

5/10/85

INTRODUCED BY AUDREY GRUGER

PROPOSED NO. 85-290

MOTION NO. 6321

A MOTION authorizing the County Executive to amend the Seattle-King County Contract for Jail Services and execute Contracts for Jail Services with suburban cities.

WHEREAS, the jail advisory committee was established for the purpose of identifying problems with the existing contract for jail services and recommending solutions to the county executive, and

WHEREAS, the jail advisory committee, consisting of representatives from the cities of Bellevue, Clyde Hill, Kent, Renton, Seattle, and Tukwila, forwarded its recommendations to the county executive, and

WHEREAS, the executive and the jail advisory committee agreed upon a number of modifications to the existing contracts;

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

Pursuant to RCW 39.34.080, it is hereby agreed that the county executive is authorized to amend the Seattle-King County contract for jail services and execute contracts for jail services with the suburban cities.

PASSED this 5th day of August, 1985.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Gary Grant
Chairman

ATTEST:

Dorothy M. Owens
Clerk of the Council

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1 In accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and
2 the City and County Jails Act (RCW Chapter 70.48, as amended), King County, a
3 municipal corporation and legal subdivision of the State of Washington (the
4 "County") and the City of Seattle (the "City") agree to amend the Contract For
5 Jail Services as follows:

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

8 A. "City Prisoner" means a person booked into or housed in the Jail
9 when a City charge is the principal basis for booking or confining that
10 person. A City charge is the principal basis for booking or confining a
11 person where one or more of the following applies, whether pre-trial or
12 post-trial:

13 1. The person is booked or confined by reason of violating or
14 allegedly violating a City ordinance;

15 2. The person is booked or confined by reason of a Seattle Municipal
16 Court warrant;

17 3. The person is booked or confined by reason of violating or
18 allegedly violating state statute (state misdemeanor or gross misdemeanor) and
19 the person could have been booked or confined by reason of violating or
20 allegedly violating a City ordinance for the same or similar activity;

21 4. The person is booked or confined by reason of a Seattle Municipal
22 Court order; or

23 5. The person is booked or confined by reason of Subsections 1, 2,
24 3, or 4 above, in combination with charges, investigation of charges, and/or
25 warrants of other governments, and the booking or confinement by reason of
26 subsections 1, 2, 3, or 4 above is determined to be the most serious charge in
27 accordance with Exhibit I.

28 A City charge is not the principal basis for confining a person
29 where:

30 1. The person is booked or confined exclusively or in combination
31 with other charges by reason of a felony charge; or

32 2. The person is confined exclusively or in combination with other
33 charges by reason of a felony charge that has been reduced to a state mis-

1 demeanor or gross misdemeanor.

2 The City agrees to pay for ten percent (10%) of the below-described
3 booking fees and maintenance charges for all persons booked or confined in the
4 Jail by the City for investigation of a felony charge. The County agrees to
5 pay for the remaining ninety percent (90%) of these fees and charges.

6 B. "Jail", wherever underlined, means a place primarily designed,
7 staffed, and used for the housing of adults charged with a criminal offense;
8 for the punishment, correction, and rehabilitation of offenders after
9 conviction of a criminal offense; or for confinement during a criminal
10 investigation or for civil detention to enforce a court order. Upon the date
11 of the execution of this agreement, Jail includes the County jail in the King
12 County Courthouse (Unit I); the jail on the sixth, seventh, and eighth floors
13 of the City's Public Safety Building (Units II and III); and the King County
14 Correctional Facility located at 500 5th Avenue in Seattle; the North
15 Rehabilitation Facility (Firlands); and work release facilities operated by
16 the County directly or pursuant to contract.

17 C. The first "Prisoner Day" means confinement for more than six (6)
18 hours measured from the time such prisoner is first presented to and accepted
19 by the Jail or pursuant to the authority of the City until the prisoner is
20 released, provided that an arrival on or after six (6) o'clock p.m. and
21 continuing into the succeeding day shall be considered one day. The second
22 and subsequent Prisoner Day means confinement for any portion of a calendar
23 day after the first Prisoner Day. The County shall make every reasonable
24 effort to release a prisoner as expeditiously as possible after the County has
25 received notification of a court order to release. For persons confined in
26 the North Rehabilitation Facility (Firlands), "Prisoner Day" means a
27 confinement determined in accordance with Exhibit II.

28 If either party notifies the other in writing that program or
29 administrative requirements relating to the Jail are causing or will cause an
30 inequitable burden on either party, or that new technologies and methods
31 relating to more equitable distribution of prisoner confinement costs have
32 become or will become available, the parties shall meet to discuss changes to
33 the above definition of Prisoner Day.

1 II. Jail and Health Services: The County shall accept for confinement
2 in the Jail those persons who are City prisoners as defined in Article I,
3 and shall furnish the City with Jail facilities, booking, and custodial
4 services, and personnel for the confinement of City prisoners at least equal
5 to those the County provides for confinement of its own prisoners. The County
6 shall furnish to the City all Jail medical and health care services required
7 to be provided pursuant to federal or state law and regulations promulgated
8 thereto, including such standards as may be adopted by the Washington State
9 Corrections Standards Board.

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

17 The City reserves the exclusive right to make repairs in or alterations
18 to the Public Safety Building. The County shall give the City notice as soon
19 as possible about any malfunctions or damages to the jail in order that the
20 City may make or authorize repairs, and on request, shall protect any City
21 workers and the work site until repairs are completed. City costs of making
22 repairs and/or improvements shall be credited as a "direct support cost."

23 IV. City Compensation: The City will pay the County a booking fee, and
24 a maintenance charge, as follows:

25 A. The booking fee shall be assessed for City Prisoners booked by or
26 on behalf of the City into the Jail for registering, fingerprinting,
27 photographing, and initial screening and examination of persons presented for
28 confinement; for inventorying and safekeeping of their personal property; for
29 maintaining the Jail register (book of arrests) and such other booking
30 functions as may be established pursuant to this contract, by order of a
31 court of competent jurisdiction and/or by the State of Washington. The
32 booking fee shall be established annually pursuant to the procedure set forth
33 in Exhibit III. Each year, the procedure shall include an adjustment to the

1 booking fee established for the following year to account for the difference
2 between the total booking fees billed to all cities and towns during the
3 previous year and the County's actual costs of providing booking services for
4 prisoners of all cities and towns during that year. On or about September 1
5 of each year, the County shall provide the City with an estimate of the
6 booking fee for the following year.

7 B. The maintenance charge shall be assessed for a City Prisoner for
8 each Prisoner Day. The maintenance charge shall be established annually,
9 based on the County's "Net Maintenance Fee" which shall be determined using
10 the procedure set forth in Exhibit IV. Each year, the procedure shall
11 include an adjustment to the maintenance charge established for the following
12 year to account for the difference between the total maintenance charges
13 billed to all cities and towns during the previous year and the County's
14 actual maintenance costs for prisoners of all cities and towns during that
15 year. On or about September 1 of each year, the County shall provide the
16 City with an estimate of the maintenance charge for the following year. The
17 City shall be allowed a credit against its apportionment the amount of its
18 direct support costs reduced by the ratio of City Prisoner Days to the total
19 of all prisoner days. Identification services provided by the City shall be
20 credited in their entirety.

21 C. Billing and Billing Dispute Resolution Procedure:

22 1. The County shall transmit billings to the City monthly. Within
23 forty-five (45) days after receipt, the City shall pay the full amount billed
24 or withhold a portion thereof and provide the County written notice specifying
25 the total amount withheld and the grounds for withholding such amount,
26 together with payment of the remainder of the amount billed (if any remains).

27 2. Withholding of any amount billed shall constitute a dispute,
28 which shall be resolved as follows:

29 (a) The representatives designated in Section VIII of this
30 contract or their designees shall attempt to resolve the dispute by
31 negotiation. If such negotiation is unsuccessful, but in no case later than
32 thirty (30) days following receipt by the County of the written notice
33 described in subsection III(D)(1) above, the City shall appeal in writing to

1 the Director of the Department of Adult Detention, who, after receiving a
2 recommendation by the Jail Advisory Committee, shall render a decision in
3 writing to be transmitted by mail to the City.

4 (b) The decision of the Director shall be final and conclusive
5 unless the City, within thirty (30) days of receipt of said decision, appeals
6 in writing to the County Executive, for settlement in accordance with Section
7 XI of this contract.

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

12 3. Any undisputed billing amount not paid by the City within
13 forty-five (45) days of receipt of the billing, and any amounts found to be
14 owing to the County as a result of the billing dispute resolution procedure
15 that are not paid within thirty (30) days of resolution, shall be conclusively
16 established as a lawful debt owed to the County by the City, shall be binding
17 on the parties, and shall not be subject to legal question either directly or
18 collaterally.

19 D. Each party may examine the other's books and records to verify
20 charges. If an examination reveals an improper charge, the next billing
21 statement will be adjusted appropriately. Disputes on matters related to
22 these amendments to this contract revealed by an audit report shall be
23 resolved under Section XI rather than Section IV, C.

24 V. Term and Termination: These amendments shall take effect on
25 September 1, 1985, and shall supersede and amend all previous contracts and
26 agreements between the parties relating to the Jail and jail services. No
27 part of these amendments shall be applied retroactively.

28 This contract shall extend to June 30, 1991, and shall automatically
29 renew from year to year thereafter unless terminated by either party. During
30 the term of this contract, any termination prior to June 30, 1991 will be
31 pursuant to RCW Chapter 70.40.090(2) and regulations promulgated pursuant
32 thereto. Termination of this contract on or after June 30, 1991 by either
33 party shall require eighteen (18) months written notice.

1 VI. Indemnification:

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

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

18 B. The County shall indemnify and hold harmless the City and its
19 officers, agents, and employees, or any of them, from any and all claims,
20 actions, suits, liability, loss, costs, expenses, and damages of any nature
21 whatsoever, by reason of or arising out of any action or omission of the
22 County, its officers, agents, and employees, or any of them, in accepting City
23 Prisoners, providing booking and screening functions, furnishing all Jail and
24 health services, transporting City Prisoners and in confining persons who have
25 been presented to and accepted by the Jail by the City, its officers, agents,
26 and employees, while said persons are in the Jail or in the custody of the
27 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 its
30 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 is
32 involved; and if final judgment be rendered against the City and its officers,
33 agents, and employees, or any of them, or jointly against the City and the

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

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

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

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

18 IX. Assurance: The County represents and assures the City that no other
19 city or town has or will receive more favored treatment under a contract with
20 the County in the care and treatment of its prisoners, detention facilities
21 provided, or in charges assessed than provided under this contract to City
22 Prisoners and the charges made to the City under this contract. If advantages
23 are provided prisoners of another city or town or to prisoners of the County,
24 like advantages shall be extended to City Prisoners; and if lower rates are
25 provided in any contract with another city or town, such reduced charges shall
26 be extended to the City under this contract. This Section IX shall not apply
27 to temporary service contracts of less than twelve months' duration; Provided
28 that such temporary service contracts shall not cause the City to pay more in
29 maintenance charges and booking fees than the City would have paid without
30 such a temporary service contract.

31 X. Remedies: No waiver of any right under this contract shall be
32 effective unless made in writing by the authorized representative of the party
33 to be bound thereby. Failure to insist upon full performance on any one or

1 several occasions does not constitute consent to or waiver of any later
2 non-performance, nor does payment of a billing or continued performance after
3 notice of a deficiency in performance constitute an acquiescence thereto.

4 XI. Disputes: Disputes that cannot be resolved by the representatives
5 designated herein or billing disputes appealed to the County Executive
6 pursuant to Section III C shall be referred to the mayor and the County
7 Executive for settlement. If not resolved by them within thirty (30) days of
8 the referral, the Mayor and the County Executive by mutual written consent
9 may apply to the Presiding Judge of the King County Superior Court for
10 appointment of an arbitrator whose decision shall be final and binding on both
11 parties. The Washington State Corrections Standard Board shall be invited to
12 participate in any arbitration. If mutual written consent to apply for the
13 appointment of an arbitrator is not reached, either party may seek court
14 action to decide the disputed contract provision. Each party shall pay
15 one-half of the arbitrator's fee and expenses.

16 Each party shall be entitled to specific performance of this contract
17 as long as Article V and/or a repayment obligation under RCW 70.48.090
18 restricts its termination. If either party prevails in a court action to
19 enforce any provision of this contract, it shall be awarded reasonable
20 attorneys' fees, to be based on hourly rates for attorneys of comparable
21 experience in the community.

22 XII. State Criminal Charges: The City shall initiate procedures to
23 avoid booking or confining persons by reason of violating or allegedly
24 violating a state statute where such persons could have been booked or
25 confined for the same or similar activity by reason of violating or allegedly
26 violating a City ordinance. The terms of this Section apply whether the
27 charges are initiated originally in District Court or filed in District Court
28 following a felony investigation which does not result in the filing of a
29 felony information or felony complaint.

30 XIII. Jail Advisory Committee: There is hereby established a Jail
31 Advisory Committee which shall provide consultation and recommendations to the
32 County concerning Jail policies, budgeting and planning relating to the cost
33 and utilization of the Jail by contracting cities and towns. The Jail

1 Advisory Committee shall also make recommendations to the County Executive on
2 billing disputes arising under this contract. The Jail Advisory Committee
3 shall be established by September 1, 1985 in accordance with Exhibit V.

4 XIV. Ancillary Matters: This contract reserves in each party the power
5 to establish a temporary holding facility during a riot or civil disobedience,
6 to establish group homes or other care or rehabilitation facilities in
7 furtherance of a social service program, and to comply with a final order of a
8 federal court or a state court of record for the care and treatment of
9 prisoners.

10 Both parties shall cooperate and assist each other toward procuring
11 grants or financial assistance from the United States, the State of
12 Washington, and private benefactors for the Jail, the care and rehabilitation
13 of prisoners, and the reduction of costs of operating and maintaining Jail
14 facilities.

15 When the County modifies its data processing system which is used to
16 provide the information to determine the billable agency, the method outlined
17 in Exhibit I will be modified to designate the arresting agency's charge as
18 the billable charge until that charge is no longer the cause of that person's
19 confinement.

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

25 If any provision of this contract or these amendments other than
26 Article VII shall be held invalid, the remainder of this contract shall not be
27 affected thereby if such remainder would then continue to serve the purposes
28 and objectives of both parties.

29 XV. Entire Contract: This contract consists of thirteen (13) pages plus
30 the following attached exhibits, which are incorporated herein by reference
31 as if fully set forth:

32 Exhibit I -- Method of Determining Billable Charge and Agency

33 Exhibit II -- Exception to Billing Procedure

1 Exhibit III -- Booking Fee

2 Exhibit IV -- Net Maintenance Fee

3 Exhibit V -- Jail Advisory Committee

4 Exhibit VI -- Direct Jail-Related County Overhead

5 Exhibit VII -- County Indirect

6 Exhibit VIII -- City Direct Costs and Other City Costs

7 Exhibit IX -- Custodial Services: \$620,000 -- 15% Attributable to Jail
8 (\$93,000)

9 Exhibit X -- Structural/Mechanical Services: \$600,000 -- 15%
10 Attributable to Jail (\$90,000)

11 Exhibit XI -- Personal Property Management: \$125,000 -- 15%
12 Attributable to Jail (\$18,750)

13 Exhibit XII -- King County 1981 Adopted Budget Corrections Division

14 The contract and these amendments represent the entire understanding
15 of the parties and supersedes any oral representations that are inconsistent
16 with or modify its terms and conditions. The parties hereto specifically
17 waive any rights, causes or claims arising from or related to this contract
18 prior to these amendments including but not limited to as it related to
19 billings, definition of prisoners, definition of Prisoner Day, audit
20 findings, or any other dispute relating to the establishment or
21 administration of the billing system; Provided, nothing contained herein shall
22 affect or modify any past, present or future right or obligation of either
23 party pursuant to Section VI, Indemnification; Provided further, as condition
24 precedent to the entry and effect of the amendments, all billings items of
25 payments and credits, and charges arising prior to these amendments shall be
26 current.

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XVI. Modifications: All provisions of this contract except the termination conditions governed by RCW 70.48.090(2) referenced in Section V may be modified and amended with the written mutual consent of the parties hereto.

KING COUNTY

THE CITY OF SEATTLE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acting under authority of
Motion _____

Acting under authority of
Ordinance _____

Approved as to form:

Approved as to form:

Prosecuting Attorney

City Attorney

. 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 I of the 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 4.
2. Select the only investigation charge. If there are more than one, go to rule 4.
3. Select the only misdemeanor charge. If there are more than one, continue to rule 4.
4. Select the charge with no bail (cannot be released).
5. Find the agency with highest total accumulated bail, and select the first charge for that agency.
6. If the bail is equal among jurisdictions, select the sentenced charge over the pretrial charge.
7. If bail is equal among jurisdictions and all charges are sentenced, select the charge with the longest sentence.
8. If bail is equal among jurisdictions and no charges are sentenced, or if all charges are sentences of equal length, select the charge entered first.

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

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In accordance with Section I.C. of the Contract for Jail Services, an exception to the billing procedure has been negotiated by the parties and will supplant the procedure specified in the contract as follows:

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 I.C. 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 length specified on the court commitment.

Two examples are provided for illustration.

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/84 0700	Released 7/3/84 0700
	Number of prisoner days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/84 0700	Temporary Release 7/2/84 0700
	Return to NRF 7/8/84 0700	Released 7/9/84 0700
	Number of prisoner days = 2	

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.

BOOKING FEE¹ - 1985

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DAD* UNIT COST

Adopted Budget 1985 (DAD Intake Budget) ²	\$2,322,628
Estimated COLA* 1985	75,660
	<u>\$2,398,288</u>
Projected Number of Bookings	<u>+ 33,500</u>
1985 FEE PER BOOKING	\$ 71.59
+/- Year End Adjustments (beginning in 1986)	

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 would be adjusted accordingly the following year.

2 The Adult Detention budget contains personnel and support costs for all services described in Section III (A) of this contract.

* DAD = Department of Adult Detention.

* COLA = Cost of Living Adjustment.

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NET MAINTENANCE FEE¹ - 1985

DAD/DFM* UNIT COST

DAD Adopted Budget 1985 ²	\$16,518,585
Estimated COLA*	543,700
Total 1985 DAD Estimated Budget	\$17,062,285
LESS: Booking Costs (Ref. Exhibit III)	< 2,398,288 >
Total Est. DAD MAINTENANCE BUDGET	\$14,663,997
Direct Support Costs ³	1,079,380
	\$15,743,377
Indirect Support Costs ⁴	\$ 84,750
	\$15,828,127
LESS: County Revenues ⁵	< 928,346 >
LESS: KCOPS Transport Costs ⁶	< 64,869 >
NET EST. TOTAL MAINTENANCE COSTS	\$14,834,912
Projected Number of Maintenance Days (1,108 x 365)	+ 404,420
1985 Prisoner Day Maintenance Fee	\$ 36.68
+/- Year End Adjustments (beginning in 1986)	

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

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- 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. An example of DAD's 1981 Budget is contained in Exhibit XII.
 - 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 Executive Administration, Facilities Management Division. The parties agree that the attached itemization of direct County overhead costs for 1980 (Exhibit VI) represents King County's initial direct costs chargeable to this category, which may be modified hereafter 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 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. The basis and extent of the City of Seattle's credit is discussed in Exhibit VIII.

- 4 Indirect Support Costs attributable to the Jail include the specialized support services such as window cleaning, supervisory functions for the above described direct costs, Systems Services development costs, and other appropriate Facilities Management 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. The parties agree that the functions, allocations, and percentages expressed in Exhibit VII are the initial components of this cost category, which may be modified hereafter to reflect the actual costs incurred by the County in this category.
- 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 from 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 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.
- 6 A credit is given for the salary and benefit costs of 2 FTE Corrections Officers from Court Detail (DAD), which covers the cost of service provided to the King County Department of Public Safety and does not benefit other City jurisdictions.

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JAIL ADVISORY COMMITTEECommittee 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 (Chairman)
Suburban City Mayor Representative (3)
Suburban City Police Representative (2)

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

- o cities with either "correction" or "detention" facilities;
- o cities with "holding" facilities; and
- o 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.

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EXHIBIT VI

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 VII

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 VIII

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 IX

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
- 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

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EXHIBIT x

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
- 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

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7/6/81

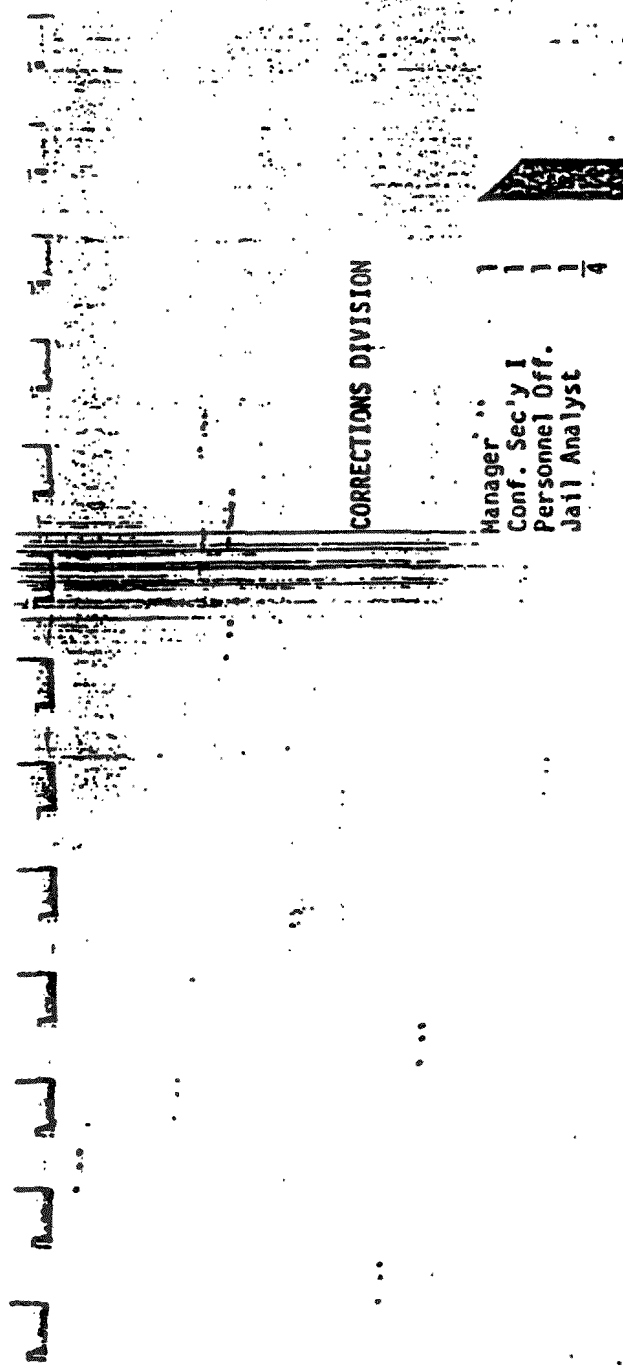
EXHIBIT XI

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

-- Physical Inventory		
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		2½ months
Research, Univac input, matching commodities		2 months
Search and determination of unlocatables and reconciliation		2 months
Transfers, disposals, auction of surplus		½ month
.58 position (Inventory Control Clerk)		\$ 10,125.00
-- Day Maintenance Laborers		
Moving, warehousing, dump trips		
.20 position		3,500.00
-- Supervision		
Office Coordinator ($\$21,774$ per year + 5 employees = $\$4,909$ per employee)		
.125 attributable to Jail		2,725.00
Property Maintenance Supervisor ($\$24,546$ per year + 5 employees = $\$4,909$ per employee)		
.199 attributable to Jail		<u>2,400.00</u>
		<u>\$ 18,750.00</u>

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



CORRECTIONS DIVISION

Manager .. 1
 Conf. Sec'y I 1
 Personnel Off. 1
 Jail Analyst 1 4

WORK RELEASE

*Sergeant 1
 Supervisor 4
 Field Agents 2
 Intake Counselor 1
 Social Worker 10
 Corr. Officers 2
 Office Ass't. III 2
 21 18

INMATE SERVICES

Supervisor 1
 Social Worker 4
 Case Managers 8
 Pretrial Screeners 5
 Det. Rec. Spec. 2
 Corr. Officers 3
 Office Ass't. III 4
 27

JAIL SECURITY

Captain 1
 Jail ~~Commander~~ 2
 Lieutenants 14
 Sergeants 149
 Corr. Officers 156
 Jail Aides 4
 Office Tech. II 1
 Office Ass't III 4
 176 183

* New position.

EXHIBIT xii

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

Agency 90 - Rehabilitative Services

Department 0910 - Corrections Division

Fund 00001 - Current Expense

Funds Financing Operation

1981 Adopted
(As of July)

Fund	Staff Counts	Amount	
Current Expense	263 273	(\$8,536,335)	\$9,594,8

SIGNIFICANT REVENUE CREDITED TO DEPARTMENT

	1980	1981	
Jail Contract - Seattle	\$1,103,852	\$1,750,000	1,700,0
Jail Room and Board Reimbursement	526,735	128,606	189,0
Work Release Room and Board Reimbursement	363,545	436,905	
Commissary Revenue	183,000	185,000	
Interfund Transfer - Involuntary Treatment	61,978	60,000	

RECOMMENDED BUDGET

CURRENT EXPENSE

1591 Administration and Supervision	\$ 161,326	\$ 0*	
1592 Work Release	585,842	(766,645)	829,0
1593 Inmate Services	388,743	(688,954)	767,0
1595 Jail Security	6,333,817	(6,806,537)	7,294,0
2603 Commissary Operations	133,600	150,000	
2973 Administration of Jail Security	163,051	(124,199)	554,0
Total	\$7,766,379	(\$8,536,335)	\$9,594,8

PERFORMANCE INDICATORS

	1979 Actuals	1980 Est.	1981 Proj.
Average daily jail population**	739	790	675
Average daily work release population	84	139	146
Number of bookings	31,000	34,000	35,700
Number of mental health evaluations	716	757	832
Number of primary and secondary classification of inmates	7,500	14,721	20,156
Number of interviews for personal recognizance release	7,548	9,780	9,300
Average daily supervised release caseload	55	78	80

*Budgeted in 90-0918-6717, Rehabilitative Services - Administration

**Exclusive of work release population

EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

REC'D OMB JUL 14 1981

		1981 ADOPTED (As of July 1)	
Agency	90 - Rehabilitative Services		
DEPARTMENT <input type="checkbox"/>	0910 - Rehabilitative Services	Salaries	\$468,732
Division <input type="checkbox"/>	1590 - Corrections	Benefits	96,361
Section <input type="checkbox"/>	1592 - Work Release	Supplies	164,619
Group <input type="checkbox"/>		Contractual	82,899
		Support Services	10,195
		Capital Outlay	5,750
		Budget Reallocation	540
			\$829,096
Fund	00001 - Current Expense		

Staff Counts			Expenditures		
	1980	1981	1980 BUDGETED	1981 RECOMMENDED	
Regular	18.5	19 21	\$352,652	\$414,998	Salaries
Grant	1.5	0	72,403	87,177	Employees Benefits
			2,912	165,086	Supplies
			109,619	82,899	Contractual Svs.
			12,529	10,735	Service Support
			26,762	5,750	Capital Outlay
			7,500	0	Grant
			1,465	0	Contingency
TOTAL	20	19 21	\$585,842	\$766,645	TOTAL

PROGRAM PURPOSE:

The purpose of Work Release is to provide an alternative incarceration program which allows selected inmates to maintain gainful employment, education or rehabilitation treatment while serving a jail sentence.

OBJECTIVES/PLANS:

Funds are provided in the 1981 proposed budget to support the current Work Release population of 146. The 1981 plans include a bed capacity for 138 male inmates at the King County Courthouse and 8 female inmates at the Pioneer Cooperative contract facility. Services for inmates accepted into the Work Release program include intake screening and various types of personal counseling.

BUDGET HIGHLIGHTS:

The proposed 1981 budget for Work Release reflects an increase of \$180,803 or 31 percent above the 1980 level. The bulk of the increase is due to the establishment of separate Work Release accounts for food and various supply accounts. Other increases include salary and benefit increases on existing positions, .5 clerical position (\$8,036) funded through LEAA for six months in 1980, .5 field agent position (\$11,970) funded through LEAA for six months in 1980, and an increase in extra help for corrections

EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

Agency	90 - Rehabilitative Services		1981 ADOPTED (As of July)
DEPARTMENT <input type="checkbox"/>	0910 - Rehabilitative Services	Salaries	\$557,098
Division <input type="checkbox"/>	1590 - Corrections	Benefits	119,898
Section <input type="checkbox"/>	1593 - Inmate Services	Supplies	8,029
Group <input type="checkbox"/>		Contractual	79,460
		Support Services	2,356
		Capital Outlay	436
		Budget Reallocation	55
			<u>\$767,332</u>
Fund 00001	Current Expense		

Staff Counts			Expenditures		
	1980	1981		1980 BUDGETED	1981 RECOMMENDED
Regular	14.5	-27 29	Salaries	\$250,741	\$487,174
Grant	7.75		Employees Benefits	55,649	106,124
			Supplies	2,205	8,029
			Contractual Svs.	60,988	84,780
			Service Support	813	2,411
			Capital Outlay	3,018	436
				15,329	0
TOTAL	22.25	-27 29	TOTAL	\$388,743	\$688,954

PROGRAM PURPOSE:

This section provides funds to support the following services: primary and secondary classification of inmates; clinical evaluation of mentally ill and developmentally disabled inmates, including referral of such inmates to community care programs; systematic review of psychiatric populations in the King County Jail; review of special populations in the jail; general population group management; staffing of inmate council meetings; provision of outside agency access to the jail including special visitation; library services; and, educational services. This section also provides funds to support pretrial release services including interviewing of detainees for the purpose of recommending release from jail and providing supervised release for detainees unable to obtain other forms of release.

OBJECTIVES/PLANS:

The principal objective of Inmate Services in 1981 is to maintain compliance with the provisions of the Consent Decree, State Jail Standards and American Medical Association Jail Medical Standards. Specifically, the section will conduct mental health and developmental disability evaluations, referrals, and out-of-detention placements for dysfunctional inmates; perform primary and secondary classification of inmates; perform primary and secondary classification of inmates; conduct disciplinary hearings; determine inmate eligibility for contact visiting; determine inmate eligibility for

EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

trustee work; organize inmate council meetings; direct inmate recreational activities; and, respond to inmate requests for various services. This section will also provide personal recognition screening for pretrial detainees and maintain a supervised release program for inmates unable to obtain other forms of release.

BUDGET HIGHLIGHTS:

The proposed 1981 budget for Inmate Services reflects an increase of \$300,211 or 77 percent above the 1980 level. Personnel increases include 1.5 new case manager positions (\$31,680) for out-of-detention placement and in-house supervision of mentally ill or developmentally disabled inmates partially supported through LEAA in 1980; three new pretrial case manager positions (\$64,296) to provide supervision for detainees released from jail on condition of supervision fully supported through LEAA in 1980; one new clerical position (\$13,879) to provide record-keeping and ancillary clerical support for pretrial and supervised release fully supported through LEAA in 1980; one new clerical position (\$13,565) to provide clerical support for social service staff; .75 new pretrial screener position (\$13,586) partially supported through LEAA in 1980; and, .25 new clerical position (\$3,174) for pretrial and supervised release partially supported through LEAA in 1980. As part of a departmental reorganization, five positions have been transferred to this section from Jail Security: three corrections officer positions to support the inmate classification function and two recreation specialist positions to provide supervised recreation as per the Consent Decree. Other changes include salary and benefit increases on current positions, an increase in library contractual services, and a decrease in capital outlay.

SUPPLEMENTAL FUNDING:

None.

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EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

Agency	90 - Rehabilitative Services		1981 ADOPTED
			(As of July)
DEPARTMENT <input type="checkbox"/>	91 - Rehabilitative Services	Salaries	\$
Division <input type="checkbox"/>	1590 - Corrections	Benefits	
Section <input type="checkbox"/>	2603 - Commissary Operations	Supplies	149,140
Group <input type="checkbox"/>		Contractual	860
		Support Services	
		Capital Outlay	
			<u>\$150,000</u>
	Fund 00001 - Current Expense		

Staff Counts			Expenditures		
	1980	1981	1980 BUDGETED	1981 RECOMMENDED	
Regular	0	0	Salaries	\$ 0	\$ 0
			Employees Benefits	0	0
			Supplies	132,740	149,140
			Contractual Svs.	860	860
			Service Support	0	0
			Capital Outlay	0	0
TOTAL	<u>0</u>	<u>0</u>	TOTAL	<u>\$133,600</u>	<u>\$150,000</u>

PROGRAM PURPOSE:

This section provides funds which allow inmates to purchase cigarettes, candy and other nonessential personal goods while held in detention.

OBJECTIVES/PLANS:

The objective of commissary operations is to provide each inmate a weekly opportunity to purchase a maximum of \$25 of personal goods, assuming that inmate accounting records reflect sufficient funds for this purpose. Revenue from commissary operations is deposited daily in the County Current Expense Fund and is not available for the purchase of commissary inventory.

BUDGET HIGHLIGHTS:

The 1981 commissary budget represents an increase of \$16,400 or 12 percent above the 1980 level. The increase is due to the inflationary cost of commissary goods.

SUPPLEMENTAL FUNDING:

None.

EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

Agency	90 - Rehabilitative Services		1981 ADOPTED
			(As of July)
DEPARTMENT <input type="checkbox"/>	0910 - Rehabilitative Services	Salaries	\$4,907,55
		Benefits	1,057,05
Division <input type="checkbox"/>	1590 - Corrections	Supplies	889,90
		Contractual	94,01
Section <input type="checkbox"/>	1595 - Jail Security	Support Services	304,31
		Capital Outlay	58,11
Group <input type="checkbox"/>		Budget Reallocation	1,70
		* Contingency	(18,41)
	Fund 00001 - Current Expense		\$7,294,30
		* Merit Pay Adjustment	

Staff Counts			Expenditures		
	1980	1981	1980	1981	
			BUDGETED	RECOMMENDED	
Regular	205	-213 219	Salaries	\$4,043,112	\$4,398,002
			Employees Benefits	856,690	986,075
			Supplies	1,007,744	927,805
			Contractual Svs.	59,988	87,875
			Service Support	243,832	306,524
			Capital Outlay	59,455	100,256
			Contingency	62,996	0
TOTAL	205	-213 219	TOTAL	\$6,333,817	\$6,806,537

PROGRAM PURPOSE:

This section provides funds for the safe, secure, humane and healthful operation of both King County adult detention facilities. Funds are also provided for the performance of booking and release functions.

OBJECTIVES/PLANS:

The objectives for this section in 1981 include the following:

- 1) to meet the requirements placed on the County by the Consent Decree and the state jail standards,
- 2) to provide adequate security for felons and other high risk inmates, and
- 3) to reduce the average daily jail population (ADP) by approximately 100 below the 1980 estimated ADP.

Due to the changing nature of the jail population, from one comprised predominantly of pretrial misdemeanor and low-risk felon populations to one characterized by sentenced felons (including a large number of high risk felons) and misdemeanants (including a large number of mentally ill), corrections officer staff must provide constant supervision of jail inmates from the time of admission until release. In order to perform the function with minimal increase in costly

EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

corrections officer staff, some clerical duties previously performed by officers will be assigned to civilian staff.

As the population has changed, so have the attitudes of the public and courts toward confinement of pre-trial and post-trial inmates. In order to meet the new requirements placed on the jail, changes in its present operation are mandated. A few of the financially more significant changes include: contact visiting, inspection of jail facilities on a semi-monthly basis, observation of all inmates hourly, distribution of personal care items to all inmates, and routine health care screening.

BUDGET HIGHLIGHTS:

The proposed 1981 budget for jail security reflects an increase of \$472,720 or 7.5 percent above the 1980 budget. This budget increase includes 6 new FTE corrections officer positions (\$124,188) to support jail security and related functions; 1 new sergeant position (\$29,195) to provide supervisory support for the regular inspection of jail cells; 1 new clerical position (\$14,662) to support the general visiting function; and overtime and extra help funds (\$90,513) to support hospital guarding, court detail and various other purposes. The proposed budget for 1981 also includes salary increases on existing positions (\$144,044), the bulk of which is attributable to in-grade increases for corrections officers based on union contract.

As a result of the departmental reorganization, the Jail Security section has been divided into two sections, Jail Security and Jail Operations as indicated in the Corrections Division organization chart. The following budgetary changes have been implemented: 3 corrections officer positions have been transferred to Inmate Services to support the classification function; and 1 office assistant position, 1 office technician position, 1 office services supervisor position, and 1 accountant position have been transferred from either Rehabilitative Services - Administration or Jail Security - Administration to the Jail Operations section.

Nonpersonnel increases include \$55,759 for personal supplies to meet requirements of the Consent Decree and inflationary costs and \$68,455 for food, due to inflationary costs.

SUPPLEMENTAL FUNDING:

None.

EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

Agency	90 - Rehabilitative Services		1981 ADOPTED
DEPARTMENT	0910 - Rehabilitative Services		(As of July)
Division	1590 - Corrections	Salaries	\$ 178,437
Section	2973 - Administration - Jail Security	Benefits	29,699
Group		Supplies	1,125
		Contractual	170,136
		Support Services	59,000
		Capital Outlay	50
		* Interfund Transfer	1,581,014
		** Budget Use	(1,465,373)
Fund	00001 - Current Expense		\$ 554,088
	* Major components: Firland's Jail costs	\$585,645	
	Public Health	\$995,369	
	** Major components: COLA Adjustment	(\$726,101)	
	12th Month Appropriation	(\$915,973)	
	1980 Carryover	\$ 13,701	
	Budget Reallocation	\$163,000	

Staff Counts		Expenditures	
1980	1981	1980 BUDGETED	1981 RECOMMENDED
Regular	6	4	
		Salaries	\$122,221
		Employees Benefits	\$ 98,666
		Supplies	23,558
		Contractual Svs.	19,034
		Service Support	1,125
		Capital Outlay	1,125
		Grant	7,839
		Contingency	5,324
			1,525
			∅
			∅
			50
			∅
			∅
TOTAL	6	4	
		TOTAL	\$163,051
			\$124,199

PROGRAM PURPOSE:

This section provides funds for the direction and supervision of all activities in the Corrections Division. Responsibilities include oversight and approval of all ongoing operations of the Division, review of Division policy and procedures and approval of changes in procedures, and planning for acquisition and allocation of resources to meet future service demands of the Division. The Division Administration serves as a link with other parts of the department, other County agencies, outside agencies and the public.

OBJECTIVES/PLANS:

In 1981 the Corrections Division proposes to provide improved services to a reduced jail population. Increases are anticipated in the number of referrals to Work Release, the use of pretrial services and jail social services, and administrative activity related to personnel, training and background investigations on prospective employees. Specific program plans are described in the appropriate sections of the Corrections Division budget.

BUDGET HIGHLIGHTS:

No significant changes from the 1980 budget are reflected in the

EXHIBIT XII

KING COUNTY 1981 ADOPTED BUDGET
CORRECTIONS DIVISION

the following sections: 1 office assistant III position and 1 office technician II position have been transferred to Jail Security and 1 accountant position has been transferred to Jail Operations. Also, a jail analyst position has been transferred from Administration to Jail Security as part of the reorganization.

SUPPLEMENTAL FUNDING:

None.

CONTRACT FOR JAIL SERVICES

1 In accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and
2 the City and County Jails Act (RCW Chapter 70.48, as amended), King County, a
3 municipal corporation and legal subdivision of the State of Washington
4 (the "County") and the City of _____ (the "City"), in
5 consideration of the payments, covenants and agreements hereinafter
6 mentioned, to be made and performed by the parties, do covenant and agree as
7 follows:

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

10 A. "City Prisoner" means a person booked into or housed in the Jail
11 when a City charge is the principal basis for booking or confining that
12 person. A City charge is the principal basis for booking or confining a
13 person where one or more of the following applies, whether pre-trial or
14 post-trial:

15 1. The person is booked or confined by reason of violating or
16 allegedly violating a City ordinance;

17 2. The person is booked or confined by reason of a Court warrant
18 issued either by the City's Municipal Court or District Court when acting as
19 the City's Municipal Court;

20 3. The person is booked or confined by reason of violating or
21 allegedly violating state statute (state misdemeanor or gross misdemeanor) and
22 the person could have been booked or confined by reason of violating or
23 allegedly violating a City ordinance for the same or similar activity;

24 4. The person is booked or confined by reason of a Municipal Court
25 or District Court (when acting as the City's Municipal Court) order; or

26 5. The person is booked or confined by reason of Subsections 1, 2,
27 3, or 4 above, in combination with charges, investigation of charges, and/or
28 warrants of other governments, and the booking or confinement by reason of
29 subsections 1, 2, 3, or 4 above is determined to be the most serious charge in
30 accordance with Exhibit I.

31 A City charge is not the principal basis for confining a person
32 where:

33 1. The person is booked or confined exclusively or in combination

1 with other charges by reason of a felony charge; or

2 2. The person is confined exclusively or in combination with other
3 charges by reason of a felony charge that has been reduced to a state
4 misdemeanor or gross misdemeanor.

5 The City agrees to pay for ten percent (10%) of the below-described
6 booking fees and maintenance charges for all persons booked or confined in the
7 Jail by the city for investigation of a felony charge. The County agrees to
8 pay for the remaining ninety percent (90%) of these fees and charges.

9 B. "Jail", wherever underlined, means a place primarily designed,
10 staffed, and used for the housing of adults charged with a criminal offense;
11 for the punishment, correction, and rehabilitation of offenders after
12 conviction of a criminal offense; or for confinement during a criminal
13 investigation or for civil detention to enforce a court order. Upon the date
14 of the execution of this agreement, Jail includes the County jail in the King
15 County Courthouse (Unit I); the jail on the sixth, seventh, and eighth floors
16 of the City's Public Safety Building (Units II and III); and the King County
17 Correctional Facility located at 500 5th Avenue in Seattle; the North
18 Rehabilitation Facility (Firlands); and work release facilities operated by
19 the County directly or pursuant to contract.

20 C. The first "Prisoner Day" means confinement for more than six (6)
21 hours measured from the time such prisoner is first presented to and accepted
22 by the Jail or pursuant to the authority of the City until the prisoner is
23 released, provided that an arrival on or after six (6) o'clock p.m. and
24 continuing into the succeeding day shall be considered one day. The second
25 and subsequent Prisoner Day means confinement for any portion of a calendar
26 day after the first Prisoner Day. The County shall make every reasonable
27 effort to release a prisoner as expeditiously as possible after the County has
28 received notification of a court order to release. For persons confined in
29 the North Rehabilitation Facility (Firlands), "Prisoner Day" means a
30 confinement determined in accordance with Exhibit II.

31 If either party notifies the other in writing that program or
32 administrative requirements relating to the Jail are causing or will cause an
33 inequitable burden on either party, or that new technologies and methods

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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.

II. Jail and Health Services: The County shall accept for confinement in the Jail those persons who are City Prisoners as defined in Article I, 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.

III. City Compensation: The City will pay the County a booking fee, and a maintenance charge, as follows:

A. 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.

B. 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

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1 an adjustment to the maintenance charge established for the following year to
2 account for the difference between the total maintenance charges billed to all
3 cities and towns during the previous year and the County's actual maintenance
4 costs for prisoners of all cities and towns during that year. On or about
5 September 1 of each year, the County shall provide the City with an estimate
6 of the maintenance charge for the following year.

7 C. Billing and Billing Dispute Resolution Procedure:

8 1. The County shall transmit billings to the City monthly. Within
9 forty-five (45) days after receipt, the City shall pay the full amount billed
10 or withhold a portion thereof and provide the County written notice specifying
11 the total amount withheld and the grounds for withholding such amount,
12 together with payment of the remainder of the amount billed (if any remains).

13 2. Withholding of any amount billed shall constitute a dispute,
14 which shall be resolved as follows:

15 (a) The representatives designated in Section VIII of this
16 contract or their designees shall attempt to resolve the dispute by
17 negotiation. If such negotiation is unsuccessful, but in no case later than
18 thirty (30) days following receipt by the County of the written notice
19 described in subsection III(D)(1) above, the City shall appeal in writing to
20 the Director of the Department of Adult Detention, who, after receiving a
21 recommendation by the Jail Advisory Committee, shall render a decision in
22 writing to be transmitted by mail to the City.

23 (b) The decision of the Director shall be final and conclusive
24 unless the City, within thirty (30) days of receipt of said decision, appeals
25 in writing to the County Executive, for settlement in accordance with Section
26 XI of this contract.

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

31 3. Any undisputed billing amount not paid by the City within
32 forty-five (45) days of receipt of the billing, and any amounts found to be
33 owing to the County as a result of the billing dispute resolution procedure

1 that are not paid within thirty (30) days of resolution, shall be conclusively
2 established as a lawful debt owed to the County by the City, shall be binding
3 on the parties, and shall not be subject to legal question either directly or
4 collaterally.

5 4. If the City fails to pay a billing within the times set forth in
6 the above subsection, the City shall be deemed to have voluntarily waived its
7 right to house City Prisoners in the Jail and will remove City Prisoners
8 already housed in the Jail within thirty (30) days. Thereafter, the Jail will
9 accept no further City Prisoners until all outstanding billings are paid.

10 D. Each party may examine the other's books and records to verify
11 charges. If an examination reveals an improper charge, the next billing
12 statement will be adjusted appropriately. Disputes on matters related to this
13 contract which are revealed by an audit shall be resolved under Section XI
14 rather than Section IV, C.

15 IV. Term: This contract shall take effect on September 1, 1985, and
16 shall supersede and terminate all previous contracts and agreements between
17 the parties relating to the Jail and jail services. No part of this contract
18 shall be applied retroactively.

19 This contract shall extend to June 30, 1991, and shall automatically
20 renew from year to year thereafter unless terminated pursuant to the terms
21 and conditions of this contract.

22 V. Termination: This contract may be terminated by either party prior
23 to the date specified above in Section IV by providing the other party ninety
24 days' written notice. The notice shall state the grounds for termination and
25 the specific plan for accommodating the affected jail population. This
26 section shall not affect or apply to billings, billing disputes or cessation
27 of the City's right to use the Jail pursuant to Section IIID,4 above.

28 VI. Indemnification:

29 A. The City shall indemnify and hold harmless the County and its
30 officers, agents, and employees, or any of them, from any and all claims,
31 actions, suits, liability, loss, costs, expenses, and damages of any nature
32 whatsoever, by reason of or arising out of any act or omission of the City,
33 its officers, agents, and employees, or any of them, in arresting, detaining,

1 charging, prosecuting, or transporting persons before presentation to and
2 acceptance by the Jail or thereafter while said persons are in custody of the
3 City outside the Jail.

4 In the event that any suit based upon such a claim, action, loss, or
5 damage is brought against the County, the City shall defend the same at its
6 sole cost and expense; provided that the County retains the right to
7 participate in said suit if any principle of governmental or public law is
8 involved; and if final judgment be rendered against the County, and its
9 officers, agents, and employees, or any of them, or jointly against the
10 County and the City and their respective officers, agents, and employees, or
11 any of them, the City shall satisfy the same.

12 B. The County shall indemnify and hold harmless the City and its
13 officers, agents, and employees, or any of them, from any and all claims,
14 actions, suits, liability, loss, costs, expenses, and damages of any nature
15 whatsoever, by reason of or arising out of any action or omission of the
16 County, its officers, agents, and employees, or any of them, in accepting City
17 Prisoners, providing booking and screening functions, furnishing all Jail and
18 health services, transporting City Prisoners and in confining persons who have
19 been presented to and accepted by the Jail by the City, its officers, agents,
20 and employees, while said persons are in the Jail or in the custody of the
21 County outside the Jail.

22 In the event that any suit based upon such a claim, action, loss, or
23 damage is brought against the City, the County shall defend the same at its
24 sole cost and expense; provided, that, the City retains the right to
25 participate in said suit if any principle of governmental or public law is
26 involved; and if final judgment be rendered against the City and its officers,
27 agents, and employees, or any of them, or jointly against the City and the
28 County and their respective officers, agents, and employees, or any of them,
29 the County shall satisfy the same.

30 VII. Non-Discrimination/Equality of Employment Opportunity: The County
31 will provide equal employment opportunity in administering this contract, in
32 implementing this contract, and in administering the Jail, and prohibit
33 discriminatory treatment as required by King County Ordinance 4528, or a

1 successor ordinance of at least like effect; any charges referred by the City
2 to the County will be processed promptly.

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

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

12 IX. Assurance: The County represents and assures the City that no other
13 city or town has or will receive more favored treatment under a contract with
14 the County in the care and treatment of its prisoners, detention facilities
15 provided, or in charges assessed than provided under this contract to City
16 Prisoners and the charges made to the City under this contract. If advantages
17 are provided prisoners of another city or town or to prisoners of the County,
18 like advantages shall be extended to City Prisoners; and if lower rates are
19 provided in any contract with another city or town, such reduced charges shall
20 be extended to the City under this contract. This Section IX shall not apply
21 to temporary service contracts of less than twelve months' duration; Provided
22 that such temporary service contracts shall not cause the City to pay more in
23 maintenance charges and booking fees than the City would have paid without
24 such a temporary service contract.

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

31 XI. Disputes: Disputes that cannot be resolved by the representatives
32 designated herein or billing disputes appealed to the County Executive
33 pursuant to Section III C shall be referred to the Chief Executive Officer of

1 the City and the County Executive for settlement. If not resolved by them
2 within thirty (30) days of the referral, the Chief Executive Officer and
3 the County Executive by mutual written consent may apply to the Presiding
4 Judge of the King County Superior Court for appointment of an arbitrator whose
5 decision shall be final and binding on both parties. The Washington State
6 Corrections Standard Board shall be invited to participate in any arbitration.
7 If mutual written consent to apply for the appointment of an arbitrator is not
8 reached, either party may seek court action to decide the disputed contract
9 provision. Each party shall pay one-half of the arbitrator's fee and
10 expenses.

11 Each party shall be entitled to specific performance of this contract
12 as long as Article V and/or a repayment obligation under RCW 70.48.090
13 restricts its termination. If either party prevails in a court action to
14 enforce any provision of this contract, it shall be awarded reasonable
15 attorneys' fees, to be based on hourly rates for attorneys of comparable
16 experience in the community.

17 XII. State Criminal Charges: The City shall initiate procedures to
18 avoid booking or confining persons by reason of violating or allegedly
19 violating a state statute where such persons could have been booked or
20 confined for the same or similar activity by reason of violating or allegedly
21 violating a City ordinance. The terms of this Section apply whether the
22 charges are initiated originally in District Court or filed in District Court
23 following a felony investigation which does not result in the filing of a
24 felony information or felony complaint.

25 XIII. Jail Advisory Committee: There is hereby established a Jail
26 Advisory Committee which shall provide consultation and recommendations to the
27 County concerning Jail policies, budgeting and planning relating to the cost
28 and utilization of the Jail by contracting cities and towns. The Jail
29 Advisory Committee shall also make recommendations to the County Executive on
30 billing disputes arising under this contract. The Jail Advisory Committee
31 shall be established by September 1, 1985 in accordance with Exhibit V.

32 XIV. Ancillary Matters: This contract reserves in each party the power
33 to establish a temporary holding facility during a riot or civil disobedience,

1 to establish group homes or other care or rehabilitation facilities in
2 furtherance of a social service program, and to comply with a final order of a
3 federal court or a state court of record for the care and treatment of
4 prisoners.

5 Both parties shall cooperate and assist each other toward procuring
6 grants or financial assistance from the United States, the State of
7 Washington, and private benefactors for the Jail, the care and rehabilitation
8 of prisoners, and the reduction of costs of operating and maintaining Jail
9 facilities.

10 The County will maintain its program of contacting the City after
11 booking a City Prisoner in order to give notice that the prisoner has been
12 booked and to provide the opportunity for release to the City if the City so
13 desires. Such action will take place immediately after booking and will
14 result in no maintenance charges if the prisoner is released to the City
15 within six hours. The County will maintain its program to notify the City of
16 the status of its prisoners in cases where confinement is the result of
17 multiple warrants from two or more jurisdictions. This program will allow the
18 City to take custody of a prisoner if it so desires after other jurisdictional
19 warrants are resolved and thereby prevent unnecessary maintenance day costs.
20 When the County modifies its data processing system which is used to provide
21 the information to determine the billable agency, the method outlined in
22 Exhibit I will be modified to designate the arresting agency's charge as the
23 billable charge until that charge is no longer the cause of that person's
24 confinement.

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

30 If any provision of this contract other than Article VII shall be held
31 invalid, the remainder of this contract shall not be affected thereby if such
32 remainder would then continue to serve the purposes and objectives of both
33 parties.

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XV. Entire Contract: This contract consists of thirteen (13) pages plus the following attached exhibits, which are incorporated herein by reference as if 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

The 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 VI, Indemnification; 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.

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

KING COUNTY

THE CITY OF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acting under authority of
Motion _____

Acting under authority of
Ordinance _____

Approved as to form:

Approved as to form:

Prosecuting Attorney

City Attorney

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 I of the 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 4.
2. Select the only investigation charge. If there are more than one, go to rule 4.
3. Select the only misdemeanor charge. If there are more than one, continue to rule 4.
4. Select the charge with no bail (cannot be released).
5. Find the agency with highest total accumulated bail, and select the first charge for that agency.
6. If the bail is equal among jurisdictions, select the sentenced charge over the pretrial charge.
7. If bail is equal among jurisdictions and all charges are sentenced, select the charge with the longest sentence.
8. If bail is equal among jurisdictions and no charges are sentenced, or if all charges are sentences of equal length, select the charge entered first.

BOOKING FEE¹ - 1985

6321

DAD* UNIT COST

Adopted Budget 1985 (DAD Intake Budget) ²	\$2,322,628
Estimated COLA* 1985	<u>75,660</u>
	\$2,398,288
Projected Number of Bookings	<u>+ 33,500</u>
1985 FEE PER BOOKING	\$ 71.59
+/- Year End Adjustments (beginning in 1986)	

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 would be adjusted accordingly the following year.

2 The Adult Detention budget contains personnel and support costs for all services described in Section III (A) of this contract.

* DAD = Department of Adult Detention.

* COLA = Cost of Living Adjustment.

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NET MAINTENANCE FEE¹ - 1985

6321

DAD/DFM* UNIT COST

DAD Adopted Budget 1985 ²	\$16,518,585
Estimated COLA*	543,700
Total 1985 DAD Estimated Budget	<u>\$17,062,285</u>
LESS: Booking Costs (Ref. Exhibit III)	< 2,398,288 >
Total Est. DAD MAINTENANCE BUDGET	<u>\$14,663,997</u>
Direct Support Costs ³	1,079,380
	<u>\$15,743,377</u>
Indirect Support Costs ⁴	\$ 84,750
	<u>\$15,828,127</u>
LESS: County Revenues ⁵	< 928,346 >
LESS: KCDPS Transport Costs ⁶	< 64,869 >
NET EST. TOTAL MAINTENANCE COSTS	<u>\$14,834,912</u>
Projected Number of Maintenance Days (1,108 x 365)	÷ 404,420
1985 Prisoner Day Maintenance Fee	\$ 36.68
+/- Year End Adjustments (beginning in 1986)	

*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. An example of DAD's 1981 Budget is contained in Exhibit XII.

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 Executive Administration, Facilities Management Division. The parties agree that the attached itemization of direct County overhead costs for 1980 (Exhibit VI) represents King County's initial direct costs chargeable to this category, which may be modified hereafter 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 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. The basis and extent of the City of Seattle's credit is discussed in Exhibit VIII.

- 4 Indirect Support Costs attributable to the Jail include the specialized support services such as window cleaning, supervisory functions for the above described direct costs, Systems Services development costs, and other appropriate Facilities Management 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. The parties agree that the functions, allocations, and percentages expressed in Exhibit VII are the initial components of this cost category, which may be modified hereafter to reflect the actual costs incurred by the County in this category.
- 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 from 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 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.
- 6 A credit is given for the salary and benefit costs of 2 FTE Corrections Officers from Court Detail (DAD), which covers the cost of service provided to the King County Department of Public Safety and does not benefit other City jurisdictions.

JAIL ADVISORY COMMITTEE

6321

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 (Chairman)
- Suburban City Mayor Representative (3)
- Suburban City Police Representative (2)

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

- o cities with either "correction" or "detention" facilities;
- o cities with "holding" facilities; and
- o 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.

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