

MOTION NO. 5310

A MOTION authorizing the King County Executive to enter into an agreement with the City of Seattle whereby the City agrees to reimburse King County on a pro rata basis for the provision of jail services to City prisoners.

WHEREBY, the 1974 Detention Consolidation Agreement between the City of Seattle and the County of King does not provide for the equitable distribution of jail costs relative to the number of City prisoners and actual County jail expenditures, and

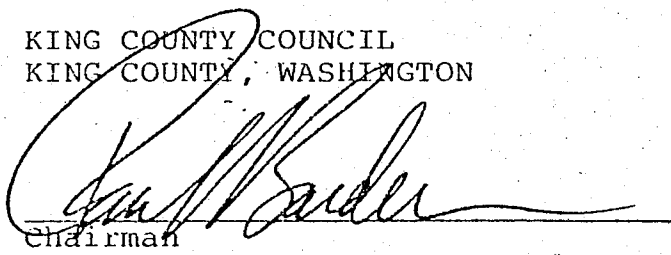
WHEREAS, an equitable agreement would provide pro rata payment of County jail costs by the City of Seattle based on the number of City prisoners housed in the County jail.

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

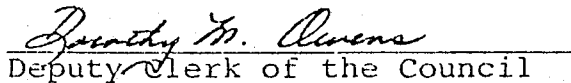
The King County Executive is hereby authorized and directed to enter into an agreement with the City of Seattle for the provision of jail services to the City of Seattle pursuant to the conditions of the Contract for Jail Services, as amended. Said contract, as amended, is incorporated in this motion as if fully set forth.

PASSED this 31st day of August, 1981.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Deputy Clerk of the Council

Ron Dunlap
County Executive
King County Courthouse
Seattle, Washington 98104
(206) 344-4040

September 11, 1981

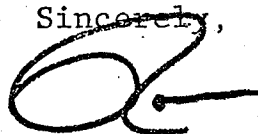
The Honorable Charles Royer
Mayor, City of Seattle
12th Floor Municipal Bldg.
Seattle, Washington 98104

Charlie
Dear ~~Mayor Royer~~:

I am enclosing four copies of the Contract for Jail Services authorized by King County Motion 5310 passed on August 31, 1981. I have signed the contracts, as has the Prosecuting Attorney. When the required signatures have been added on behalf of the City of Seattle, the County's copies should be returned to the Department of Executive Administration, Shani Taha, Director.

Thank you for your cooperation in the lengthy and complex efforts to develop an equitable and reasonable basis for financing jail operations.

Sincerely,



Ron Dunlap
County Executive

RD:1

Enclosures

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CONTRACT FOR JAIL SERVICES

In accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48, as amended), King County, a municipal corporation and legal subdivision of the State of Washington (called the "County") and the City of Seattle (called the "City") agree as follows:

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

(1) "City Prisoner" means a person housed in the Jail when a City charge is the principal basis for confining that person, e.g. the person is ~~confined by reason of a Seattle ordinance violation (pre-trial or post-trial) or the individual is arrested under a Seattle District Court or Seattle Municipal Court warrant.~~ It excludes a prisoner confined by reason of a felony, a prisoner held under charges and/or warrants of other governments whose charges or warrants are more serious; a person arrested by and booked on behalf of a City police officer by reason of an "open charge" or investigation of a felony; and a prisoner detained after a City "hold" has been released. It also includes an individual arrested by a City police officer and booked and housed in the Jail on behalf of the City by reason of a felony, until his or her arraignment if a court of competent jurisdiction determines pursuant to Section XI that the City rather than the County has the obligation under State law to assume the booking fee and/or maintenance charges for such individuals.

(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 Courthouse (Unit I); the jail on the sixth, seventh, and eighth floors of the City's Public Safety Building (Units II and III); and the proposed jail complex planned on a site bounded by Jefferson and James Streets and 5th and 6th Avenues in Seattle; the North

1 Rehabilitation Facility (Firlands); and work release facilities operated
2 by the County directly or pursuant to contract.

3 (3) "Prisoner day" means a confinement for more than six (6) hours from the
4 time such prisoner is first presented to and accepted by the jail by or
5 pursuant to the authority of the City, provided an arrival on or after
6 six o'clock p.m. and continuing into the succeeding day shall be
7 considered one day.

8 II. Jail and Health Services: The County shall accept for confinement
9 in the Jail those persons who are City prisoners as defined in Articles I and
10 XI, and shall furnish the City with ~~Jail facilities, booking, and custodial~~
11 services, and personnel for the confinement of City prisoners at least equal
12 to those the County provides for confinement of its own prisoners. The County
13 shall furnish to the City all Jail medical and health care services required
14 to be provided pursuant to Federal or State law and regulations promulgated
15 thereto, including such standards as may be adopted by the Washington State
16 Jail Commission.

17 III. Jail in Public Safety Building: The County may use the jail
18 located on the sixth, seventh, and eighth floors of the City's Public Safety
19 Building and all City-owned equipment for the jail during the term of this
20 contract upon an interim basis. The Public Safety Building jail may be closed
21 at the discretion of the City at the earliest feasible date that will not
22 jeopardize the County's administration of detention or correction programs or
23 impair the security or humane treatment of prisoners.

24 The City reserves the exclusive right to make repairs in or alterations
25 to the Public Safety Building. The County shall give the City notice as soon
26 as possible about any malfunctions or damages to the jail in order that the
27 City may make or authorize repairs, and on request, shall protect any City
28 workers and the work site until repairs are completed. City costs of making
29 repairs and/or improvements shall be credited as a "direct support cost" under
30 Section IV(B).

31 IV. City Compensation: The City will pay the County a booking fee, and a
32 maintenance charge, as follows:
33

1 (A) The booking fee shall be assessed for "City prisoners" booked for and on
2 behalf of the City into the Jail for registering, fingerprinting,
3 photographing, and initial screening and examining of persons presented
4 for confinement; for inventorying and safekeeping their personal
5 property; for maintaining the Jail register (book of arrests) and such
6 other booking functions as may be as established by the State. It shall
7 be determined monthly by apportioning the County's actual direct booking
8 costs set forth in Exhibit IV by the ratio of City bookings during the
9 month to the total bookings.

10 (B) ~~The maintenance charge shall be computed monthly by apportioning the~~
11 ~~County's "Net Actual Cost" of maintaining and operating the Jail and~~
12 providing custodial services as shown on Exhibit I, by the ratio of City
13 prisoner days to the total of all prisoner days, and then allowing the
14 City a credit against its apportionment the amount of its direct support
15 costs reduced by the ratio of City prisoner days to the total of all
16 prisoner days. Identification services provided by the City shall be
17 credited in their entirety.

18 (C) Billings shall be made monthly and payment remitted promptly in accord
19 with City payment proecedures.

20 (D) Each party may examine the other's books and records to verify charges.
21 If an examination reveals an improper charge, the amount shall be applied
22 upon the next month's statement.

23 V. Term: This contract shall take effect on July 1, 1981, and shall
24 supersede and terminate the "Detention and Consolidation Agreement between
25 King County and the City of Seattle," effective July 1, 1974.

26 This contract shall extend for a term of ten (10) years. If the State of
27 Washington Jail Commission contracts with King County on or before January 1,
28 1982 to provide funds for construction of a new jail or for remodeling the
29 jail in the King County Courthouse, neither party may terminate this contract
30 prior to the end of the ten (10) year term without approval of the State Jail
31 Commission as contemplated by RCW 70.48.090(2); if not, either party may
32 terminate this contract after January 1, 1982 upon twelve months written
33

1 notice in accord with the procedures of RCW 70.48.090(1), the termination to
2 take effect on January 1st of the following year.

3 VI. Indemnification, litigation:

4 (A) The City shall indemnify and hold harmless the County and its officers,
5 agents, and employees, or any of them, from any and all claims, actions,
6 suits, liability, loss, costs, expenses, and damages of any nature
7 whatsoever, by reason of or arising out of any act or omission of the
8 City, its officers, agents, and employees, or any of them, in arresting,
9 detaining, charging or transporting persons before presentment to and
10 acceptance by the Jail or thereafter while said persons are in custody of
11 the City outside the Jail.

12 In the event that any suit based upon such a claim, action, loss, or
13 damage is brought against the County, the City shall defend the same at
14 its sole cost and expense; provided that the County retains the right to
15 participate in said suit if any principle of governmental or public law
16 is involved; and if final judgment be rendered against the County, and
17 its officers, agents, and employees, or any of them, or jointly against
18 the County and the City and their respective officers, agents, and
19 employees, or any of them, the City shall satisfy the same.

20 (B) The County shall indemnify and hold harmless the City and its officers,
21 agents, and employees, or any of them, from any and all claims, actions,
22 suits, liability, loss, costs, expenses, and damages of any nature
23 whatsoever, by reason of or arising out of any action or omission of the
24 County, its officers, agents, and employees, or any of them, in confining
25 persons who have been presented to and accepted by the Jail by the City,
26 its officers, agents, and employees, while said persons are in the Jail
27 or in the custody of the County outside the Jail.

28 In the event that any suit based upon such a claim, action, loss, or
29 damage is brought against the City, the County shall defend the same at
30 its sole cost and expense; provided, that, the City retains the right to
31 participate in said suit if any principle of governmental or public law
32 is involved; and if final judgment be rendered against the City and its
33

1 officers, agents, and employees, or any of them, or jointly against the
2 City and the County and their respective officers, agents, and employees,
3 or any of them, the County shall satisfy the same.

4 VIII. Non-Discrimination/Equality of Employment Opportunity: The County
5 will provide equal employment opportunity in administering this contract, in
6 implementing this contract, and in administering the Jail, and prohibit
7 discriminatory treatment as required by King County Ordinance 4528, or a
8 successor ordinance of at least like effect; any charges referred by the City
9 to the County will be processed promptly.

10 VIII. Consultation: The City and the County shall designate
11 representatives for the purpose of administering this contract, and each shall
12 notify the other in writing of its designated representatives. Each party may
13 change its designated representatives upon notice to the other.

14 Each party will consult with the other's appropriate designated
15 representative(s) in preparing annual calculations for determining costs,
16 fees, and charges and before adopting any changes in policies, practices, or
17 procedures which may affect the responsibilities of the other and try to
18 resolve disputes through their designated representatives.

19 IX. Assurance: The County represents and assures the City that no other
20 municipality has or will receive more favored treatment under a contract with
21 the County in the care and treatment of its prisoners, detention facilities
22 provided, or in charges assessed than provided under this contract to City
23 prisoners and the charges made to the City under this contract. If advantages
24 are provided prisoners of another municipality or County prisoners, like
25 advantages shall be extended City prisoners; and if lower rates are provided
26 in any contract with another municipality, such reduced charges shall be
27 extended to the City under this contract.

28 X. Remedies: No waiver of any right under this contract shall be
29 effective unless made in writing by the authorized representative of the party
30 to be bound thereby. Failure to insist upon full performance on any one or
31 several occasions does not constitute consent to or waiver of any later
32 non-performance, nor does payment of a billing or continued performance after
33 notice of a deficiency in performance constitute an acquiescence thereto.

1 Disputes that cannot be resolved by the representatives designated in
2 Section VIII shall be referred to the Mayor and the County Executive for
3 mediation and/or settlement. If not resolved by them within sixty (60) days,
4 either the Mayor or the County Executive or both of them may apply to the
5 Presiding Judge of the Superior Court of the State of Washington for
6 appointment of a conciliator. If State Jail Commission funds are provided for
7 the Jail, the State Jail Commission shall be invited to participate in any
8 conciliation. The conciliator shall assume the functions of an arbitrator of
9 the dispute after a reasonable effort at conciliation fails should the amount
10 involved in the dispute and application of the principle at issue in future
11 years entail expenditures or appropriations of ~~One Hundred Thousand Dollars~~
12 (\$100,000) or less. Each party shall pay one-half of a conciliator's fee and
13 expenses.

14 Each party shall be entitled to specific performance of this contract as
15 long as Article V and/or a repayment obligation under RCW 70.48.090 restricts
16 its termination.

17 XI. Declaratory Proceeding: The County may institute a declaratory
18 judgment proceeding to determine when the County has the obligation under
19 State law to assume the booking and/or daily maintenance costs for individuals
20 booked on behalf of City police officers and housed in the Jail by reason of a
21 felony until their arraignment. If the final judgment in such a suit
22 determines that the City has any such financial responsibility, the City shall
23 pay the County the amount thereof retroactive to July 1, 1981 together with
24 interest thereon calculated from the time the charges accrue at the rate the
25 County would pay for a debt maturing at the trial date.

26 XII. Ancillary Matters: This contract reserves in each party the power
27 to establish a temporary holding facility during a riot or civil disobedience,
28 to establish group homes or other care or rehabilitation facilities in
29 furtherance of a social service program, and to comply with a final order of a
30 federal court or a state court of record for the care and treatment of
31 prisoners.
32
33

1 IN WITNESS, the parties have caused this agreement to be executed on the
2 day written below.

3
4 KING COUNTY

5 By:


RON DUNLAP

6 Title: _____

7 Date: _____

8 Acting under authority of
9 Motion _____

THE CITY OF SEATTLE

By: _____

CHARLES ROYER

Title: _____

Mayor

Date: _____

Acting under authority of
Ordinance _____

10 Attest: _____

11 By: _____

Tim Hill
City Comptroller

12
13
14 Approved as to form:

15
16 _____
Deputy Prosecuting Attorney

17
18 Approved as to form:

19
20 _____
Assistant City Attorney

EXHIBIT I

NET ACTUAL COST

The "Net Actual Cost" to the County of maintaining and operating the Jail and providing custodial services shall be computed by calculating the sum of categories I(A), (B), and (C): reduced by the sum of categories II (A), (B), (C), and (D).

I. Cost Categories

- A. Department of Rehabilitative Services, Corrections Division (DRS), expenditures as depicted in Exhibit IX for housing and guarding prisoners and for furnishing necessary Jail medical and health care services other than hospitalization costs (except as provided in Article XII) and alcoholic rehabilitation expenses to City prisoners, PROVIDED that the cost of such medical and health care services shall be phased in with City responsibility only as reflected in the following schedule:

July 1, 1981 through June 30, 1981 -- 33 percent of costs,
July 1, 1982 through June 30, 1983 -- 67 percent of costs,
July 1, 1983 and thereafter -- 100 percent of costs.

- ~~B. Direct County Support costs, incurred by County departments other than DRS for operation, maintenance and repairs to the Jail. This cost category shall include the costs of providing heat, ventilation, and air-conditioning, elevator maintenance and repair, garbage disposal, electricity, engineers, electricians, plumbers, steamfitters, carpenters, and information personnel. The parties agree that the attached itemization of direct County overhead costs for 1980 (Exhibit II) represents King County's existing direct costs chargeable to this category, which may be modified during 1981 or thereafter to reflect actual costs incurred by the County in this category. All charges will be documented by work orders, invoices, etc. and will be actual costs.~~

- C. Indirect Support Costs, attributable to the Jail (Exhibit III). The parties agree that the functions, allocations, and percentages expressed in Exhibit III are the existing components of this cost category, which may be modified during 1981 or thereafter to reflect the actual costs incurred by the County in this category.

II. County Credits

- A. DRS revenues from other jurisdictions, excluding booking and maintenance revenues from such other jurisdictions, including grants which produce revenue reflected as part of DRS expenditures, revenues from the work release program, commissary revenue, revenue from involuntary treatment payments, revenues from abandoned property of persons, or similar Jail-related revenues.
- B. County costs allocated to the booking function which are used to calculate the booking fee.
- C. Grants from other governmental agencies for or used in Jail maintenance or operations, but excluding grants for capital improvements or from other municipal corporations in King County under a similar agreement; and
- D. Grants and donations from private individuals.

The calculation of "Net Actual Cost" shall exclude litigation expenses allocable under Section VI; 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.

III. City Credits

- A. Direct support costs incurred by the City (Exhibit V), for services provided in support of the County's operation of the Jail, to the extent that such costs are not billed to the County. The parties agree that the functions and allocations expressed in Exhibit IV, are the existing components of this cost category which may be modified during 1981 or thereafter to reflect the actual cost incurred by the City in this category.

EXHIBIT II

1980

DIRECT JAIL-RELATED COUNTY OVERHEAD

- 3 Information Officer positions @ \$16,000/position
- 2 Engineer positions @ \$24,500/position
- 500 Electrician hours @ \$15.20/hour
- 700 Plumber hours @ \$14.60/hour
- 275 Steamfitter hours @ \$14.60/hour
- 350 Carpenter hours @ \$11.15/hour

Steam

Electricity*

Garbage

Jail elevator repair

HVAC** repair

TOTAL

*Subject to an analysis of jail electrical consumption.

**Heating, ventilation, and air-conditioning.

JA/atb
7/6/81

EXHIBIT III

COUNTY INDIRECT

The following support service costs will be allocated on the ratio of the jail square footage to the total square footage of the courthouse, the administration building, and the jail complex to be constructed on the site bordered by Jefferson, James, 5th and 6th Avenues.

	<u>1980 Estimate for Jail Portion</u>
1. Personal property management	\$ 18,750
2. Custodial services	93,000
3. Structural/mechanical services	90,000
4. Information services	3,000

The descriptive tasks relative to each category are contained in Exhibits V, VI, and VII.

JA/atc
7/6/81

EXHIBIT IV

COUNTY ACTUAL BOOKING COSTS

The following staff positions and staffing levels are those assigned to the booking function as defined in Section IV (A), which includes: booking, intake, and release services. The parties agree that the actual cost of such staff positions and staffing levels, together with the cost of necessary data processing operations (charged at the same level and on the same basis as reflected in the then-current rate schedule for all data processing users of the County Division of System Services), shall constitute the County's Direct Booking Costs for the purpose of computing the booking fee. The parties recognize that actual deployment of staff in response to changes in the jail population, facilities, State regulation, or other legal mandate may require modification of such staff positions and staffing levels, which modifications may have the effect of increasing or decreasing this cost category. The City will consent to such modifications to the extent that they are directly related to the booking function and are supported by budget and program data.

1981 Deployment of Booking Office Staff (Proposed)

Shifts on Duty/Assigned

	<u>Day</u>	<u>Swing</u>	<u>Graveyard</u>
Unit I Booking Officers*	4/6.4	4/6.4	4/6.4
Unit II Booking Officers	3/4.8	3/4.8	3/4.8
Intake Officers**	<u>2/3.2</u>	<u>2/3.2</u>	<u>2/3.2</u>
	9/15	9/15	9/14
Sergeants	2	2	2
Property Aides	2	2	
Office Assistants (Window)	2	2	

*Provide booking and release services.

**Provide health screening, distribute and retrieve jail property.

JA/atd
7/6/81

EXHIBIT V

CITY DIRECT COSTS AND OTHER CITY COSTS

Actual Utility costs will be allocated on the basis of square footage of the Public Safety Building Jail as related to the total square footage of the Public Safety Building and the Municipal Building.

The Utility Services are:

- Gas
 - Water
 - Electricity
 - Garbage
 - Sewer
- Maintenance services supplied to the Public Safety Building Jail including materials which are documented by work order/time slips.
 - Elevator maintenance for the one elevator that solely services the Public Safety Jail and a portion of the two other elevators that serve the Public Safety Building lobby. The maintenance costs for the elevator that services only the Jail will be allocated in their entirety. The maintenance costs for the other two will be allocated based on the square footage of the Jail related to the square footage of the Public Safety Building. All charges will be documented by work orders, invoices, etc. and will be actual costs.

OTHER CITY SUPPORT COSTS

- Identification services including the photographing and fingerprinting of detainees, supplied by City staff will be billed to the County on a time and materials basis. These charges will not be prorated based upon the City's share of the total number of prisoner days.

JA/ate
7/6/81

EXHIBIT VI

CUSTODIAL SERVICES: \$620,000 -- 15% ATTRIBUTABLE TO JAIL (\$93,000)

- Janitorial cleanup		
Jail visiting area (7 nights per week)		
Administration area (5 nights per week)		
1 position		\$ 18,000
- First floor lobby cleanup after jail visiting		
(2 hours per night, 7 nights per week)		
.37 position		7,000
- First floor restroom cleanup of mess caused by jail visitors		
(7 nights per week)		
.25 position		4,500
- Sweep back stairs of jail (4 hours per week)		
.10 position		2,000
<hr/>		
- Cleanup of loading dock daily and periodic scrubbing of		
loading dock and dumpsters		
1.2 positions		22,000
- Cleanup of floods caused by backed-up toilets and		
wash basins in jail cells (3 floods per month on average;		
4 hours per cleanup; 6 janitors per cleanup)		
.5 position		9,000
- Additional mopping and polishing of 9th or 10th floor		
work release travel area		
1 janitor per floor/work release travel area =		
1/2 of one wing or		
.25 position		4,500
- Jail window security checks by janitors		
.25 position per year		4,500
- Janitorial operation of jail elevator (8 hours each		
Wednesday) for major jail deliveries		
.20 position		3,500
- Clean tracks on jail elevator		
.10 position		2,000
- Janitorial supervision costs (\$60,000 per year + 30		
employees - \$2,000 per employee		
4.25 FTE attributable to jail)		8,500
- O & M estimate (including toilet paper and paper towels		
and germicide for cleaning and scrubbing of public		
restrooms for jail visitors)		2,500
- Miscellaneous		5,000

JA/atif
7/6/81

EXHIBIT VII

STRUCTURAL/MECHANICAL SERVICES: \$600,000 --

15% ATTRIBUTABLE TO JAIL (\$90,000)

- Repair and maintenance of four elevators used 75% for jail purposes (4 x \$8,000 x .75)	\$ 24,000
- 3 engineer positions for day and swing shifts on weekdays and one shift on Saturday and Sunday proportioned on basis of jail square footage (\$70,000 x .15)	10,500
- Water charges proportioned to jail based on number of jail toilets as a percentage of Courthouse and Administration Building toilets	19,000
<hr/>	
Non work-order hours	
Electrician - 15 hours/week (780 hours/year x \$15.20)	12,000
Steamfitter/plumber - 10 hours/week (520 hours/year x \$14.60)	7,500
Carpenter - 10 hours/week (520 hours/year x \$11.15)	5,800
Painters - 5 hours/week (260 hours/year x \$10.40)	2,700
- HVAC filter changes (80 changes every 6 weeks)	2,000
- Supervision	6,500

JA/atg
7/6/81

EXHIBIT VIII

PERSONAL PROPERTY MANAGEMENT:
\$125,000 -- \$15% ATTRIBUTABLE TO JAIL (\$18,750)

<p>— Physical Inventory</p> <p>Rehabilitative areas inventories: Basement storage, 1-A storage, 2nd Floor offices, 10th Floor offices, Booking office, Jail Unit I, Work Release; Public Safety Building Basement, Unit II and III; Smith Tower Room 805, Pre-Trial</p> <p>Research, Univac input, matching commodities</p> <p>Search and determination of unlocatables and reconciliation</p> <p>Transfers, disposals, auction of surplus</p> <p>.58 position (Inventory Control Clerk)</p>	<p>2½ months</p> <p>2 months</p> <p>2 months</p> <p>½ month</p> <p>\$ 10,125.00</p>
<p>— Day Maintenance Laborers</p> <p>Moving, warehousing, dump trips</p> <p>.20 position</p>	<p>3,500.00</p>
<p>— Supervision</p> <p>Office Coordinator (\$21,774 per year + 5 employees = \$4,909 per employee)</p> <p>.125 attributable to Jail</p> <p>Property Maintenance Supervisor (\$24,546 per year + 5 employees = \$4,909 per employee)</p> <p>.199 attributable to Jail</p>	<p>2,725.00</p> <p>2,400.00</p> <p><u>\$ 18,750.00</u></p>

All charges for direct County support costs and indirect County overhead will be documented by work orders, invoices, etc. and will be actual costs.

JA/ath
7/6/81

EXHIBIT IX

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

JA/ati
7/6/81

EXHIBIT IX

King County 1981 Adopted Budget*

Work Release	829,096
Inmate Services	8,053,107.00
Commissary Operations	150,000.00
Administration of Jail Security	244,255.00
Jail Medical	1,132,641.00
Firlands/Pioneer Co-operative	924,533.00
12 Month Appropriation	(915,973.00)
Cost-of-Living	(822,839.00)
	\$9,594,820.00

*As of July 1, 1981