any city or town for additional services not provided for in this Agreement.

9.6 Notwithstanding anything in this section to the contrary, the Parties acknowledge that a city with a significantly smaller inmate population is subject to proportionally much greater variability in its number of inmates than is the City of Seattle, and therefore, the parties agree that this Section 9 shall not be triggered if the County enters into an agreement substantially similar to this Agreement, except that:

(A) If the signatory city has an average annual daily population of City Detainees of 10 or less, such agreement need not incorporate a Secure Bed Floor or Minimum Bed Adjustment Charge, as the signatory city and County may agree.

(B) If the signatory city has an average annual daily population of City Detainees of greater than 10 and less than30, and the Secure Bed Cap is between 30% and 50% higher than the Secure Bed Floor for each corresponding year, (and the Secure Bed Cap and Floor and minimum Secure Bed Floor may be expressed in fractions rather than whole integers), as the signatory city and County may agree.

10. Jail Agreement Administration Group (JAG). A JAG is hereby established to work together to assure the effective implementation of this Agreement and resolve any Agreement administration, implementation or interpretation issues including, without limitation, issues related to Inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, Agreement interpretation, any capital expenditure charge or budget included in the Maintenance Charge or WER Charge, referrals of disputes (including but not limited to disputes arising under Section 5) and issues related to the expedient transfer of City Inmates into or out of alternative facilities within or outside of King County. The JAG shall be composed of two City representatives and two County representatives (including a representative of the Executive and the Director of DAJD), as follows:

County Executive Representative	(1)
City of Seattle Representative	(2)
Director of the Department of Adult and Juvenile Detention	(1)

The City of Seattle representatives will be appointed by the Mayor of Seattle. Notwithstanding the foregoing, if additional cities execute an agreement substantially similar to this Agreement, then each such additional city shall be entitled to appoint a representative to the JAG.

The cities other than Seattle that are party to such substantially similar agreements will determine who their representatives are to the JAG.

The Parties agree that the JAG has no authority to make a final decision with regard to any matter related to the Agreement. If the City, or the County, is not satisfied with status of a matter after discussion in the JAG, that party retains all rights to seek further legal redress as provided for the Agreement, including referral of matters to dispute resolution per Section 11 of the Agreement.

The JAG may meet in concert with other similar jail advisory groups created under other jail service agreements between the County and other cities.

11. Dispute Resolution. In the event the Parties are unable to resolve a dispute within 30 days of its referral to the JAG per Section 5 or Section 10, then either Party may pursue the dispute resolution provisions of this Section 11.

11.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Mayor of the City shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. Except as provided in Section 11.2, the mediator will be selected in the following manner: the City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

11.2 If other cities are party to an agreement substantially similar to this Agreement, each such city shall be promptly sent Notification of the dispute and, any such city shall be given the opportunity to both participate in the initial meeting to resolve the dispute and to participate as a party in mediation of such dispute. In the case of more than two cities participating in a mediation, the parties agree to engage a mediator through a mediator or mediation service acceptable to both King County and a majority of cities participating in the mediation. The County and all cities joining the mediation shall share equally in the costs thereof per Section 11.1. Each party reserves the right to litigate any disputed issue in court, *de novo*.

12. Termination. This Agreement can only be terminated by mutual agreement of the Parties or due to the material breach of a party.

12.1 Forty Five-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement on grounds of a material breach of the other Party shall issue a written Notification of intent to terminate, which Notification shall clearly set forth the grounds for alleging a material breach, not less than forty-five (45) days prior to issuing a ninety (90) day termination Notification under Section 12.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the Parties will meet to confer on whether there are steps that the non-terminating Party can take in order to avoid a ninety (90) day termination Notification under Section 12.2 of this Agreement. The Parties agree within such forty-five (45) day period to make a good faith effort to resolve any alleged materials breach through the dispute resolution provisions in Section 11 of this Agreement.

12.2 Ninety-Day Termination Notification. After the forty-five (45) day period has run under Section 12.1 of this Agreement, if the Party that issued the Notification of intent to terminate still desires to terminate this Agreement, said Party shall provide the other Party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

13. General Provisions.

13.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, and to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

13.2 Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.

13.3 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

13.4 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.

13.5 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I	Method of Determining Billable Charge and Agency
Exhibit II	Exception to Billing Procedure
Exhibit III	Calculation of Fees, Charges and Surcharges
Exhibit IV	Certification of Secure Housing Use Form
Exhibit V	Secure Bed Cap and Floor Adjustment Request Form

13.6 Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.

13.7 Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

13.8 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Mayor of the City of Seattle and the approval of their respective legislative bodies, excepting that certain modifications to the Secure Bed Cap and Floor, fee re-sets, the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Mayor of the City of Seattle and King County Executive as specified herein.

13.9 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

13.10 Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

Catherine Cornwall, Senior Policy Analyst
Budget Office, City of Seattle
P.O. Box 94747
Seattle, WA 98124-4747

Or her successor, as may be designated by written Notification from the City to the County.

For the County:

Jonathan Swift, Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his successor, as may be designated by written Notification from the County to the City.

As defined in Section 1.28, written notices delivered to the individuals identified above, or their designee (as may be specified through a formal Notification) through alternate

means including but not limited to electronic mail are intended to meet the requirements of this Agreement when the term "notice" rather than "Notification" is used.

13.11 Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.

13.12. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.

13.13. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.

13.14. No-Third Party Beneficiaries. Except as expressly provided in Section 10 and 11 relating to the JAG and Dispute Resolution, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

13.15. Termination of 2010 Agreement. The Parties by execution of this Agreement terminate the 2010 Agreement effective as of 12:00 A.M. January 1, 2012, to coincide with the effective date of this Agreement.

13.16 Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County	The City of Seattle
_____	_____
King County Executive	Mayor
_____	_____
Date	Date

2012-2030 Interlocal Agreement: Jail Services

Approved as to Form:

King County
Deputy Prosecuting Attorney

Date

Approved as to Form:

Assistant City Attorney

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.7 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the Billing Priority Rules and Tie Breaker Rules as set forth below. Then the charge billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 under Billing Priority Rules) when there are charges with multiple charge billable agencies. The first rule that applies determines the billable charge(s). The charge billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given on the Subject-in-Process (SIP) booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the charge billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given on the Subject-in-Process (SIP) booking system.

Attachment I-1: City Jail Charges Clarification

This document contains several examples consistent with Section 1.7 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	**Inmate *booked by a city on a felony investigation*, whose case is filed by the Prosecutor *initially as a felony in Superior Court* but *subsequently amended to a misdemeanor* charge (for evidentiary reasons, or entry into mental health court, or for other reasons)**	County responsibility
2	**Inmate *booked by a city on a felony investigation* and whose case is *initially filed* by the Prosecutor *as a felony in District Court* as part of a plea bargain effort (so called "*expedited cases*")**	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	**Inmate *booked by a city on a felony investigation whose case is* initially filed by the County Prosecutor as a *misdemeanor* in district court (i.e., mental health, domestic violence *or* in regular district court)**	County responsibility
4	**Inmate *booked by a city on a felony investigation.* The County prosecutor declines to file the case and refers it *to a city* prosecutor or law enforcement for any further action.**	County responsibility prior to release of felony investigation by County prosecutor; City responsibility from and after release of felony investigation
5	**Misdemeanor or felony cases *originated by state agencies (* i.e., WSP)**	County responsibility
6	**Inmate *booked by a city on a misdemeanor* whose case is filed by the County prosecutor as a misdemeanor for reasons other than a conflict (e.g., other charges that County seeks to prosecute)**	County responsibility
7	**Inmates *booked by a city on a juvenile charge* who are held in adult detention or become adults during the pendency of their charge or sentence.**	County responsibility

Attachment I-2

Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing (Relating to Section 1.7.9)

A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:

(1) Inmate has medical/health conditions/ treatments preventing transfer.
(2) Transfer location refuses Inmate.
(3) Inmate refuses to be transported and poses a security risk.
(4) Inmate misses transport due to being at court or other location.
(5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.

B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice, but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six day period, the City is billable beginning the calendar day following the day of notice from the County.

C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Mayor of the City of Seattle and King County Executive.

EXHIBIT II
Exception to Billing Procedure

For persons serving the one and two day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.17 of the Agreement. Instead, Inmate day shall be defined as a twenty-four hour period beginning at the time of booking. Any portion of a twenty-four hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/90 0700	Released 7/3/90 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/90 0700	Temporary Release 7/2/90 0700
	Return to Jail 7/8/90 0700 Number of Inmate days = 2	Released 7/9/90 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

The City shall pay the fees, charges, surcharges and Offsite Medical Charges with such annual adjustments for inflation and other re-sets as described below.

1. MAINTENANCE CHARGE, WER CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge and WER Charge shall be calculated as shown in Attachment III-1 and as described below.

a. The **Maintenance Charge** starting **January 1, 2012,** and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, will be **$120.96.** When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2012 is **$125.00**. The Maintenance Charge shall be annually adjusted as described in Section 7 below and shall be annually inflated and/or re-set as described in Section 7 below. The Maintenance Charge calculation shall include **28.69%** of the total DAJD Budgeted Jail Costs associated with booking; this percentage of booking costs to be included in the Maintenance Charge shall remain fixed through the term of this Agreement.

i. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all 24 hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such 24 hour period.

b. **WER Charge.** In lieu of the Maintenance Charge, the City will be charged a WER Charge for each Inmate Day in which a City WER Participant is in the WER program. Starting **January 1, 2012,** and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, the WER Charge will be **$88.10.** When combined with Capital Expenditure Charges, the WER Charge for calendar year 2012 is **$92.14**. The WER Charge shall be annually adjusted as described in Section 5 below and shall be annually inflated and/or re-set as described in Section 7 below.

c. In addition to the annual adjustments to the Maintenance Charge and WER Charge described above, King County will increase the Maintenance Charge and WER Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail or WER operations. Capital Expenditures include, but shall not be limited to, the Integrated Security Project (ISP) and the Courthouse Seismic Stabilization Project (CSSP). Additional Capital Expenditures will be included in the Maintenance Charge and WER Charge if such expenditures benefit City Inmates or City WER Participants. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance as defined in Attachment III-1.

i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of each year, DAJD will estimate the total

number of Inmate Days for the following calendar year and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge and WER Charge in the following calendar year.

ii. Upon request of the City, the County shall provide its 6-year CIP and its 6-year major maintenance plan to the City. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be referred to the JAG as described in Section 5 of this Agreement. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.

iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

iv. Beginning **January 1, 2012** and continuing through calendar year 2012, the Capital Expenditure Charge for ISP for the City is **$3.36** and the Capital Expenditure Charge for the CSSP is **$0.68**, for a combined total Capital Expenditure Charge of **$4.04** to be added to the Maintenance Charge and WER Charge amounts set forth in subparagraphs a and b above.

2. BOOKING FEE

a. The Booking Fee shall be based on the City continuing to **not use** the County's Personal Recognizance (PR) screeners. The Booking Fee starting **January 1, 2012** and for the remainder of the calendar year 2012 will be **$95.00**, as illustrated in Attachment III-1. The Booking Fee shall be calculated as shown in Attachment III. The Booking Fee shall include **25.88%** of the total DAJD Budgeted Jail Costs associated with booking; this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.

b. In the event the City municipal court order providing for City PR screeners is revoked or expires, and the City desires to have the County provide PR screeners, the City will provide 1-year advance Notification to the County, and the Parties will enter into good faith negotiations to develop a revised booking fee that will reflect the County's reasonable costs, determined in a manner generally consistent with the rate model for calculating the Booking Fee, to provide this additional service to the City. The revised booking fee must be adopted by amendment to this Agreement approved by the Parties' respective Councils. Until and unless the Parties agree upon a revised booking fee, the County shall be under no obligation to provide PR screener services and may require the City secure such service through alternate means as a pre-requisite to housing City Inmates or serving City WER Participants.

3. SURCHARGES

In addition to payment of the Maintenance Charge or WER Charge and the Booking Fee, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-2.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2012 through December 31, 2012 and shall thereafter be annually adjusted as described in Section 7 below.

a. **Infirmary Care**. For Medical Inmates, the City shall pay an Infirmary Care Surcharge of **$193.87** for each Surcharge Day.

b. **Non-Acute Psychiatric Care**. For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **$61.00** for each Surcharge Day.

c. **Acute Psychiatric Care**. For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **$231.11** (which is the sum of the Psychiatric Care Surcharge plus the Acute Psychiatric Housing Surcharge) for each Surcharge Day.

i. The **Acute Psychiatric Housing Surcharge** for each Surcharge Day shall be **$170.11**.

ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **$61.00** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **$231.11**.

d. **1:1 Guarding Surcharge**. The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **$57.67** per guard *for each hour* or portion thereof, and as further described in Attachment III-2.

e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the 24-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same 24-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the 24-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge or WER Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. JAIL BED EXPANSION SURCHARGE

The City shall pay a monthly Jail Bed Expansion Surcharge from and after the date the Jail Bed Expansion Project becomes operational or the month the County begins repayment of long-term debt associated with borrowing to fund the Jail Bed Expansion Project (thus excluding any short-term debt issued in anticipation of paying off such short term debt with long-term debt financing), whichever is first. The Jail Bed Expansion Surcharge is intended to be fixed over time and shall be calculated in accordance with this Section and as shown in the hypothetical calculation in Attachment III-1. The Jail Bed Expansion Surcharge will equal one-twelfth (1/12) of the Annual Debt Service Proxy Amount multiplied by the City's Percentage of Bed Use, where:

> **Annual Debt Service Proxy Amount** is the equalized annual cost of both principal and interest necessary to repay the **Total Jail Expansion Capital Cost** (not to exceed the **Capital Cost Cap** defined below) over the borrowing term (number of years) for the County's long-term debt associated with the Jail Bed Expansion Project, *provided that* if the County issues such long-term debt with a shorter repayment term than twenty (20) years, the Annual Debt Service Proxy Amount shall be calculated based on a 20-year repayment term by dividing the cumulative principal and interest payable by the County under its debt financing by a 20-year repayment term; and
>
> **City's Percentage of Bed Use** is determined by dividing the City's Average Daily Population of City Inmates in Secure Detention in Jail for the three (3) calendar years prior to the opening of the Jail Bed Expansion Project by the Average Daily Population of County Inmates in Secure Detention in County facilities for such period.

The County shall prepare a **Schedule of Jail Bed Expansion Surcharge Payments** based on this formula and shall provide Notification of it to the City not less than forty-five (45) days in advance of the first Jail Bed Expansion Surcharge being due. The Schedule shall present the full repayment schedule (covering 20 years or, if longer, the actual debt repayment term) of the Total Jail Expansion Capital Cost, notwithstanding that the Agreement may terminate prior to the end of scheduled payments.

The Total Jail Expansion Capital Cost used to calculate the Jail Bed Expansion Surcharge shall not exceed the **Capital Cost Cap**. The Capital Cost Cap is $66 million in 2011 dollars adjusted to the year that construction begins on the Jail Bed Expansion Project, using the "Means Construction Cost Index" for the Seattle area or some other generally accepted construction cost inflation index for the Seattle area.

6. MINIMUM BED ADJUSTMENT CHARGE

A **Minimum Bed Adjustment Charge** will be payable periodically by the City in accordance with this Section and as calculated per the hypothetical example in Attachment III-1.

a. Each July and January, beginning July 2012, County will confirm whether, based on the City's filed **Certification(s) of Secure Housing Usage**, the City has housed in Jail the entirety of City Pre-Trial Detainees requiring Secure Detention over the entire preceding six (6) months, and (for confirmation each January, beginning January 2013) the preceding calendar year. City Detainees on Work Release or in other Community Corrections Programs, whether or not such programs are operated by the County, shall not be considered City Detainees requiring Secure Detention for purposes this Certification.

b. The County will then determine the average daily number of City Inmates in Jail in the calculation period (the preceding six months *and/or* preceding calendar year, depending on whether the calculation is made in July or January) and compare that number to the Secure Bed Floor number for the corresponding year in Column 4 of Attachment III-3. If the average daily number of City Inmates in Secure Detention in Jail in the calculation period is less than the Secure Bed Floor number, the City will be charged a Minimum Bed Adjustment Charge.

c. Minimum Bed Adjustment Charge Formula. The Minimum Bed Adjustment Charge will equal, for the calculation period (the preceding six months or calendar year as applicable per Subsections **6.c.i** and **6.c.ii** below), the difference between the cumulative daily Maintenance Charges as applied to the Secure Bed Floor for the corresponding calendar year in Column 4 of Attachment III-3 and the actual cumulative daily Maintenance Charges for the City's Inmates for the calculation period. WER charges paid by the City shall be excluded from the calculation of the Minimum Bed Adjustment Charge.

i. All Pre-Trial Detainees Not Housed in Jail: Six Month Charge Calculation and Billing. If, upon review each July and January, of City Certification(s) of Secure Housing Usage, the County confirms that all of the City's Pre-Trial Detainees requiring Secure Detention were NOT housed within Jail in the preceding six months, the County shall calculate whether a Minimum Bed Adjustment Charge is owed by applying the calculation formula using the preceding six months of billable City Inmate Maintenance Charges, (January through June, or July through December).

ii. All Pre-Trial Detainees Housed in Jail: Yearly Charge Calculation and Billing. If, upon review each January of the City's Certifications of Secure Housing Usage, the County confirms that all Pre-Trial Detainees requiring Secure Detention were housed in Jail for the entire preceding calendar year, then the County shall calculate whether a Minimum Bed Adjustment Charge is owed by the applying the calculation formula using the preceding calendar year of City Inmate Maintenance Charges.

d. Notice and Billing. No later than each August 1 and February 1, the County will transmit a bill to the City for any Minimum Bed Adjustment Charge owed for the preceding six months and/or calendar year as appropriate. If no amount is owed, the County will by such date transmit a notice to the City confirming same. Within forty-five (45) days after receipt of a bill for a Minimum Bed Adjustment Charge, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice (meeting the requirements of Section 5.2.1) specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Withholding of any Minimum Bed Adjustment amount billed or alleging that any Party is in violation of any provision of this Agreement shall be subject to the terms of Section 5 of the Agreement regarding withholding of disputed payments and subject to the dispute resolution procedures in Section 5 of the Agreement.

7. INFLATORS AND RE-SETS OF FEES AND CHARGES

a. Inflators. All fees and charges, excluding: (1) Offsite Medical Care Charges; (2) the Capital Expenditure Charge components of the Maintenance Charge and WER Charge; and (3) the Jail Bed Expansion Charge, shall be annually inflated by the percentage rates described below, effective January 1 of each calendar year starting January 1, 2013, in order to determine the final rates and charges

for said calendar year, subject further to re-set of the underlying "base rates" periodically as described in Subsection 7.e below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5%, but shall in no event be lower than 1.5%.:

i. Maintenance Charge
ii. WER Charge
iii. Booking Fee
iv. Acute Psychiatric Housing Surcharge
v. 1:1 Guarding

Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 3%, but shall in no event be lower than 3%:

i. Infirmary Care Surcharge
ii. Psychiatric Care Surcharge

b. Final Fee and Charge Notice for Following Calendar Year. No later than August 15 of each year, the County will provide notice to the City of the final fees and charges listed in this Subsection 7.a for the following calendar year reflecting the application of the June-June CPI index in the manner prescribed in Subsection 7.a above.

c. Inflation Re-sets. Notwithstanding the terms of Subsections 7.a and 7.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds 8% then, as part of the August 15 final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 7.c for the following calendar year.

d. 2012 Fees and Charges. Attachment III-1 shows the allocation of **2011 Budgeted Jail Costs** used to derive the 2012 fees and charges, applying the inflators in Subsection 7.a above in order to calculate the fees and charges applicable in 2012 as set forth above in Sections 1, 2, 3 and 4.

e. Five-Year Base Re-sets for Fees and Charges. Every five years, the base costs on which fees and charges are based will be updated, by applying the previous year's Budgeted Jail Costs to the allocation methodology as illustrated in Attachment III-1. Thus, fees and charges in 2017 will be determined using the model in Attachment III-1 incorporating 2016 Budgeted Jail Costs, and then applying the annual inflators per Subsection 7.a. Similar re-sets shall occur in 2022 and 2027 (together with 2012 and 2017, these years are collectively referred to as the "Base Years"). By **March 1** of the calendar year before each Base Year, the County will provide the City written notice including a detailed calculation of the re-set fees and charges for the next occurring Base Year (excluding application of inflators, which will be provided by August 15 per Subsection 7.b above). The Parties shall promptly thereafter meet to review the information and will work in good faith to resolve any questions or issues by

May 1 of such year. In the event that the County implements a new accounting system that makes it impracticable to generate the same cost allocations shown in the cost model illustrated in Attachment III-1, the Parties agree that technical adjustments may be made to the rate model in order to recreate as nearly as practicable the original rate model.

By way of illustration and without limitation:

- Year 2013 fees and charges are determined by applying the inflators to 2012 fees and charges per Subsection 7.a.
- Year 2014 fees and charges are determined by applying the inflators to 2013 fees and charges per Subsection 7.a.
- Year 2015 fees and charges are determined by applying the inflators to 2014 fees and charges per Subsection 7.a.
- Year 2016 fees and charges are determined by applying the inflators to 2015 fees and charges per Subsection 7.a.
- Year 2017 fees and charges are determined by allocating the 2016 Budgeted Costs per the cost model in Attachment III-1 and applying the inflators per Subsection 7.a.
- Year 2018 fees and charges are determined by applying the inflators to 2017 fees and charges per Subsection 7.a.

Definition of Budgeted Jail Costs:

Budgeted Jail Costs means the direct and indirect costs related to operating the Jail, including without limitation health services, per the adopted County Budget approved by the County Council.

Attachment III-1
Illustration of Fee and Charge Calculations

MAINTENANCE (DAILY) CHARGE

PART I: CALCULATION OF THE MAINTENANCE (DAILY) CHARGE

	Based on 2011 Adopted Budget	**Budgeted Costs**
1	Total Department of Adult and Juvenile Detention	126,871,483
2	Plus County Admin for Detention	4,474,086
3	Remove 70% of court detail	(5,545,872)
4	Less Juvenile Detention and Associated DAJD Admin	(17,768,627)
5	Less CCD Division and Associated DAJD Admin	(6,047,574)
6	Less WER Secure Detention Costs	(1,553,522)
7	Less 1:1 Guarding Detention	(2,335,103)
8	Less Psych Housing DAJD	(3,050,414)
9	Less 71.31% of DAJD Booking Costs (Booking Fee line 3)	(10,138,928)
10	**SUBTOTAL DETENTION COSTS for Daily Maintenance**	**84,905,529**
11	Total Jail Health Services (JHS) Costs	27,415,896
11a	Less Off Site Medical	-
11b	Less Psych Services JHS	(3,325,962)
11c	Less Infirmary JHS	(1,665,769)
11d	Less Booking Costs - JHS ONLY	(2,744,549)
12	**SUBTOTAL JAIL HEALTH COSTS for Daily Maintenance Charge**	**19,679,616**
13	**SUBTOTAL DAJD plus JHS for Daily Maint. Only**	**104,585,145**
14	Less DAJD Cost Recoveries	
14a	SMC Transport	(192,559)
14b	Medical Reimbursement	(19,000)
14c	SSI Incentive	(100,000)
14d	Bulletproof Vest Reimbursement	(5,000)
14e	IWF CX Transfer	(531,810)
14f	SCAAP	(883,136)
15	**Subtotal DAJD Cost Recoveries**	**(1,731,505)**
16	**NET Maintenance Costs**	**102,853,640**
17	Total Maintenance Days	875,807
18	Average Maintenance Days	2,399
19	**Cost per General Maintenance Day PRIOR to Capital Expenditure Surcharge**	**117.44**

2012-2030 Interlocal Agreement: Jail Services

PART II: 2011 Costs inflated to 2012

20	3% Increase 2012	$	120.96
21	2012 CSSP	$	0.68
22	2012 ISP	$	3.36
	Total 2012 Daily Maintenance Charge including Debt Service	**$**	**125.00**

NOTES:

1 Based on DAJD 2011 Adopted Budget in Essbase (the budget system).

2 Includes 100% of County Admin for Personnel, F/A Mgmt, Mail, State Auditor, and Budget. In addition, includes $3.57 million of Major Maintenance. This amount is the 2009 County adopted contribution from DAJD to the Major Maintenance Reserve Fund for the KCCF and MRJC facilities. It represents the annualized amount necessary to fund major maintenance projects at these two facilities on a rolling 20 year-basis in effect a "depreciation payment," applicable for each year of use/wear & tear.

3 70% of Court Detail costs are attributed directly to Superior Court, therefore not accessible to the cities and are removed from calculation.

4 Remove Juvenile Detention Division low orgs (cost centers) and associated DAJD Admin.

5 Remove Community Corrections Division (CCD) low orgs (cost centers) and associated DAJD admin.

6 WER is a standalone rate therefore all CCD costs associated with WER including the cost recoveries were removed in line 5. This line represents the removal of the costs from the detention operation that is used to support WER and are now included in the standalone WER Charge.

7 Surcharge for 1:1 guarding is removed from the maintenance charge.

8 Surcharge charge for services associated with housing the Acute Psychiatric Inmates is removed from the maintenance charge.

9 Removal of 71.31% of DAJD's Booking Costs associated with Booking from the maintenance charge. (See Exhibit III, Subsection 1a.)

11 a-d All jail health services direct and indirect budgeted costs for: Offsite Medical Care, Psychiatric Care for Acute- and Non-Acute Psychiatric Inmates, Infirmary Care, and intake health screening are removed from the calculation of the maintenance charge and are instead established as separate surcharges or components of separate charges. Other remaining direct and indirect Jail Health Services budgeted costs are included in the jail health portion of the maintenance charge.

12 The subtotal of lines 11 through 11d.

13 The subtotal of lines 10 and 12.

14 a-f Removal of reimbursements received by DAJD.

17 Calculation of total Maintenance days in 2011 is a weighted average of Secure and WER days based on the allocation of percentage of actual costs.

18 Calculation is Line 17 divided by number of days in year.

19 Cost per General Maintenance Day is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III Subsection1.c.i through1.c.iv.

20 This is the rate for 2012. For future years the inflator will be calculated as described in Exhibit III, Section 7.

21 Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the $84,747,000 that is financed over 20 years (2005-2024). The 2012 charge ($.68) is calculated by taking the amount apportioned for 2012 ($641,773) divided by the number of custodial maintenance days for 2012 (946,036).

22 Debt service ISP is the Integrated Security Project; DAJD is responsible for $42,921,801 that is financed over 20 years (2010-2029). The 2012 charge ($3.36) is calculated by taking the amount apportioned for 2012 ($3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

2012-2030 Interlocal Agreement: Jail Services

WORK EDUCATION RELEASE (WER) (DAILY) CHARGE

PART I: CALCULATION OF THE WER (DAILY) CHARGE

	Based on 2011 Adopted Budget	Budgeted Costs
1	Direct Detention Staffing Costs	1,389,308.98
2	Overhead - County and DAJD Admin	164,213.09
3	**Subtotal Direct Detention**	**1,553,522.07**
4	Work Release in Community Corrections	1,481,264.00
5	County, DAJD, and CCD Admin	418,844.34
6	Less WER Revenue	(245,556.00)
7	**Subtotal CCD WER**	**1,654,552.34**
8	**Subtotal Detention and CCD Costs**	**3,208,074.41**
9	**Detention Support Services**	**2,036,453.66**
10	**Total WER (Daily) Costs**	**5,244,528.07**
11	Total WER Maintenance Days	61,320.00
12	**WER Cost/Day**	**85.53**

PART II: 2011 Costs inflated to 2012

13	3% Increase 2012	$88.10
14	2012 CSSP	$0.68
15	2012 ISP	$3.36
	Total 2012 WER Charge including Debt Service	**$92.14**

NOTES:

1 Detention costs include staffing, shift relief, meal delivery, etc.

2 Overhead is allocated based on proportionate share of the adopted budget.

4 Community Corrections costs are for case managers, and administrative staff in WER.

6 WER Inmate payments for room and food charges are backed out of the total costs.

9 Additional services used to support WER include food preparation and food costs, janitorial costs, utilities, supplies, command management, etc. Costs are added proportionately including overhead charges.

11 Budget ADP of 168 multiplied by 365 = 61,320.

12 Cost per WER is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III.Subsection 1.c.i- through1.c.iv.

13 This is the rate for 2012, for future years the inflator will be calculated as described in Exhibit III, Section 7.

14 Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the $84,747,000 that is financed over 20 years (2005-2024). The 2012 charge ($.68) is calculated by taking the amount apportioned for 2012 ($641,773) divided by the number of custodial maintenance days for 2012 (946,036).

15 Debt service ISP is the Integrated Security Project; DAJD is responsible for $42,921,801 that is financed over 20 years (2010-2029). The 2012 ($3.36) charge is calculated by taking the amount apportioned for 2012 ($3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

2012-2030 Interlocal Agreement: Jail Services

BOOKING FEE

PART I: CALCULATION OF THE BOOKING FEE

	Based on 2011 Adopted Budget	Budgeted Costs
1	Detention Booking Costs – DAJD	12,715,934
2	Plus County and DAJD Overhead	1,502,994
3	Sub-total - DAJD Booking Cost Before Adjustments	**14,218,928**
	Adjustments	
4	Plus Jail Health Intake Services	2,744,549
5	Plus PR Screeners & Overhead	-
6	Sub-total - Booking Cost Adjustments	**2,744,549**
7	**Total Booking Costs**	**16,963,477**
8	Booking Cost Recovered in Daily Maint.	4,080,000
	% of DAJD Booking Cost	28.69%
9	Unrecovered Booking Costs	8,493,739
	% of Total Booking Cost	50.07%
10	**Total Book Cost included in Calculation**	**4,389,738**
	% of Reduced Booking Cost	25.88%
11	Bookings	47,594
12	**Booking Fee**	**92.23**

PART II: 2011 Costs inflated to 2012

13	3% Increase 2012	**$95.00**

NOTES:

1 Based on the DAJD 2011 Adopted Budget, in both the KCCF and RJC Cost Center (Orgs) from Essbase (the budget system).

2 Overhead is allocated based on proportionate share of the adopted budget including allocating costs to the booking charge.

4 Jail intake health screening costs are included in the booking fee, and removed from basic jail health (line 11d on the general maintenance day comparison sheet).

5 PR Screeners are part of the Community Corrections Division (CCD). Because Seattle does not use the County PR Screeners, these costs are backed out of the booking fee calculation. PR Screener costs are part booking fee charged to any cities using the County's PR Screeners. Per Exhibit III Section 2b, in the event the City municipal court order providing for City PR screeners is revoked or expires and the City desires to have the County provide PR screeners, the

parties will enter into negotiations to develop a revised booking fee.

7 Total of lines 3 and 6.

8 Represents total amount of DAJD booking costs recovered in the Daily Maintenance Fee.

9 Represents the amount of total booking costs, not recovered in the booking fee and not included in the Daily Maintenance Fee calculation.

10 Represents total amount and percentage (25.88%) of booking costs included to reach a 2012 rate of $95 for the booking fee. See Exhibit III Section 2.

11 Total budgeted Bookings are used to calculate the booking fee.

13 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 7.

INFIRMARY (DAILY) SURCHARGE JAIL HEALTH SERVICES (JHS)

PART I: CALCULATION OF THE INFIRMARY (DAILY) SURCHARGE (JHS)

	Based on 2011 Adopted Budget		Budgeted Costs
1	JHS Infirmary Services Staffing Costs		1,332,615
2	JHS Infirmary Non-Staffing Costs		333,154
3	Total JHS Infirmary Costs		1,665,769
4	Average maintenance days for the Infirmary (Location: Infirmary or successor location)		24.60
5	**JHS Infirmary Fee per inmate/day**	**$**	**185.52**

PART II: 2011 Costs inflated to 2012

6	4.5% Increase 2012	**$**	**193.87**

NOTES:

1 2011 Budgeted wage and benefit costs for JHS staff who provided services to Inmates in the Infirmary. Costs are allocated to the Infirmary Surcharge based upon the number of shifts scheduled in the Infirmary as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the Agreement rate was that which was in place in September, 2008.

2 2011 Budgeted costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for Inmates in the Infirmary.

3 Ties to Line 11c of the General Maintenance Daily Charge.

4 Budgeted Maintenance Days for Infirmary Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - Infirmary - Total ADM.

6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 7.

PSYCHIATRIC CARE SERVICES DAILY JAIL HEALTH SERVICES (JHS)

PART I: CALCULATION OF THE PSYCHIATRIC (DAILY) SURCHARGE (JHS)

	Based on 2011 Adopted Budget		**Budgeted Costs**
1	JHS Psychiatric Services Staffing Costs		2,926,847
2	JHS Psychiatric Services Non-Staffing Costs		399,115
3	Total JHS Psychiatric Services Costs		3,325,962
4	Average maintenance days for Inmates receiving Psychiatric Care Services		156.10
5	**JHS Psychiatric Services Fee per inmate/day**	**$**	**58.37**

PART II: 2011 Costs inflated to 2012

6	4.5% Increase 2012	**$**	**61.00**

NOTES:

1 Budgeted wage and benefit costs for JHS staff who provided services to the Acute and Non-Acute Psychiatric Housing units. Costs are allocated to the Psych Care Surcharge based upon the number of shifts scheduled in psych housing units as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the Agreement rate was that which was in place in September, 2008.

2 Budgeted costs for pharmaceuticals and medical supplies for Inmates in Acute and Non-Acute Psychiatric housing.

3 Ties to 11b of the General Maintenance Daily Charge.

4 Budgeted Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - (Acute Psych - Total ADM PLUS Non-Acute Psych - Total ADM).

6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 7.

2012-2030 Interlocal Agreement: Jail Services

ACUTE PSYCHIATRIC HOUSING (DAILY) SURCHARGE

PART I: CALCULATION OF THE ACUTE PSYCHIATRIC HOUSING (DAILY) COMPONENT OF THE ACUTE PYSCHIATRIC SURCHARGE

	Based on 2011 Adopted Budget	**Budgeted Costs**
1	Direct Detention Staffing Costs	2,727,974
2	Overhead - County and DAJD Admin	322,440
3	Total Acute Psych Jail Costs	3,050,414
4	Average Maintenance Days for Acute Psych Housing (7North location or successor location)	50.60
5	**Acute Pysch Housing (Daily)**	**$ 165.16**

PART II: 2011 Costs inflated to 2012

6	3% Increase 2012	**$ 170.11**

NOTES:

1 Detention costs include staffing (salaries, benefits, meals).

2 Overhead allocated based on proportionate share of the budgeted costs.

3 Budgeted Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" – Acute Psych - Total ADM.

6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 7.

2012-2030 Interlocal Agreement: Jail Services

1:1 GUARDING (HOURLY) SURCHARGE

PART I: CALCULATION OF THE 1:1 GUARDING (HOURLY) SURCHARGE

			2011 Est. Costs
1	Direct Detention Staffing Costs		2,088,274
2	Overhead - County and DAJD Admin		246,829
3	Total 1:1 Guarding Costs		2,335,103
4	Average Officers per day		4.76
5	1:1 Guarding Cost/Day	$	1,343.67
6	**1:1 Guarding Cost/Hour**	**$**	**55.99**

PART II: 2011 Costs inflated to 2012

7	3% Increase 2012	**$**	**57.67**

NOTES:

1 Direct Detention Staffing Costs are determined using the following methodology
Actual 1:1 Guarding Hours X Avg. CO Hourly Overtime Rate = Direct Staffing Costs
Avg. CO Hourly Overtime Rates is derived from the 2011 Essbase PSQ Salary file, taking the average Overtime hourly rate for a Corrections Officer, and increasing by 3% for Gun Qualification Premium.

2 Overhead is allocated based on proportionate share of the budgeted costs.

4 Calculation: 1:1 Guarding Hours / # of days in year / 24 hours = Average Officers per day

5 Calculation: Line 3 / (Average Officers per day x # of days in year)

6 Calculation: Line 5 / 24hrs

7 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 7.

MINIMUM BED ADJUSTMENT CHARGE

A **Minimum Bed Adjustment Charge** will be payable periodically by the City in accordance with Section 5.1 and Exhibit 1, Section 6. A hypothetical example of how this charge is calculated is presented below:

2012 Secure Bed Floor per Attachment III-3, Column 3		175.00
Hypothetical 1/1/12-12/31/11 Avg. billable ADP		168.00
Difference		(7.00)
# of days in year (2012)		366
2012 Daily Maintenance Fee	$	125.00
Minimum Bed Adjustment Charge	**$**	**20,250.00**

Attachment III-2
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	**1:1 Guarding**	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	**Acute Psychiatric Care** (two components) – billed by location (7North in KCCF or successor location)	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or her self.
3.	**Non-Acute Psychiatric Care** (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	**Infirmary Care**	Costs for JHS Infirmary care, services listed on reverse.

	Pass-Through Charge	Description
5.	**Off-Site Medical Charges**	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments. (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
❖ Psychiatric Housing ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups	*Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.*

JHS Infirmary Care

Services Provided:	Criteria:
❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification	*Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:* ❖ *Substance abusers requiring medical detoxification/withdrawal management (chronic alcoholics and opiate addicted pregnant females);* ❖ *Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;* ❖ *Individuals who are mobility impaired and/or not independent in activities of daily living;* ❖ *Individuals requiring IV therapy or with central lines in place;* ❖ *Individuals who are acutely ill, post surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and* ❖ *Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.* *Inmates are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.*

Attachment III-3

Secure Bed Cap and Floor for Seattle

1	2	3	4	5
Year	Estim. Total Secure	Secure Bed Cap	Secure Bed Floor	Min. Secure Bed Floor
Basis	*Billable*	*Headcount*	*Billable*	*Billable*
2012	260	228	175	175
2013	262	230	177	177
2014	264	231	178	178
2015	266	233	179	179
2016	268	235	181	181
2017	270	303	233	182
2018	272	305	235	184
2019	275	307	236	185
2020	277	310	238	187
2021	279	312	240	188
2022	281	315	242	189
2023	283	317	244	191
2024	286	320	246	192
2025	288	322	248	194
2026	290	325	250	195
2027	292	327	252	197
2028	295	330	254	198
2029	297	333	256	200
2030	299	335	258	201

Notes:
-- Estimated Total Secure Billable (Column 2) is based on the City forecast less WER (15).
-- Billable means the average number of Maintenance Charge days for City Inmates in Jail.
-- Headcount means the Official Daily Population Count (See Section 1.25)
-- The Secure Bed Cap (Column 3) is 30% higher than Secure Bed Floor (Column 4)

EXHIBIT IV

Certification of Secure Housing Use Form

The undersigned duly authorized representative of the City of Seattle certifies as follows:

This Certificate covers the period from _____ through _____ ("Certified Period"). (Note: Certified Period must be *not less than* the next six month period from January – June or July-December, whichever first follows the date of this certificate.)

Capitalized terms used in this Certification that are not otherwise defined have the meaning as set forth in the Interlocal Agreement between King County and The City of Seattle for Jail Services dated as of January 1, 2012.

Check all items below that are appropriate:

_____ All **City Detainees** requiring Secure Detention are or will be housed in County Jail facilities during the Certified Period.

___ **Not all City Detainees** requiring Secure Detention are or will be housed in County Jail facilities during the certified period.

_____ All **City Pre-trial Detainees** requiring Secure Detention are or will be housed in County Jail facilities during the Certified Period.

___ **Not all City Pre-trial Detainees** requiring Secure Detention are or will be housed in County Jail facilities during the certified period.

____ This Certification corrects the City's earlier Certification dated _____.

Dated this ___ day of _____, 20__.

BY: _____
Name: _____
Title: _____
Phone: _____

EXHIBIT V

Secure Bed Cap and Floor Adjustment Request Form

TO: [County's Specified Agent for Receipt of Notification per Section 13.10]

Capitalized terms used in this Request Form that are not otherwise defined have the meaning as set forth in the Interlocal Agreement between King County and The City of Seattle for Jail Services dated as of January 1, 2012.

Part I:

The undersigned, on behalf of the City of Seattle, requests (**check one (1)** and complete):

Option 1:_____ Per Section 6.2.1, an **ongoing reduction** in the Secure Bed Cap and Floor beginning January 1 of year _____ proposed to continue in each remaining year of the Agreement in the manner shown on **Attachment V-1**.

Option 2:_____ Per Section 6.2.2, a **one year reduction** in the Secure Floor of _____ beds, and a reduction in the Secure Bed Cap of _____ beds, effective January 1, _____. as shown on **Attachment V-1.**

Option 3:_____ Per Section 6.2.3. an increase in the Secure Floor of _____ beds effective January 1, _____ proposed to continue each remaining year of the Agreement as shown on **Attachment V-1**.

Part II:

I certify that the City meets conditions necessary to make the foregoing request, as per the terms of the Agreement, specifically (check and complete appropriate option):

_____ **Option 1**: For a requested **ongoing Secure Bed Cap and Floor reduction** per Section 6.2.1.:

a. The City will be housing City Detainees in Secure Detention in facilities in addition to **Jail** at some times from and after the requested effective date of the reduction.
b. *(check appropriate item)*
    1. _____The City is not in receipt of a **Notification of Intent to Proceed with Jail Bed Expansion Project** per Section 7 and the reduction in the Secure Bed and Floor is requested to begin at least 18 months later than the date of this Notificiation. **OR**
    2. _____ On the date of -_____(not more than 30 days from the date of this Request Form) the City received a Notification of Intent to Proceed with Jail Bed Expansion Project stating that the City shall begin paying a Jail Bed Expansion Surcharge in less than 18 months,

c. The Secure Bed Floor requested (on Attachment V-1) is equal or greater than the Minimum Secure Bed Floor as shown on Column 5 of Attachment III-3 (Secure Bed Cap and Floor for

Seattle) for each corresponding calendar year from and affect the requested effective date of the decrease.

d. The Secure Bed Cap requested is 30% higher than the Secure Bed Floor for each corresponding calendar year of the Agreement from and after the requested effective date of the decrease.

_____ **Option 2:** Temporary **1-year** Decrease in Secure Bed Cap and Floor per Section 6.2.2.

a. In the calendar year of the requested decrease, the City will utilize only Jail for providing Secure Detention of City Detainees.
b. This request is filed no later than July 1 prior to the requested effective date of the decrease.
c. The Secure Bed Cap requested is 30% higher than the Reduced Bed Floor requested.

_____ **Option 3**: Increase in Secure Bed Cap and Floor per Section 6.2.3.

a. This request is filed at least 36 months before the requested effective date of the increase.
b. The Secure Bed Cap requested in each calendar year from and after the effective date is 30% higher than the Reduced Bed Floor for such calendar year.
c. *(Select one as appropriate)*
   i. ____ The increases are within the limits prescribed in Section 6.2.4.
   ii. ____ The increases exceed the limits prescribed in Section 6.2.4 and will require City and County Council approval.

Attachment V-1 attached to this Request Form reflects the requested change in the Secure Bed and Floor.

Dated this ___ day of _____, 20__.

BY: _____
Name: _____
Title: _____

County Acknowledgment /Approval of Request:

The County having received this request on date _____, the undersigned duly authorized representative of the County approves the requested adjustment to the Secure Bed Cap and Floor. Note: Any exceptions marked by the County on Exhibit I must be countersigned by the City and returned to the County before this requested adjustment becomes effective.

Dated this ___ day of _____, 20__.

BY: _____
Name: _____
Title: _____

Attachment V-1
Requested Adjustment to Secure Bed Cap and Floor
(Amending Attachment III-3 of Agreement)

Year	Original Secure Bed Cap	Requested Secure Bed Cap	Original Secure Bed Floor	Requested Secure Bed Floor
2012				
2013				
2014				
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2025				
2025				
2026				
2027				
2028				
2029				
2030				

Approved:

King County
By:
Title:
Date:

City of Seattle:
By:
Title:
Date:

Form revised: July 12, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Criminal Justice Contracted Services	Catherine Cornwall/684-8725	Catherine Cornwall/684-8725

Legislation Title: AN ORDINANCE relating to jail services; authorizing the Mayor to execute an Interlocal Agreement with King County for the Provision of Jail Services.

Summary of the Legislation:
This legislation would authorize the Mayor to execute an interlocal agreement (ILA) with King County for jail services from January 1, 2012 – December 31, 2030.

Background:
The City of Seattle contracts with King County to house its misdemeanant inmates in the County's jail facilities. The current agreement expires December 31, 2016 and requires the City to eliminate its use of the King County Jail by that date. The proposed ILA represents a new long-term, durable partnership between the City of Seattle and King County.

It provides certainty by guaranteeing the City access to jail beds at King County through 2030. Starting in 2012, King County will guarantee the City access to 228 jail beds. This guaranteed number of jail beds will gradually increase over the term of the contract to 335 jail beds by 2030. The increase is consistent with growth in the City's projected jail population which is projected to grow at a little less than 1% per year. The jail bed guarantee is also the maximum number of beds (or cap) that the County is obligated to provide. If the County has space available, it may provide a greater number of beds but it is under no obligation to do so.[1]

As part of this agreement, the City has agreed to pay for a minimum number of beds each year. In 2012, the City has committed to paying for a minimum of 175 jail beds. In 2017, after the City's agreement with Snohomish County ends, this guarantee will increase to 233 beds. This minimum bed commitment (or floor) will gradually increase over the term of the contract to 258 beds by 2030.

- The City can reduce the minimum floor if it gives 18 months notice and notice occurs prior to notification of capital expansion by the County. If the City reduces the minimum floor, the number of beds the County is required to provide (or the cap) will also decrease. The cap is set to be 30% higher than the floor.
- If the City is sending 100% of its inmates to King County, it can reduce its minimum bed commitment for the following year if it gives notice by July 1.

[1] There is a provision to allow for temporary 4 day spikes in the jail population which are sometimes experienced over the course of a year.

COUNCIL CLERK

Please check one of the following:

__X__ This legislation does not have any financial implications.
(Please skip to "Other Implications" section at the end of the document and answer questions a-h. Earlier sections that are left blank should be deleted. Please delete the instructions provided in parentheses at the end of each question.)

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
The proposed ILA will reduce the fee the City pays to book an inmate at the King County jail from $329 to $95 per booking. This change will save the City over $2 million beginning in 2012.

b) **What is the financial cost of not implementing the legislation?**
If the new agreement is not enacted, the City will continue to pay a higher booking fee resulting in increased jail costs of over $2 million.

c) **Does this legislation affect any departments besides the originating department?**
The proposed ILA will enable the City to continue to house its pre-trial misdemeanant jail population in the King County Jail which is located across the street from the City's municipal justice center. Having the jail located so close to the Court provides operational efficiencies for Seattle Municipal Court, the Seattle Police Department, the Seattle City Attorney, and the City's public defense agencies.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** The City could contract with SCORE for jail services. However, SCORE is located in Des Moines, Washington and is not as centrally located or convenient for the City's criminal justice agencies.

e) **Is a public hearing required for this legislation?**
No.

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.

g) **Does this legislation affect a piece of property?**
No.

h) **Other Issues:**
None.

List attachments to the fiscal note below: None.

City of Seattle
Office of the Mayor

July 21, 2011

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill authorizing the execution of a new Interlocal Agreement (ILA) with King County for the provision of jail services for your consideration. The ILA represents a new long-term, durable partnership between the City of Seattle and King County. It provides certainty by guaranteeing the City access to jail beds at King County through 2030. It also sets the basis for reasonable and predictable fees for services. The City's courts, law enforcement, and attorneys will maintain the significant operational advantage of having the City's pre-trial inmates located in the downtown Seattle location of the County's correctional facility, literally across the street from the City's municipal justice center.

If authorized by the Council, this new agreement will begin January 1, 2012, and run through December 31, 2030. As part of the new agreement, the booking fee will decrease from $329 to $95. This change will save the City over $2 million annually. The agreement also provides the City with guaranteed access to 228 jail beds in 2012 and rising to 335 beds in 2030. The City will pay for a minimum number of beds beginning with 175 jail beds in 2012 and increasing to 258 jail beds in 2030.

This long-term agreement means that King County will continue as the City's primary provider of jail bed space for the City's misdemeanor inmates for the next twenty years. Thank you for your consideration of this legislation. Should you have questions, please contact Catherine Cornwall at 684-8725.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcginn@seattle.gov

COUNCIL CLERK