



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 27, 2011

Ordinance 17199

Proposed No. 2011-0347.2

Sponsors Ferguson and Gossett

1 AN ORDINANCE authorizing the execution of an
2 interlocal agreement between King County and the city of
3 Seattle for jail services.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Findings:

6 A. In 2002, King County entered into an interlocal agreement for jail services
7 with most cities in the county ("the 2002 agreement").

8 B. In 2010, King County and twenty-four cities signed an amendment to the 2002
9 agreement that both improved cost recovery for the county and extended the term of the
10 2002 agreement to 2016 ("the 2010 agreement").

11 C. In the fall of 2010, the county and the cities that signed the 2010 agreement
12 began negotiations on possible improvements to the model for calculating the jail fees
13 and, for any interested cities, other provisions for creating a long-term, durable
14 arrangement for misdemeanor jail services.

15 D. In April 2011, the King County executive and mayor for the city of Seattle
16 signed an agreement in principle that set forth the elements for a long-term, durable
17 agreement for misdemeanor jail services that includes providing the city of Seattle
18 access to an increasing number of beds in King County jail facilities over a nineteen-year
19 term at a reasonable cost while providing the county financial assurances that the city of

20 Seattle will pay for a minimum number of beds and contribute to the cost of new jail
21 capacity if the county determines it must build additional jail capacity during the
22 nineteen-year term.

23 E. The attached interlocal agreement for jail services contains a typographical
24 error in describing the calculation of the “Minimum Bed Adjustment Charge”, stating
25 \$20,250.00, when it actually would be \$320,250.00. This is found in page 44 of the
26 agreement. Since the Seattle City Council has already authorized execution of the
27 agreement in its current form, it is the intent of the council that the executive correct the
28 error before signing the final agreement, and obtain approval by the mayor of the city of
29 Seattle for the correction as part of his signature of the agreement..

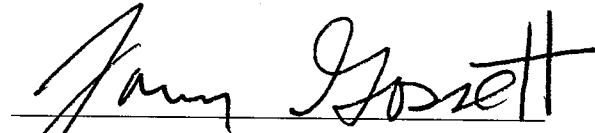
30 SECTION 2. The executive is hereby authorized to execute an interlocal

31 agreement with the city of Seattle for jail services in substantially the form of the
32 attached agreement.
33

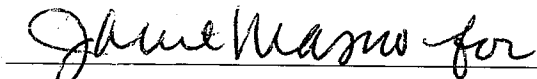
Ordinance 17199 was introduced on 8/15/2011 and passed by the Metropolitan King County Council on 9/26/2011, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Patterson,
Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Ms. Hague

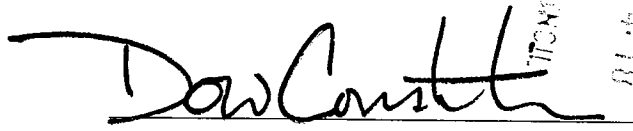
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 29 day of SEPTEMBER 2011.


Dow Constantine, County Executive

RECEIVED
2011 SEP 29 PM 4:18
CLERK
KING COUNTY COUNCIL

Attachments: A. Interlocal Agreement Between King County and The City of Seattle for Jail Services, August 26, 2011

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

August 26, 2011

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

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

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

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

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to WER ; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing a person for confinement in Jail or assignment to WER.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Section 4 and Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.
 - 1.5 "Certification of Housing Use" means a Notification provided by the City to the County, in the form generally set forth in Exhibit V, confirming whether the City has housed, or intends to house, all City Detainees and City Pre-Trial Detainees requiring Secure Detention in the Jail, or whether the City will be utilizing its own or third-party operated facilities for some of its Secure Detention needs.
 - 1.6 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.

- 1.7 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
- A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):
- 1.7.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:
- 1.7.1.1 the case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
- 1.7.1.2 the case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.7.2; or
- 1.7.1.3 the case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.7.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.7.10.
- 1.7.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.7.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.7.5 The person is booked or confined by reason of subsections 1.7.1 through 1.7.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.7.1 through 1.7.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.7.6 The person has been booked or confined for reasons other than subsections 1.7.1 through 1.7.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is **not** the principal basis for confining a person where:
- 1.7.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.

- 1.7.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.7.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.
- 1.7.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billable for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.8 "City Pre-Trial Detainee" means a City Detainee who has not been sentenced by a court of competent jurisdiction for a City charge on which he or she is being detained or held.
- 1.9 "City WER Participant" means a person ordered by Seattle Municipal Court to WER.
- 1.10 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitative or treatment in lieu of, Secure Detention, operated by or on behalf of the DAJD's Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Work and Education Release (WER), Electronic Home Detention, Community Work Program and Community Center for Alternative Programs (CCAP).
- 1.11 "Continuity of Care Records" means an Inmate's diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.12 "County Inmate" means any Inmate that is not a City Inmate.
- 1.13 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.14 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.

- 1.15 “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including fire, storm, flood, earthquake or other act of nature.
- 1.16 “Inmate” means a person booked into or housed in the Jail.
- 1.17 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate or City WER Participant is first presented to and accepted by the Jail for housing in the Jail or WER until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory DUI sentences, "Inmate Day" means confinement in accordance with Exhibit II.
- 1.18 “JAG” means the Jail Agreement Administration Group created pursuant to Section 10 of this Agreement.
- 1.19 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.20 “Jail Bed Expansion Project” means an expansion of the County’s Secure Detention bed capacity implemented per Section 7 of this Agreement.
- 1.21 “Jail Bed Expansion Charge” means the charge payable by the City in connection with a Jail Bed Expansion Project, per Section 7 of this Agreement.
- 1.22 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Section 4 and Exhibit III, Section 1.a.
- 1.23 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population then the Inmate is no longer considered a Medical Inmate.
- 1.24 “Minimum Bed Adjustment Charge” means a charge payable by the City when the average number of billable City Inmates in Jail is less than the Secure Bed Floor number, as further described in Exhibit III, Section 6.

- 1.25 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.26 "Offsite Medical Care Charges" means those pass through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing a level of services provided from offsite medical institutions, as further defined in Exhibit III Section 4 and Attachment III-2. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.27 "Psychiatric Inmate" means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.27.1 A "Non-Acute Psychiatric Inmate" is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III, Attachment III-2) and housed outside the Jail's acute psychiatric housing units.
- 1.27.2 An "Acute Psychiatric Inmate" is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's acute psychiatric housing units (as further described in Exhibit III, Attachment III-2). If an Inmate is moved to housing outside the Jail's acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.28 "Notification" means provision of written alert, confirmation of information or request meeting the requirements of Section 13.10. In contrast, a "notice" means providing alert or confirmation of information or request in writing to the individuals identified in Section 13.10, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 13.10 including but not limited to electronic mail or facsimile.
- 1.29 "Notification of Intent to Proceed with Jail Expansion" means a Notification issued by the County per Section 7.2.
- 1.30 "Original Attachment III-3" means the Secure Bed Cap and Floor as written and approved at the time of execution of this Agreement.
- 1.31 "Parties" mean the City and County, as parties to this Agreement.
- 1.32 "Pre-design Work" means the activities described in Section 7.1 in furtherance of a potential expansion of the County's secure jail bed capacity.
- 1.33 "Schedule of Jail Bed Surcharge Payments" means the schedule prepared by the County and provided to the City confirming the amount and duration of the monthly Jail Bed

- Expansion Surcharge, calculated in accordance with Section 7.3 and Exhibit III, Section 5.
- 1.34 “Secure Bed Cap” means the maximum number of beds in Secure Detention in Jail available on a daily basis to house City Inmates. The Secure Bed Cap is based on the Official Daily Population Count, and is established for each calendar year as set forth on Column 3 of Attachment III-3 but may be changed from time to time per Section 12.2.
- 1.35 “Secure Bed Floor” means the minimum number of beds in Jail for which the City will be responsible for payment of a Minimum Adjustment Charge per Exhibit III, Section 6. The Secure Bed Floor is based on the average number of Maintenance Charge days for City Inmates in Jail, and is established for each calendar year as set forth on Column 4 of Attachment III-3.
- 1.36 “Secure Bed Cap and Floor” means both the Secure Bed Cap and the Secure Bed Floor.
- 1.37 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention in the Jail excludes City Inmates enrolled in Community Corrections Programs.
- 1.38 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-2: Infirmarium Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.39 “Total Jail Bed Expansion Capital Cost” means the capital cost of a Jail Bed Expansion Project implemented per Section 7 of this Agreement, including the capital costs associated with construction and equipping of space to accommodate additional secure jail beds and all ancillary space, capital equipment and facilities reasonably necessary to the operation of the increase in number of Secure Detention beds, and including the cost of Pre-design Work for such project. For purposes of calculating the Jail Bed Expansion Surcharge, the Total Jail Bed Expansion Capital Cost is limited as described in Exhibit III, Section 5.
- 1.40 “2010 Agreement” means the interlocal agreement for jail services between King County and the City as executed between the County and the City effective February 1, 2010, as amended. Twenty-four cities each signed a separate agreement with the County in a form substantially similar to the 2010 Agreement, excepting for provisions related to the effective date and the date certain fees and charges were revised. Such agreements are collectively referred to herein as the 2010 Agreement.
- 1.41 “WER” means the County’s Work and Education Release Program, operated by the Community Corrections Division of DAJD, or its successor.

- 1.42 "WER Charge" is the daily housing charge incurred for City WER Participants as further described in Section 4 and Exhibit III, Subsection 1.b.
2. Term. This Agreement shall commence on January 1, 2012, and shall extend through December 31, 2030. This Agreement shall supersede all previous contracts and agreements between the Parties relating to the Jail, WER, and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail and City WER Participants for assignment to WER, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities, booking, transportation among County facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital, and custodial services, and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all Jail medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate or City WER Participant as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail or sentencing to WER when they are deemed by the County to be in need of urgent medical care.
- 3.1 Upon the execution of this Agreement, the City will provide the County with a completed "**Certification of Secure Housing Use,**" (or "Certification") using the form appended hereto as **Exhibit IV** and submitting it to the person specified in Section 13.10 of this Agreement. The City will thereafter provide the County with updated Certification forms as necessary to provide the County prompt notice of any changes in the status of its housing use by City Detainees, or to provide notice to the County about City Detainee status after the expiration of the time period covered by the prior Certification.
- To the extent practicable, the City will provide Certifications updating the status of City Detainees in advance of any changes in City Detainee status. In the event the County has not received an updated Certification with new information as of any July 15 or January 15, the County shall be entitled to rely on the most recently filed Certification for all purposes under this Agreement, including but not limited to the calculation of the Minimum Bed Adjustment Charge and likely Jail Secure Detention requirements of the City.
4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Minimum Bed Adjustment Charge, WER Charge, Surcharges and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
- 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into Secure Detention in the Jail, and for the booking of City WER

- Participants directly reporting to WER, as further described in Exhibit III, Section 2. The Booking Fee will be annually adjusted effective each January 1st.
- 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1.a. The Maintenance Charge will be annually adjusted effective each January 1st.
 - 4.2.1 The City agrees to pay for maintenance of City Inmates at a minimum level associated with the Secure Bed Floor in Attachment III-3. Accordingly, if the number of billable City Inmates falls below the prescribed level, the City will be assessed a Minimum Bed Adjustment Charge calculated and payable as described in Exhibit III, Section 6.
 - 4.2.2 The County will maintain its program to provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
 - 4.2.3 The County will maintain its program to provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
 - 4.2.4 The Parties may amend the notice requirements of Sections 4.2.2 and 4.2.3 by administrative agreement signed by both the Mayor of the City of Seattle and the King County Executive.
- 4.3 WER Charge. The WER Charge shall be assessed for a City WER Participant for each Inmate Day as provided in Exhibit III, Subsection 1.b. The WER charge will be annually adjusted effective each January 1st.
 - 4.3.1 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs in addition to WER, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs in addition to WER shall be enacted through an amendment to this Agreement.
- 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, Minimum Bed Adjustment Charge, WER Charge and any other charges agreed to per Section 4.3.1, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is *admitted* to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within 2 business days following the day in which the chargeable event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within 24 hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges, and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

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

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

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

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

5.2.2 Thereafter, the County and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the

dispute to JAG for resolution. In the event JAG is unable to resolve the dispute within 30-days of referral, either Party may pursue the dispute resolution mechanisms outlined in Section 11.

- 5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the negotiated resolution or appeal determination.
 - 5.4 If the City fails to pay a billing within 45-days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure non-payment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail or be assigned to WER and, at the County's request, will remove City Inmates already housed in the Jail or assigned to WER within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates or City WER Participants until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.
 - 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure.
 - 5.6 Each Party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.
6. Secure Beds for Seattle Inmates: Cap and Floor. The City may house City Inmates in Secure Detention within the Jail in an aggregate number, according to the Jail's Official Daily Population Count, equal to or less than the number shown in Column 3 "Secure Bed Cap" in Attachment III-3 in the corresponding calendar year, as further described in this Section.
- 6.1 The County will provide notice to the City if the City has exceeded the Secure Bed Cap, by providing notice to the person or persons identified by the official Notification recipient designated in Section 13.10 of this Agreement (if other than the individual identified in Section 13.10). After the City has exceeded the Secure Bed Cap for four (4) consecutive days, the County may either decide to continue to house City Inmates in excess of the Secure Bed Cap or refuse to accept bookings from the City. Notwithstanding the terms of the preceding sentence, if at any time the County determines that housing City Inmates in number above the Secure Bed Cap jeopardizes its ability to operate its jail facilities in a safe and secure manner, the County may refuse

bookings for City Detainees until such time as the number of City Inmates is reduced below the Secure Bed Cap.

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

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

- a. The County has not issued to the City a **Notification of Intent to Proceed with Jail Bed Expansion Project** per Section 7.
- b. The City submits the request for the reduction at least eighteen (18) months before the proposed January 1 effective date, by completing and submitting a **Secure Bed Cap and Floor Adjustment Request Form** (Exhibit V) specifying the amount of the requested decrease in the Secure Cap and Floor **for all remaining years of the Agreement** and delivering it to the person designated in Section 13.10 of the Agreement; *provided* that the County in its sole discretion may agree to a shorter Notification period.
- c. The Secure Bed Floor requested for any calendar year is equal to or greater than the Minimum Secure Bed Floor as shown on Column 5 of Attachment III-3 (Secure Bed Cap and Floor for Seattle) for each corresponding Calendar Year.
- d. The Secure Bed Cap requested is 30% higher than the Secure Bed Floor for each corresponding Calendar Year.
- e. Notwithstanding subsections a and b above, if the County has issued a **Notification of Projected Need for Capital Expansion Project** indicating that the Jail Bed Expansion Charge is expected to be payable by the City in less than 18 months from the date of such Notification, the City shall be considered to have issued a timely request for a decrease in the secure cap and floor under this Section 6.2.1 if the City files such request otherwise meeting the terms of this Section 6.2.1 within 30 days of receipt of the County's **Notification of Projected Need for Capital Expansion Project**. The City's request for a Secure Bed Cap and Floor reduction, if and as granted, shall become effective on the January 1 closest to the date that is 18 months following the date of issuance of the **Notification of Projected Need for Capital Expansion Project**.

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

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

- a. The City requests the reduction no later than July 1st in the year before the proposed effective date, by completing and submitting a **Secure Bed Cap and Floor Adjustment Request Form** and delivering it to the person designated in Section 13.10 of the Agreement.
- b. The entirety of the City's Detainees requiring Secure Detention are held in the Jail during the calendar year of the requested reduction; and
- c. The Secure Bed Cap requested is 30% higher than the Reduced Bed Floor requested.

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

6.2.3 **Increase in Secure Bed Cap and Floor.** The City may request an increase in the Secure Bed Cap and Floor at least thirty-six (36) months before the requested effective date (January 1) of the increase, by completing and submitting a **Secure Bed Cap and Floor Adjustment Request Form** and delivering it to the person designated in Section 13.10 of this Agreement; *provided* that, the Secure Bed Cap requested shall in each calendar year from and after the proposed effective date of the increase be 30% higher than the Reduced Bed Floor for such calendar year; and *provided further that* upon the City's request, the County in its sole discretion may agree to a shorter Notification period for a Secure Bed Cap and Floor increase than 36 months. The City may request an increase for a limited term of years, after which the Secure Bed Cap and Floor will revert to the prior approved levels. The County is under no obligation to grant a request for an increase in the Secure Bed Cap and Floor. Approval of an increase in any Secure

Bed Cap or Floor limit by more than 33% of the corresponding number in the Original Attachment III-3 or 110 beds, whichever is greater, shall require approval of the Parties' respective legislative bodies.

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

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

6.3 By December 31, 2030, at the time of the Jail's Official Daily Population Count, the City agrees to reduce the number of City Inmates in the Jail to 0 and the number of City WER Participants to 0, with the exception that Inmates whose status has changed to City Inmate, or WER participants whose status has changed to City WER Participant will not be included in the calculation of the number of City Inmates or WER Participants if such individuals are removed from the Jail or WER within 72-hours of such change in status.

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

6.4 The City can access up to a maximum of 15 WER beds, subject to availability, on a first come, first serve basis; provided further that these beds will not be held in reserve for the

