

March 11, 1998

Introduced By:

KENT PULLEN
BRIAN DERDOWSKI

Proposed No.:

98-203

MOTION NO. **10443**

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A MOTION authorizing the County Executive to enter into an interlocal agreement with the city of Maple Valley relating to the County's provision of jail services.

WHEREAS, the city of Maple Valley (the "city") incorporated on August 31, 1997,

and

WHEREAS, the city desires to secure jail services from the county for its residents,

and

WHEREAS, the county is willing and able to provide the requested municipal service;

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NOW, THEREFORE, BE IT MOVED by the Council of King County:

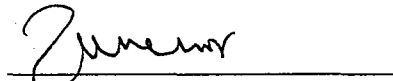
The county executive is hereby authorized to execute an interlocal agreement, substantially in the form attached, with the city of Maple Valley for the county to provide jail services.

PASSED by a vote of 13 to 0 this 20th day of April, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: Interlocal Agreement for Jail Services

10443

**Interlocal Agreement Between
King County and the City of Maple Valley**
for Jail Services

In accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jail Act (RCW Chapter 70.48, as amended), King County, a municipal corporation and legal subdivision of the State of Washington (the "County") and the City of Maple Valley (the "City"), in consideration of the payments, covenants and agreements hereinafter mentioned, to be made and performed by the parties, do covenant and agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this contract:
 - 1.1. "City Prisoner" 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 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:
 - 1.1.1. The person is booked or confined by reason of violating or allegedly violating a City ordinance;
 - 1.1.2. The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or District Court when acting as the City's Municipal Court;
 - 1.1.3. The person is booked or confined by reason of violating or allegedly violating state statute (State misdemeanor or gross misdemeanor) and the person could have been booked or confined by reason of violating or allegedly violating a City ordinance for the same or similar activity;
 - 1.1.4. The person is booked or confined by reason of a Municipal Court or District Court (when acting as the City's Municipal Court) order; or,
 - 1.1.5. The person is booked or confined by reason of Sections 1.1.1 through 1.1.4 above, in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.1.1 through 1.1.4 above is determined to be the most serious charge in accordance with Exhibit I.
 - 1.1.6. A City charge is not the principal basis for confining a person where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge.
 - 1.1.7. A City charge is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of a felony charge that has been reduced to a State misdemeanor or gross misdemeanor.
 - 1.1.8. The City agrees to pay for ten percent (10%) of the below described booking fees and maintenance charges for all persons booked or confined in the Jail by the City or investigation of a felony charge. The County agrees to pay for the remaining ninety percent (90%) of these fees and charges.

- 1.2. Jail, wherever underlined, means a place primarily designed, staffed, and used for the housing of adults charged with a criminal offense; for the punishment, correction, and rehabilitation of offenders after conviction of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this agreement, Jail includes the County jail in the King County Correctional Facility; the North Rehabilitation Facility (Firlands); and any Community Corrections Facility and/or Program, such as Work Release, Electronic Home Detention, Work Crews, operated by the County directly or pursuant to contract.
- 1.3. The first "Prisoner Day" means confinement for more than six (6) hours measured from the time such prisoner is first presented to and accepted by the Jail or pursuant to the authority of the City until the prisoner 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 Prisoner Day means confinement for any portion of a calendar day after the first Prisoner Day. The County shall make every reasonable effort to release a prisoner as expeditiously as possible after the County has received notification of a court order to release. For persons confined in the North Rehabilitation Facility, "Prisoner Day" means a confinement in accordance with Exhibit II.
 - 1.3.1. If either party notifies the other in writing that program or administrative requirements relating to the Jail are causing or will cause an inequitable burden on either party, or that new technologies and methods relating to more equitable distribution of prisoner confinement costs have become or will become available, the parties shall meet to discuss changes to the above definition of Prisoner Day.
2. Jail and Health Services: The County shall accept for confinement in the Jail those persons who are City Prisoners as defined in Section 1.1 and shall furnish the City with Jail facilities, booking, and custodial services, and personnel for the confinement of City Prisoners at least equal to those the County provides for confinement of its own prisoners. The County shall furnish to the City all Jail medical and health care services required to be provided pursuant to federal or state law and regulations promulgated thereto, including such standards as may be adopted by the Washington State Corrections Standards Board.
3. City Compensation: The City will pay the County a booking fee and a maintenance charge as follows:
 - 3.1. The booking fee shall be assessed for City Prisoners booked by or on behalf of the City into the Jail for registering, fingerprinting, photographing, and initial screening and examination of persons presented for confinement; for inventorying and safekeeping of their personal property; for maintaining the Jail register (book of arrests) and such other booking functions as may be established pursuant to this contract, by order of a court of competent jurisdiction and/or by the State of Washington. The booking fee shall be established annually pursuant to the procedure set forth in Exhibit III. Each year, the procedure shall include an adjustment to the booking fee established for the following year to account for the difference between the total booking fees billed to all cities and

towns during the previous year and the County's actual costs of providing booking services for prisoners of all cities and towns during that year. On or about September 1 of each year, the County shall provide the City with an estimate of the booking fee for the following year.

- 3.2. The maintenance charge shall be assessed for a City Prisoner for each Prisoner Day. The maintenance charge shall be established annually, based on the County's "Net Maintenance Fee" which shall be determined using the procedure set forth in Exhibit IV. Each year, the procedure shall include an adjustment to the maintenance charge established for the following year to account for the difference between the total maintenance charges billed to all cities and towns during the previous year and the County's actual maintenance costs for prisoners of all cities and towns during that year. On or about September 1 of each year, the County shall provide the City with an estimate of the maintenance charge for the following year.

4. Billing and Billing Dispute Resolution Procedure:

- 4.1. 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 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).
- 4.2. Withholding of any amount billed shall constitute a dispute, which shall be resolved as follows:
 - 4.2.1. The representatives designated in Section 9 of this contract or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful but in no case later than thirty (30) days following receipt by the County of the written notice described in Subsection 4.5 below, the City shall appeal in writing to the Director of the Department of Adult Detention, who, after receiving a recommendation by the Jail Advisory Committee, shall render a decision in writing to be transmitted by mail to the City.
 - 4.2.2. The decision of the Director shall be final and conclusive unless the City, within thirty (30) days of receipt of the said decision, appeals in writing to the County Executive, for settlement in accordance with Section 12 of this contract.
 - 4.2.3. Any amount withheld from a billing, which is determined to be owed to the County pursuant to the billing 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.
- 4.3. 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 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.
- 4.4. If the City fails to pay a billing within the times set forth in the above subsection, the City shall be deemed to have voluntarily waived its right to house City Prisoners in the Jail and will remove City Prisoners already housed in the Jail within thirty (30) days. Thereafter, the Jail shall accept no further City Prisoners until all outstanding bills are paid.
- 4.5. 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 contract which are revealed by an audit shall be resolved under Section 12.
5. Terms: This contract shall take effect upon execution by both parties. No part of this contract shall be applied retroactively. This contract shall extend to December 31, 1997 and shall automatically renew from year to year thereafter unless terminated pursuant to the terms and conditions of this contract.
6. Termination: This contract may be terminated by either party prior to the date specified above in Section 5 by providing the other party ninety (90) days written notice. The notice shall state the grounds for termination and the specific plan for accommodating the affected jail population. This Section shall not affect or apply to billings, billing disputes, or cessation of the City's right to use the Jail pursuant to this contract.
7. Indemnification:
- 7.1. 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 performing services pursuant to this agreement. 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.
- 7.2. 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 suite 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.

- 7.3. 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. Non-Discrimination/Equality of Employment Opportunity: The County will provide equal employment opportunity in administering this contract, in implementing this contract, and in administering the Jail, and prohibit discriminatory treatment as required by King County Ordinance 4528, or a successor ordinance of at least like effect; any charges referred by the City to the County will be processed promptly.
9. Consultation: The City and the County shall designate representatives for the purpose of administering this contract, and shall notify the other in writing of its designated representatives. Each party may change its designated representatives upon notice to the other. Each party will consult with the other's appropriate designated representatives in preparing annual calculations for determining cost, fees, and charges and before adopting any changes in policies, practices, or procedures which may affect the responsibilities of the other and will try to resolve disputes through their designated representatives.
10. Assurance: The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with a county in the care and treatment of its prisoners, detention facilities provided, or in charges assessed than provided under this contract to City Prisoners and the charges made to the City under this contract. If advantages are provided prisoners of another city or town or to prisoners of the County, like advantages shall be extended to City Prisoners; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this contract. This Section shall not apply to temporary service contracts of less than twelve months' 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. .
11. Remedies: No waiver of any right under this contract 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 notice of a deficiency in performance constitute an acquiescence thereto.

12. Disputes: Disputes that cannot be resolved by the representatives designated herein or billing disputes appealed to the County Executive pursuant to Section 4 shall be referred to the Chief Executive Officer of the City and the County Executive for settlement. If not resolved by them within thirty (30) days of the referral, the Chief Executive Officer and the County Executive by mutual written consent may apply to the Presiding Judge of the King County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties.. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

Each party shall pay one-half of the arbitrator's fees and expenses. Each party shall be entitled to specific performance of this contract as long as Article V and or a repayment obligation under RCW 70.48.090 restricts its termination. If either party prevails in a court action to enforce any provision of this contract, it shall be awarded reasonable attorney's fees to be based on hourly rates for attorneys of comparable experience in the community.

13. State Criminal Charges: The City shall initiate procedures to avoid booking or confining persons by reason of violating or allegedly violating a State statute where such persons could have been booked or confined for a City ordinance. The terms of this Section apply whether the charges are initiated originally in District Court or filed in the District Court following a felony investigation which does not result in the filing of felony information or felony complaint.
14. Jail Advisory Committee: There has been established a Jail Advisory Committee which shall provide consultation and recommendations to the County concerning Jail policies, budgeting and planning relating to the cost and utilization of the Jail by contracting cities and towns. The Jail Advisory Committee shall also make recommendations to the County Executive on billing disputes arising under this contract. The Jail Advisory Committee is established in accordance with Exhibit V.
15. Ancillary Matters: This contract reserves in each party the power to establish a temporary holding facility during a riot or civil disobedience, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, and to comply with a final order of a federal court or a state court of record for the care and treatment of prisoners.
- 15.1 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 prisoners, and the reduction of costs of operating and maintaining Jail facilities.
- 15.2 The County will maintain its program of contacting the City after booking a City Prisoner in order to give notice that the prisoner has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place immediately after booking and will result in no maintenance charges if the prisoner is released to the City within six hours. The County will maintain its program to notify the City of the status of its prisoners in cases where confinement is the result of multiple warrants from two or more jurisdictions. This program will allow the City to take

custody of a prisoner if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary maintenance day costs. When the County modifies its data processing system which is used to provide the information to determine the billable agency, the method outlined in Exhibit I will be modified to designate the arresting agency's charge as the billable charge until that charge is no longer the cause of that person's confinement.

15.3 Should the County be charged for hospitalization costs for City Prisoners, excluding costs reimbursable from another jurisdiction, both parties agree to reopen negotiations on this specific point. If an impasse is reached then the process outlined in Section 12 of this contract will be followed.

15.4 If any provision of this contract other than Section 8 shall be held invalid, the remainder of this contract shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of both parties.

16. Entire Contract: This contract 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 Booking Fee
- Exhibit IV Net Maintenance Fee
- Exhibit V Jail Advisory Committee

16.1 This contract represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions. The parties hereto specifically waive any rights, causes or claims arising from or related to any preceding contract for jail services between the parties as they relate to billings, definition of prisoners, definition of Prisoner Day, audit findings, or any other dispute relating to the establishment or administration of the billing system; provided nothing contained herein shall affect or modify any past present or future right or obligation of either party pursuant to Section 7; Provided further as condition precedent to the entry and effect of this contract, all billings and charges arising under any preceding contract for jail services shall be current.

17. Modifications: All provisions of this contract may be modified and amended with the mutual consent of the parties hereto.

King County

City of Maple Valley

King County Executive

Manager

Date
Approved as to Form

Date
Approved as to Form

King County
Deputy Prosecuting Attorney

City Attorney

Date

Date

Department of Adult Detention
March 12, 1998
contracts/Maple Valley

EXHIBIT I

Method of Determining Billable Charge and Agency

Daily the billing program examines the open charges for each active booking and applies a uniform set of rules to select the billable charge. Then the billable agency is determined from the billable charge. Under these rules, the most serious charge, as determined by type of charge (felony, investigation, misdemeanor), pretrial or sentenced status and bail amount, is considered the principal basis for incarceration, pursuant to Section 1 of this contract.

The procedure for selecting the billable charge is as follows. The program will proceed in sequence through the series of procedures only as far as needed to isolate one charge as billable.

1. Select the only felony charge. If there are more than one, go to Rule 2. If there are no felony charges proceed to Rule 3.
2. Select the charge with charge status other than Federal or Immigration. If there are no other charge statuses, determine if the charge is Federal or Immigration and bill accordingly.
3. Select the only investigation charge. If there are more than one, go to Rule 7. If there are no investigation charges, proceed to rule 4.
4. Select the only misdemeanor charge. If there are more than one, continue to Rule 5.
5. Select the sentenced charge. Find the agency with the longest sentence. If there are no sentenced charges, go to Rule 7.
6. If there is no longest sentence, or if all are sentences of equal length, select the charge with the earliest sentence date.
7. Select the charge for the arresting agency. If there is no arresting agency or charges, select the earliest charge entered and set the billable agency of that charge.
8. If there are no sentenced charges, and if the arresting agency has no charge, then find the agency having the highest total accumulated bail amount and select the first charge entered for that agency.
9. If bail is equal among jurisdictions and no charges are sentenced, or if all charges are sentences of equal length, select the charge having the earliest charge number.

Exhibit II

Exception to Billing Procedure Between King County and Cities Signing the Contract for Jail Services

For persons serving sentences at the North Rehabilitation Facility (NRF) who report directly from the community to NRF for incarceration, prisoner day shall not be defined according to Section, 1C of the Contract for Jail Services. Instead, prisoner 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 prisoner day. The number of days billed for each NRF 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 prisoner 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 NRF 7/8/90 0700 Number of Prisoner days = 2	Released 7/9/90 0700

The Department of Adult Detention will apply this definition of prisoner day to the City's NRF prisoners 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 Detention, which will make the necessary adjustments.

Exhibit III

Booking Fee¹ - 1998

DAD² Unit Cost

Adopted Budget 1997	
(DAD Intake Budget) ³	\$6,833,480
Estimated COLA ⁴	<u>226,264</u>
	\$7,059,743
+/- Year End Adjustments	<u>27,906</u>
Subtotal	\$7,087,650
Projected Number of Bookings	<u>56,656</u>
1998 Per Booking	125.10

1 Year-end adjustments based on actual COLA, number of bookings, and/or other budget accordingly the following year.

2 DAD = Department of Adult Detention

3 The Adult Detention budget contains personnel and support costs for all services described in Section 3.1 of this contract.

4 COLA = Cost of Living Adjustment

Exhibit IV
 Net Maintenance Fee¹ - 1998
 DAD/DFM* Unit Cost

DAD Adopted 1997 ²	\$77,964,233
Estimated COLA*	<u>1,497,297</u>
Subtotal	79,461,530
Less: Booking Costs (Ref. Exhibit III)	(7,059,743)
Less: Maintenance	<u>325,951</u>
Total DAD Maintenance Budget	72,727,738
Facilities Direct Support Costs ³	100,000
Indirect Support Costs ⁴	
Subtotal Direct and Indirect Support Costs	<u>100,000</u>
DAD Budget + Direct & Indirect Costs	\$72,827,738
Less: County Revenues ⁵	(2,016,133)
Less: SMC Transport Costs ⁶	<u>(129,348)</u>
Subtotal Less County Revenue and Transport Costs	<u>(2,1918,631)</u>
Net Total Maintenance Costs (NETMC)	\$69,779,759
Projected Number of Maintenance Days	<u>1,013,521</u>
1997 Prisoner Day Maintenance Fee (NETMC/968,305)	\$68.85

- * DAD = Department of Adult Detention
- * DFM = Division of Facilities Management
- * COLA = Cost of Living Adjustment

1. Year-end adjustments based on actual COLA, number of bookings, and/or other budget adjustments will increase or decrease the unit cost and the City billings will be adjusted accordingly in the following year.
2. The Department of Adult Detention expenditures for housing and guarding prisoners and for furnishing necessary Jail medical and health care services.
3. Direct County Support Costs, incurred by County departments other than DAD for operation, maintenance and repairs to the Jail. This cost category includes the costs of providing heat, ventilation, and air-conditioning, elevator maintenance and repair, garbage disposal, electricity, engineers, electricians, plumbers, custodians, steamfitters, carpenters, and all necessary materials and supplies, as provided in the King County Budget for the Department of Construction and Facilities Management, Facilities Maintenance Division. All charges will be documented by work orders, invoices, etc. and will be actual costs considered in the year-end adjustment.

For City of Seattle only, a credit will be given for direct costs associated with use of the Public Safety Building (PSB) Jail by King County Adult Detention for that time period during which King County is using the PSB as a King County jail location; and for other direct support such as photography services on an actual basis.

4. Indirect Support Costs attributable to the Jail include the specialized support services such as window cleaning, supervisory functions of the above described direct costs, Information and Telecommunication Services development costs, and other appropriate Facilities Maintenance costs attributable to the Jail as specifically agreed to by the City, which are based on percent of time allocated for the existing components of this cost category. These will be modified to reflect the actual costs incurred by the County at the year-end adjustment.
5. County Revenue Credits Accrue From:
 - a. DAD revenue from other jurisdictions, excluding booking and maintenance revenues from such other jurisdictions, including grants which provide revenue reflected as part of DAD expenditures, revenues from work release program, commissary revenue, revenue from involuntary treatment payments, revenues from abandoned property of persons, or similar Jail - related revenues;
 - b. Grants from other governmental agencies for or used in Jail maintenance or operations, but excluding grants for capital improvements or other municipal corporations in King County under a similar agreement; and
 - c. Grants and donations from private individuals.
 - d. Revenue credits exclude litigation expenses allocable under Section 7; any payments as punitive damages; depreciation; and general governmental expenses that would not qualify as an allowable cost under regulations for federal or state cost reimbursement contracts.
6. A credit is given for the salary and benefits costs of 2 FTE Corrections Officers from Court Detail (DAD), which covers the costs of services provided to the City of Seattle and does not benefit other City jurisdictions.

Exhibit V
Jail Advisory Committee

Committee Purpose:

The purpose of the Committee is to provide consultation and recommendations to the King County Executive through the Department of Adult Detention on matters relating to policy, budgeting, billing, planning, and operations of the King County Jail.

Committee Size and Composition

The Committee shall be composed of eight persons including the following:

- County Executive Office Representative
- City of Seattle Representative
- Director, Department of Adult Detention
- Suburban City Mayor Representative (3)
- Suburban City Police Representative (2)

Further the representatives from the suburban cities should include representation from:

- cities with either correction or detention facilities;
- cities with "holding" facilities; and
- cities with no jail facilities.

The suburban members should also, to the extent feasible, represent cities from each of the major geographical areas of the County.

Appointment of Members:

The City of Seattle Representative will be appointed by the Mayor of Seattle. The suburban city representatives will be appointed through a process defined by the Suburban Cities Association in conjunction with the Police Chief's Association. At a minimum this process will include final identification of Committee members by the President of the Suburban Cities Association on an annual basis.

Terms of Committee Membership:

The composition of the Committee shall be reviewed annually in January during which time consideration will be given to changing and/or continuing specific members of the Committee.