

PAUL F. DODD  
ROBERT B. DUNN  
74-155

MOTION NO. 1500

A MOTION authorizing the County Executive to enter into an agreement by which King County will provide detention services for the City of Seattle.

WHEREAS, the City of Seattle and the County of King can benefit from the consolidation of detention services, and

WHEREAS, the County created a Department of Rehabilitative Services which can serve as the agency which will operate the consolidated activity, and

WHEREAS, such an agreement is authorized and provided for under the terms of R.C.W. 39.34.080, R.C.W. 36.63.150, R.C.W. 36.63.160 and R.C.W. 41.14.250, and

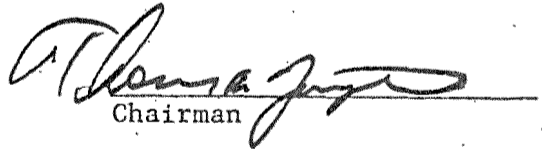
WHEREAS, the County will provide this added service to the City of Seattle, for costs as specified in the detention consolidation agreement.

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 detention services for the City of Seattle pursuant to the conditions of the Detention Consolidation Agreement between King County and the City of Seattle.

PASSED this 25th day of March, 1974.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chairman

ATTEST:

  
Clerk of The Council

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1 e. The county shall close the Seattle Jail facility  
2 at the earliest feasible date provided that closure will not  
3 jeopardize the administration of detention or correction programs  
4 nor prejudice the security or humane treatment of prisoners by  
5 subjecting them to unreasonable crowding in county-owned facili-  
6 ties. As used herein, unreasonable crowding means no more than  
7 an average of three hundred inmates (excluding work release) in  
8 the county jail except for peak loads. All facility closures  
9 will occur in the city jail facility. Average inmate population  
10 density in the county jail facility will not be reduced by  
11 shifting inmates to the city jail facility with the exception  
12 of emergency peak load problems. The excess physical capacity  
13 of the county jail facility will be used to hold Seattle prisoners.

14 f. Any cost sharing arrangement for detention health  
15 and medical care services shall be subject to a separate agreement  
16 between the city and the county.

17 4. Compensation to County for Detention Services  
18 Provided to City. The city's annual financial contribution  
19 under this agreement shall be, subject to the following provisions:  
20 equal to the amount appropriated in 1973 for the city detention  
21 services replaced by the county pursuant to this agreement. The  
22 amount of the city's contribution in future years shall not  
23 exceed the amount appropriated for 1973 except as provided in  
24 subsections (b), (e) and (f) of this section. In addition, the  
25 city's annual contribution may be reduced below the 1973 base  
26 level pursuant to section 5 of this agreement.

1           a. The city's 1973 appropriation is acknowledged  
2 to be a total of \$1,103,852.00 for detention services. A  
3 detailed breakdown of 1973 appropriations is included in  
4 addendum B to this agreement.

5           b. Only by action of the city's legislative authority  
6 and only if the city council appropriates sufficient funds to  
7 cover their costs may the city suggest detention program  
8 expansions, alterations, and improvements which exclusively  
9 benefit or affect city misdemeanants. Such appropriations may  
10 cause the total city contribution to exceed the ceiling  
11 established by this section. Before such programs shall be  
12 implemented, they must be approved by the county.

13           c. The county will bear all future mandatory and  
14 inflationary cost increases in salaries, fringe benefits, and  
15 other maintenance and operating expenditures associated with  
16 the consolidated detention program, subject to the provisions of  
17 this section.

18           d. The county will bear the cost of detention program  
19 expansion, alterations, and improvements initiated by county  
20 management and approved by the county council. In addition, the  
21 county will bear the cost of program expansions, alterations and  
22 improvements which respond to a change in either county or  
23 third party laws or procedures.

24           e. Changes in program maintenance and operating  
25 cost which are the direct result of changes in city criminal  
26 law will permit renegotiation of the city's annual financial  
27 contribution at the initiative of either the city or the  
28 county. If costs increase as a direct result of changes in  
29 city criminal law, the city's annual contribution may be  
30 increased to a level exceeding the ceiling established in  
31 this section.  
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2 f. If the county establishes and operates a new  
3 detention facility or facilities, the city's annual financial  
4 contribution may be subject to renegotiation at the initiative  
5 of either the city or the county, provided that the city's  
6 contribution shall continue to be governed by the provisions  
7 of sections 4(a) and 4(b).

8 g. The city will bear the cost of rent and utilities  
9 and shall continue to provide such repairs and maintenance as are  
10 necessary to keep those portions of the city jail facilities  
11 that are utilized by the county at levels equal to their  
12 condition at the time this agreement becomes effective.

13 5. Adjustments in the City's Annual Financial  
14 Contribution for Detention Services. This section outlines the  
15 procedure for calculating increases, decreases, and replacement  
16 of detention staff, and for translating the net changes into  
17 adjustments in the city's annual financial contribution to the  
18 county. Net reductions in staff as defined in this section may  
19 result in reduction in the city's annual contribution. Increases  
20 in staff, however, shall not result in increases to the city's  
21 annual financial contribution.

22 a. For the purposes of this agreement: (1) "net  
23 changes in staff" means reductions or additions to detention  
24 staff from the 1973 level defined and established in addendum  
25 "C" to this agreement; (2) "reductions in staff" means either  
26 positions which are established in addendum "C" to this  
27 agreement are abrogated pursuant to the county budget or  
28 authorized positions which are vacated and remain unfilled for  
29 a period of ninety days or longer; (3) "additions in staff"  
30 means either newly created positions which are filled or the  
31 filling of previously existing positions which have been vacant  
32 for a period of ninety days or longer; (4) "equivalent staff  
33 members" shall mean those positions created by the county which

1 replace similar positions previously financed by the city.  
2 Equivalent position titles are set forth in columns under the  
3 headings "Filled County Positions by Title" and "Filled City  
4 Positions by Title" in addendum "C" to this agreement.

5           b. Reductions in staff shall be pro rated from the  
6 date that filled positions are abrogated or vacated. Additions  
7 to staff shall be pro rated from the date that the positions  
8 are filled.

9           c. To enable calculation of net changes in jail  
10 staff, the county shall prepare monthly staff reports containing:  
11 (1) the number of full time equivalent staff members, including  
12 positions which have been vacant for less than ninety days, by  
13 classification as defined in addendum "C"; (2) the effective  
14 date of all reductions or additions of staff; (3) an explanation  
15 of the reasons and justifications for staff increase in any  
16 classification.

17           d. Said monthly report shall not include staff added  
18 as a result of changes promulgated pursuant to section 4(d)  
19 and 4(e) of this agreement or staff supported by state and  
20 federal grants.

21           e. The monthly report shall be transmitted to the  
22 city as provided in the following subsection.

23           f. Translation of net changes in staff and to  
24 adjustments in the city's annual contribution shall be performed  
25 using the following information and according to the following  
26 procedure.

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- (1) Staff, classifications, functional comparability of county job titles to city job titles, and average city salaries and benefits, each as budgeted by the city in 1973, are established and attached to this agreement as addendum "C".
  - (2) Within 10 days after the end of each six month period beginning July 1, 1974, the county shall transmit to the city the monthly staff reports for that period as prepared pursuant to proceeding subsections.
  - (3) Using the monthly staff reports and addendum "C", the city will calculate the increases or decreases in staff in each position class and subtract or add the pro rated amount of the average 1973 city salaries and benefits corresponding to the staff classifications as defined in addendum "C". If the net change for the period is a negative number, this net change will be subtracted from the ceiling established in section 4. Pursuant to the provisions of subsection g of this section. If the net change for the period is a positive number, this net change shall not cause the total to exceed the ceiling on city payments established in section 4 of this agreement, except as provided for in section 4(b) and (e) of this agreement.



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(4) Within 20 days after the receipt of the staff reports for each period, the city shall notify the county if it feels adjustments should be made in the county's monthly billing for detention services. Should the city request such adjustments, the county may within 10 days after receipt of such notice dispute such adjustments. Disputes shall be resolved by joint city-county administrative review of the request for adjustment.

g. In order to permit the county and the city to equitably share any economic benefits which may derive from replacement of uniform police personnel with lower salaried civilian personnel, the base salaries and benefits of sworn Seattle police officers and the position titles as established in addendum "C", and the ceiling on the city's annual contribution as established in section 4, shall be permanently amended as follows:

(1) When a sworn Seattle police officer in staff classifications A, B, C, D, or E, as defined in addendum "C", is replaced by a county staff member with a newly created position title, or a position title not listed in addendum "C", the county will amend the position title on addendum "C" by adding the new title in the column entitled amended county position by title and in the row corresponding to the Seattle police position replaced.

1 If a Seattle police position is  
2 replaced by an existing county position  
3 listed in addendum "C", the position title  
4 shall not be amended in addendum "C".

5 (2) When Seattle police positions in staff  
6 classifications A, B, C, D, or E, as  
7 defined in addendum "C", are replaced  
8 by a county staff member, and the monthly  
9 salary and benefits for the replacement  
10 staff are less than the average 1973  
11 salary and benefits corresponding to  
12 the police staff listed in addendum "C",  
13 the average 1973 base salary and benefits  
14 for the position class as established in  
15 addendum "C" shall be amended by entering,  
16 in the amended salary column, the monthly  
17 salary of the replacement staff at the  
18 second step of that position salary  
19 range plus the monthly value of fringe  
20 benefits at that same step; except that,  
21 if the replacement staff has a county  
22 title listed in addendum "C", the average  
23 1973 city base salary and benefits corres-  
24 ponding to the county title shall be entered  
25 in the amended salary column.

1 (3) If addendum "C" is amended pursuant to  
2 subsection (2), the city shall amend the  
3 ceiling on the city's financial contribution  
4 by multiplying the difference between the  
5 base salary and benefits in the amended  
6 salary and benefits times the number of  
7 city positions in said class in the base  
8 year, then multiplying the product times  
9 the number of months in a year, and then  
10 subtracting the final product from the  
11 annual contribution ceiling established  
12 in section 4 of this agreement. A formula  
13 representation of this calculation is as  
14 follows:

15 
$$Ca = C (DN12)$$

16 Where:

17 C=ceiling on city's annual financial  
18 contribution established in section 4  
19 of this agreement.

20 Ca=amended ceiling

21 D=difference between monthly base salary  
22 and benefits and the amended monthly  
23 salary and benefits.

24 N=number of Seattle positions in class  
25 in base year as established in addendum  
26 "C".  
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2 h. To facilitate the city's budget preparation, the  
3 county shall notify the city by August 1 of each year of any  
4 anticipated changes in jail staffing in the succeeding year  
5 which may reflect on adjustments to the city's annual contribution.

6 6. Manner of Billing by the County and Payment by  
7 the City. Beginning with the effective date of this agreement,  
8 within 10 days after the end of each subsequent month the county  
9 will submit to the city a bill for services equal to 1/12 the  
10 amount established by section 4 and the amending sections  
11 contained herein. Any downward adjustment to the city's annual  
12 contribution made pursuant to this agreement will be subtracted  
13 from the city's monthly payments in the months following the six  
14 month period for which the adjustment is made. Within 10 days  
15 after the receipt of each monthly bill, the city shall submit  
16 payment to the county.

17 7. Transfer and Use of Personal Properties. On July  
18 1, 1974, King County shall have the right to use all personal  
19 properties of the city jail currently located in the Public  
20 Safety Building, as follows:

21 a. The county may use all personal properties  
22 assigned to the city jail for as long as the city jail facility  
23 remains in use. The city and the county shall have performed an  
24 inventory of such properties prior to the time this agreement  
25 becomes effective.

26 b. Should the city jail facilities be closed pursuant  
27 to this agreement, personal properties assigned to the city jail  
28 may be permanently transferred to King County subject to separate  
29 agreement. Transfer of such properties will be contingent on  
30 establishment of a purchase price mutually agreed upon by the  
31 contracting parties.

1           8. Transfer of Employees. Effective July 1, 1974,  
2 persons who were employed by the city jail on June 30, 1974,  
3 but whose number shall not exceed the number of persons in each  
4 position classification as established in addendum "C" shall be  
5 employed by King County as follows:

6           a. Sworn Seattle police officers will not be  
7 transferred to King County employment. Such persons will be  
8 transferred to equivalent positions in the Seattle Police  
9 Department. King County will replace Seattle police officers  
10 who are employed by the city to the extent required to insure  
11 secure and efficient operations in the city jail facility.

12           b. Civilian custody officers shall be employed by  
13 King County in capacities and at rates of compensation as  
14 equivalent to their existing city positions as is consistent  
15 with the requirements of the Sheriff's Civil Service Commission,  
16 or County Career Service System, whichever is applicable  
17 according to law.

18           c. Jail cooks shall be employed by King County in  
19 capacities and at rates of compensation as equivalent to their  
20 existing city positions as is consistent with the requirements  
21 of the Sheriff's Civil Service Commission, or County Career  
22 Service System, whichever is applicable according to law.

23           d. The manager of food service will be employed by  
24 King County at a capacity and rate of compensation as equivalent  
25 to his existing city positions as is consistent with the  
26 requirements of the Sheriff's Civil Service Commission, or County  
27 Career Service System, whichever is applicable according to law.

28           e. Kitchen aids will be employed by King County in  
29 capacities and at rates of compensation as equivalent to their  
30 existing city positions as is consistent with the requirements  
31 of the Sheriff's Civil Service Commission, or County Career  
32 Service System, whichever is applicable according to law.  
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1 f. Clerical and secretarial personnel will be given  
2 the option of transferring to another division or department in  
3 the city. Those who choose to become county employees will be  
4 employed by King County in capacities and rates of compensation  
5 as equivalent to their existing city positions as is consistent  
6 with the requirements of the Sheriff's Civil Service Commission,  
7 or County Career Service System, whichever is applicable  
8 according to law.

9 g. Seattle personnel transferred to King County  
10 employment pursuant to this agreement shall receive credit in  
11 kind for all sick days and vacation days accrued during their  
12 employment with the city.

13 h. All city personnel transferred to King County  
14 employment pursuant to this agreement will have the option to  
15 retain membership in the retirement system of the city. King  
16 County will fully reimburse the city for its contribution to  
17 the retirement system on behalf of those transferred employees  
18 who choose to retain membership in the city retirement system.  
19 Any personnel electing to retain their membership in the  
20 retirement system of the city shall not be eligible to partici-  
21 pate in the county retirement system.

22 i. All city personnel transferred to King County  
23 employment pursuant to this agreement shall enter into either  
24 the county career service system or the Sheriff's Civil Service  
25 System, whichever is applicable according to law. They shall be  
26 accorded such status in their respective system as is permitted  
27 by state and county law.

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j. King County will honor the successor rights  
of all labor contracts affecting transferred personnel and  
in effect on June 30, 1974.

KING COUNTY, WASHINGTON

CITY OF SEATTLE, WASHINGTON

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JOHN D. SPELLMAN  
County Executive

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WESLEY UHLMAN  
Mayor

1  
2 ADDENDUM A TO DETENTIONS CONSOLIDATION AGREEMENT

3 1. Interim Transfer of Responsibilities. As soon  
4 as possible, and prior to the effective date of this agreement,  
5 King County shall provide such interim detention services as  
6 may be agreed upon with the city.

7 2. Compensation for Interim Services. During the  
8 transition period prior to the effective date of this agreement,  
9 the county will submit to the city a monthly bill for the  
10 services of all county employed staff who replace city staff  
11 in the operation of the city detention facility. The monthly  
12 bill shall include the salary and benefits of all such replacement  
13 staff. Within 10 days after the receipt of such monthly bill,  
14 the city shall submit payment to the county.



ADDENDUM B

Staff  
Positions

1973 Seattle Jail Funding

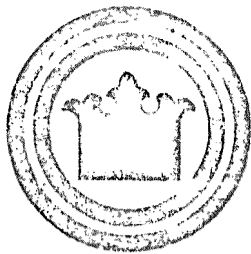
Personal Services (less salaries and benefits of 4 vacant positions)	\$ 758,711	66
9 EEA Positions	88,101	9
Labor Settlement Increase	<u>54,030</u>	<u>          </u>
Total Personal Services	\$ 900,834	75
+ 5 1/2% Salary Inc. Sept-Dec 1973	19,000	
Supplies (Jail Budget)	\$ 149,250	
Budgeted in Police Dept. (not in Jail Budget)		
Office Supplies	\$ 5,000	
Operating Supplies	<u>3,000</u>	
Total Supplies	\$ 157,250	
Other Services & Charges (Jail Budget)		
Budgeted in Police Dept. (not in Jail Budget)	\$ 12,088	
Copy Machines	6,000	
Auto Expenses	<u>2,190</u>	
Total Other Services & Charges	\$ 20,278	
Total Capital Outlay (for Equipment)	<u>6,490</u>	
JAIL TOTAL	\$ 1,103,852	

**CHRISTOPHER T. BAYLEY**  
Prosecuting Attorney  
W554 King County Courthouse  
Seattle, Washington 98104  
344-2550

ADDENDUM C

1973 BASE JAIL STAFF/FUNCTIONAL COMPARABILITY/AVERAGES

Total Positions Filled by Class	County Filled Positions by Title	Amended County Positions by Title	City Filled Positions by Title
A 2	Police Capt. (1)		Police Capt.
B 2	Police Lt. (1)		Police Lt.
C 14	Police Sgt. (9)		Police Sgt.
D 65	Patrolman & Policewoman (54)		Police Officer
E 2	None		Police Cadet
F 4	None		Custody Office Supervisor
G 53	Corrections Officer (15)		Custody Officer
H 2	Food Service Supervisor (1)		Manager Food Service
I 11	Cook (5)		Cook (including Senior Cook)
J 9	Aide (Security Aide) (5)		Aide (Kitchen Aide)
K 4	Clerical (all positions except account clerks) (2)		Clerical



John D. Spellman, County Executive  
King County Courthouse  
Seattle, Washington 98104  
(206) 344-4040

February 28, 1974

The Honorable Tom Forsythe, Chairman  
King County Council  
B U I L D I N G

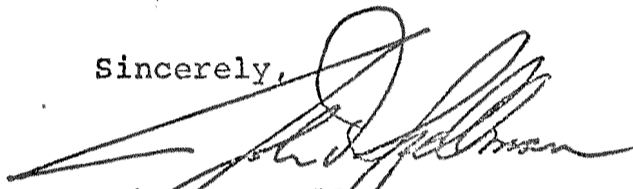
Dear Mr. Forsythe:

Re: Detentions Consolidation Agreement Between  
King County and City of Seattle

Attached for your introduction to the County Council is a Motion authorizing and directing the County Executive to provide detention services for the City of Seattle, pursuant to the conditions of the attached detentions consolidation agreement between King County and the City of Seattle.

Your consideration of this agreement and Motion will be greatly appreciated. If you have questions concerning this Motion, Mr. Joseph L. McGavick, Extension 3489, will be available.

Sincerely,



John D. Spellman  
County Executive

JDS:jkm  
Attachment