Amendment to Interlocal Agreement Between King County and the City of Kirkland for Jail Services

THIS AGREEMENT is dated effective as of the 1st day of May, 2010, and, with respect to the parties hereto, amends and restates the November 1, 2002 Original Agreement. 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 Kirkland, a Washington municipal corporation (the "City").

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).

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 "Booking" means registering, screening and examining inmates for confinement in the Jail; inventorying and safekeeping inmates' personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate.

   1.2 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except holidays and County-designated furlough days.

   1.3 "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 City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial:

      1.3.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, whether filed under state law or city ordinance;

      1.3.2 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;

      1.3.3 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,

      1.3.4 The person is booked or confined by reason of subsections 1.3.1 through 1.3.3 above, in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.3.1 through 1.3.3 above is determined to be the most serious charge in accordance with Exhibit I.

      1.3.5 A City charge is not the principal basis for confining a person where the person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.

      1.3.6 A City charge is not the principal basis for confining a person where the person is confined exclusively or in combination with other charges by reason of a

felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.

1.4 "Contract Cities" means cities that are signatory to the Original Agreement. The Contract Cities are listed in Exhibit VII.

1.5 "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.

1.6 "County Inmate" means any inmate that is not a City Inmate.

1.7 "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.

1.8 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such inmate is first presented to and accepted by the Jail until the inmate 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.

1.9 "JAG" means the Jail Agreement Administration Group created pursuant to Section 10 of this Agreement.

1.10 "Jail" means a place primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of the Original Agreement, Jail included the King County Correctional Facility, the detention facility at the Regional Justice Center, the North Rehabilitation Facility; and any Community Corrections Facility and/or Program, such as Work Release, Electronic Home Detention, Work Crews, Day Reporting, and Evening Reporting operated by the County directly or pursuant to contract.

1.11 During the Initial Fee Period, "Medical Inmate" means a City Inmate or County 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 or other medical facility that the County may choose to send a Medical Inmate. During the Revised Fee Period, a "Medical Inmate" means a City Inmate or County 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. During both the Initial Fee Period and the Revised Fee Period, if an inmate is moved to the general population then the inmate is no longer considered a Medical Inmate.

1.12 "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.

1.13 "PARP" means the Population Alert and Reduction Plan attached as Exhibit IV.

1.14 During the Initial Fee Period, "Psychiatric Inmate" means a City Inmate or County Inmate clinically determined by the Seattle-King County Department of Public Health, or its successors charged with the same duties, as needing the level of services provided in the Jail's psychiatric housing units or other medical facility that the County may choose to send a Psychiatric Inmate. If an inmate is moved to the general population then the inmate is no longer considered a Psychiatric Inmate. During the Revised Fee Period, "Psychiatric Inmate" means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below:

1.14.1 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.

1.14.2 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.

1.15 "Agreement" means the Interlocal Agreement by and Between King County and the City for Jail Services in 2002 as amended by the Amendment.

1.16 "Amendment" means this Amendment to the Interlocal Agreement by and Between King County and the City for Jail Services in 2002.

1.17 Amendment JAG" means the Amendment Jail Administration Group created pursuant to Section 10.

1.18 "DAJD" means the King County Department of Adult and Juvenile Detention or its successor agency.

1.19 "Extension Cities" means the City and other cities that are signatory to this Amendment or to an agreement in substantially identical form to this Amendment.

1.20 "Extension Period" means the calendar years 2013 through 2016.

1.21 "Non-Extension Cities" means Contract Cities that are not Extension Cities.

1.22 "Extension City Inmate" means a City Inmate that is the responsibility of an Extension City.

1.23 "Initial Fee Period" means the period from the effective date of the Original Agreement until the commencement of the Revised Fee Period.

1.24 "Revised Fee Period" means the period from and after the date the Revised Fees and Charges are first imposed on the City, (which date is June 1, 2010, for the City of Seattle and November 1, 2010 for all other Extension Cities) through the expiration of this Agreement on December 31, 2016 or its earlier termination.

1.25 "Revised Fees and Charges" are the Fees and Charges imposed during the Revised Fee Period as described in Section 3 and Exhibit III.B.

1.26 "Surcharge" means any of the following special charges, defined at Exhibit III.B.3 and further described in AttachmentIII-2: Infirmary Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; 1:1 Guarding Surcharge.

1.27 "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.B.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 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).

1.28 "Original Agreement" means the interlocal agreement for jail services between King County and the City as originally executed between the County and the City effective November 1, 2002. The Contract Cities each signed a separate agreement with the County in form substantially similar to the Original Agreement.

1.29 "WER Charge" is the daily housing charge incurred for City Inmates housed in the Work and Education and Release program as further described in Exhibit III.B.

2. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 4.5 and 11 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. The County shall furnish to City Inmates 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 as expeditiously as possible after the County has received notification of a court order to release.

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

3.1 Booking Fee. The booking fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail. The booking fee shall be as provided in Exhibit III. During the Revised Fee Period, two different booking fees will be available to the City on the terms and conditions described in Exhibit III.B. The effective date of each annual adjustment for booking fee(s) will be January 1st. In both the Initial Fee Period and the Revised Fee Period:

3.1.1. The County will maintain its program of contacting 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 and will result in no maintenance charges if the City Inmate is released to the City within six hours of booking. The parties agree that the issue of providing earlier notice to the Contract Cities of booking of City Inmates shall be immediately referred to JAG for resolution.

3.1.2. The County will maintain its program to notify the City of the status of its inmates in cases where confinement is the result of multiple warrants from two or more jurisdictions. This program will allow the City to take custody of a City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary maintenance charges.

3.2 Maintenance Charge. The maintenance charge shall be assessed for a City Inmate for each Inmate Day. The effective date of each annual adjustment will be January 1st. During the Initial Fee Period, the maintenance charge shall be as provided in Exhibit III.A. Also during the Initial Fee Period, the City will be billed the daily maintenance charge for Medical and Psychiatric Inmates, except as provided for in Section 11.7 of this Agreement. During the Revised Fee Period, the maintenance charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III.B. During the Revised Fee Period, the City may qualify for a WER Charge in lieu of the maintenance charge as described in Exhibit III.B.3.

3.3 Surcharges and Offsite Medical Charges. During the Revised Fee Period, in addition to the booking fee, maintenance charge and WER charge, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III.B.

3.3.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely information of occurrences when a City Inmate is *admitted* to Harborview or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Information 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 information within 2 business days following the day in

which the chargeable event occurs and will make good faith efforts to provide information sooner if practicable. The County will make good faith efforts to try to institute a means to inform the City within 24 hours of the admittance of a City Inmate to Harborview or other offsite medical institution. The County's failure to provide or make available information or develop quicker means to provide information 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.

3.4 Proportional Billing. The parties intend to develop a system of proportional billing which will divide the costs of incarceration between two or more jurisdictions where multiple jurisdictions have a hold on a City Inmate. The parties agree to negotiate, in good faith, in an attempt to develop such a system.

4. Billing and Dispute Resolution Procedures.

4.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, during the Revised Fee Period, 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. This may or may not occur on a monthly basis. Such Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 4.

4.2 Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:

4.2.1 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 rather than 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

4.2.2 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. For disputes involving fees and charges incurred

during the Revised Fee Period or otherwise solely arising under the terms and conditions of the Amendment, the dispute shall be referred to the Amendment JAG. In the event JAG or Amendment JAG, as applicable, is unable to resolve the dispute within 30-days of referral, either party may appeal. All appeals shall be referred to the Chief Executive Officer of the City, or designee, and the County Executive, or designee, for settlement. If not resolved by them within thirty (30) days of the referral, the Chief Executive Officer and the County Executive by mutual written consent may seek arbitration or mediation of the matter. Each party shall pay one-half of the arbitrator's or mediator's fees and expenses. If mutual written consent to apply for the appointment of an arbitrator or mediator is not reached, or the dispute is not resolved through arbitration or mediation, either party may seek court action to decide the dispute. If either party prevails in a court action to enforce any provision of this Agreement, it shall be awarded reasonable attorney's fees to be based on hourly rates for attorneys of comparable experience in the community.

4.3 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.

4.4 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. This provision shall not limit a City's ability to challenge or dispute any billings that have been paid by the City.

4.5 If the City fails to pay a billing within 45-days of receipt, the County will notify the City of its failure to pay and the City shall have ten (10) days to cure non-payment. 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 and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid.

4.6 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.

4.7 Each party many 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 4.2.

5. Term. This Agreement shall commence on November 1, 2002 and shall supersede all previous contracts and agreements between the parties relating to the Jail and jail services. This Agreement shall extend to December 31, 2016.

6. Termination. Either party may initiate a process to terminate this Agreement as follows:

   6.1 Ten-Day Notice of Intent to Terminate. Any party wishing to terminate this Agreement shall issue a written notice of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination notice under Section 6.2 of this Agreement. Upon receipt of the written notice of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take in order to avoid a ninety (90) day termination notice under section 6.2 of this Agreement.

   6.2 Ninety-Day Termination Notice. After the ten (10) day period has run under Section 6.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination notice, as provided in RCW 70.48.090.

7. [Section number reserved].

8. Indemnification.

   8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

   8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

   8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or

in part from the existence or effect of City ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

8.4 The terms of Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.

9. Most Favored Treatment. The County represents and assures the City that no other city or town has or will receive more favored treatment under a contract with the County covering the Jail or jail services. If advantages are provided inmates of another city or town, like advantages shall be extended to City Inmates; and if lower rates are provided in any contract with another city or town, such reduced charges shall be extended to the City under this Agreement. This Section shall not apply to a) temporary service contracts twelve months' or less in duration; provided that such temporary service contracts shall not cause the City to pay more in maintenance charges and booking fees than the City would have paid without such a temporary service contract; b) reciprocal bed use agreements; c) any agreement among the County and any city or town related to additional jail capacity at a new or expanded Jail; and d) any agreements for services among the County and any city or town for additional services not provided for in this Agreement.

Notwithstanding anything in this section to the contrary, the City of Seattle has by separate agreement waived its rights under this section with respect to the date on which the City of Seattle will begin paying rates and charges per the Revised Rates described in Exhibit III.B. Other than the waiver described in the preceding sentence, the parties agree that this Section 9 is otherwise not triggered by execution of the Amendment.

10. Jail Agreement Administration Group (JAG). JAG is hereby established to work together to assure the effective implementation of this Agreement and resolve any Agreement or PARP administration, implementation or interpretation issues including, without limitation, issues related to inmate transportation, alternative and community correction programs, coordination with the courts and law enforcement, mental health, drug and alcohol treatment, Agreement interpretation, any capital expenditure charge or budget included in the maintenance fee, referrals of disputes under Section 4 and issues related to the expedient transfer of City Inmates into or out of alternative facilities within or outside of King County. JAG shall also negotiate any re-opener of the provisions described in Section 7 of this Agreement. JAG shall be initially established by November 1, 2002.

The committee shall be composed of eight persons as follows:

County Executive Representative	(1)
City of Seattle Representative	(1)
City of Bellevue Representative	(1)
Director of the Department of Adult and Juvenile Detention	(1)
Suburban Cities Representatives	(4)

The City of Seattle representative will be appointed by the Mayor of Seattle. The City of Bellevue representative will be appointed by the City Manager. The Suburban Cities Association (SCA) shall select four (4) representatives through a process defined by the SCA. The Mayor of Mayor/Council cities or the City Manager of Council/Manager cities shall appoint the representative of each city selected by the SCA. Notice of the city representatives and any changes thereto shall be provided to the County Executive. The Committee shall meet at least quarterly. A Chair shall be selected from among the members.

For issues arising solely under this Amendment that are otherwise within the same scope of issues that are the purview of the JAG, there is created an Amendment JAG which shall serve the function of the JAG as described herein. The Amendment JAG shall be composed of up to seven persons as follows:

County Executive Representative	(1)
Director of the Department of Adult and Juvenile Detention	(1)
City of Seattle Representative	(1)
Extension City Representatives:	(one per city, not to exceed 4 in total)

The extension cities will determine who their representatives are to the Amendment JAG. The parties agree that Amendment JAG has no authority to make a final decision with regard to any matter related to the Agreement and Amendment. If any Extension City, or the County, is not satisfied with status of a matter after discussion in the Amendment JAG, that party retains all rights to seek further legal redress as provided for the Agreement and Amendment.

11. Jail Capacity. The parties understand that the number of beds available in King County may not meet the demands for those beds in the future. The following items attempt to address the needs of the local criminal justice system for adequate secure bed space and the County's ability to prevent excessive and unmanageable crowding conditions within capacity.

11.1 PARP. The parties agree to make a good-faith effort to cooperatively implement all provisions of the PARP. Additionally, King County agrees to be bound to the Population Alert Notification section of the PARP with the caveat that King County will not be held to the Population Alert Notification section of the PARP in the event of force majeure or computer or telecommunications failure. The parties have also prepared a Table set forth in Exhibit V. This Exhibit represents a good faith effort by the parties to estimate Jail bed demand and supply for the years 2002 through 2005. However, the King County supply scenarios contained in Exhibit V are not binding on the County.

11.2 Capacity for City Inmates. When necessary, King County will double bunk the Regional Justice Center up to 65% to accommodate City Inmates. The parties understand that the County's commitment to double bunk up to 65% at the Regional Justice Center to accommodate City Inmates means that the County will not set a budgetary constraint that will prevent the County from performing under the terms of this Agreement.

11.3 The Contract Cities agree to the following population reduction schedule for the aggregate number of City Inmates.

A) By December 31, 2003, at the time of the Jail's Official Daily Population Count the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 380.

B) By December 31, 2004, at the time of the Jail's Official Daily Population Count, the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 250.

C) By July 1, 2005, at the time of the Jail's Official Daily Population Count, the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 220.

D) By December 31, 2012, at the time of the Jail's Official Daily Population Count, the Contract Cities agree to reduce the aggregate number of City Inmates in the Jail to 0, with the exception that inmates whose status has changed to City Inmate will not be included in the calculation of the aggregate number of City Inmates if the inmate is removed from the Jail within 72-hours of such change in status; provided that this subsection (D) shall not apply to Extension Cities.

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

11.4 The City agrees to be bound by the population reduction schedule listed in Section 11.3. Accordingly, in the event the aggregate City Inmate population:

A) Exceeds 380 on any given day from December 31, 2003, through December 31, 2004; or

B) Exceeds 250 on any given day from December 31, 2004, through June 30, 2005; or

C) Exceeds 220 on any given day from July 1, 2005 to December 31, 2012; or

D) Exceeds 0 on any given day after January 1, 2013, except as provided in Sections 11.3 and 11.5.1;

then the County will have the right to take the actions outlined in Section 11.5.

11.5 The County will notify the Contract Cities by phone or electronic mail, if the Contract Cities have exceeded the population reduction schedule described in Sections 11.3 and

11.4. The County may then decide to continue to house City Inmates in excess of the population reduction schedule listed in Sections 11.3 and 11.4. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4. If the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4, through removal of City Inmates from the Jail, then the County will be obligated to accept new City bookings. The notification required by the first sentence of this Section, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house City Inmates in excess of the population reduction schedule listed in Sections 11.3 and 11.4, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of City Inmates is reduced below the population reduction schedule listed in Sections 11.3 and 11.4.

11.5.1 The Extension Cities are not required to reduce the aggregate number of Extension City Inmates to 0 by December 31, 2012. Rather, the Extension Cities agree to the following:

A) By December 31, 2012, at the time of the Jail's Official Daily Population Count the Extension Cities agree to reduce the aggregate number of Extension City Inmates in the Jail to 330.

B) By December 31, 2014, at the time of the Jail's Official Daily Population Count, the Extension Cities agree to reduce the aggregate number of Extension City Inmates in the Jail to 250.

C) By December 31, 2016, at the time of the Jail's Official Daily Population Count, the Extension Cities agree to reduce the aggregate number of Extension City Inmates in the Jail to 0, with the exception that inmates whose status has changed to City Inmate will not be included in the calculation of the aggregate number of Extension City Inmates if the inmate is removed from the Jail within 72-hours of such change in status.

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

11.5.2 The City agrees to be bound by the population reduction schedule listed in Section 11.5.1. Accordingly, in the event the aggregate Extension City Inmate population:

A) Exceeds 330 on any given day from December 31, 2012, through December 31, 2014; or

B) Exceeds 250 on any given day from January 1, 2015, through December 31, 2016; or

C) Exceeds 0 on any given day after January 1, 2017, except as provided in Section 11.5.1;

then the County will have the right to take the actions outlined in Section 11.5.3.

11.5.3 The County will notify the Extension Cities by phone or electronic mail, if the Extension Cities have exceeded the population reduction schedule described in Sections 11.5.1 and 11.5.2. The County may then decide to continue to house Extension City Inmates in excess of the population reduction schedule listed in Sections 11.5.1 and 11.5.2. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Extension City Inmates is reduced below the population reduction schedule listed in Sections 11.5.1 and 11.5.2. If the aggregate number of Extension City Inmates is reduced below the population reduction schedule listed in Sections 11.5.1 and 11.5.2, through removal of Extension City Inmates from the Jail, then the County will be obligated to accept new City bookings. The notification required by the first sentence of this Section 11.5.3, will be made to the person designated in Section 13.11 of this Agreement, and will inform the City whether the County intends to continue to house Extension City Inmates in excess of the population reduction schedule listed in Sections 11.5.1 and 11.5.2, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Extension City Inmates is reduced below the population reduction schedule listed in Sections 11.5.1 and 11.5.2.

11.5.4 The parties agree to confer not less than quarterly during the Extension Period (2013-2016) to determine in good faith whether any of the beds reserved for Extension City Inmates are not likely to be needed by those cities in the near term and may thus be reassigned to third parties (including, but not limited to the state department of corrections) on a short term basis (30 day minimum). The purpose of this provision is to maximize county revenue recovery without impacting the Extension Cities' ability to access needed beds.

11.5.5 The County will review inmate population information and forecasts periodically during the Extension Period and increase the maximum number of beds available to cities as the County determines is reasonably practicable.

11.5.6 During the extension period Extension Cities can collectively access up to a maximum of 15 Work and Education Release (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 Extension Cities.

11.6 The Jail's capacity limit for Medical Inmates is twenty-six (26). The Jail's capacity limit for Psychiatric Inmates is one hundred fifty one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.11 and 1.14 at the time of the Jail's Official Daily Population Count.

11.7 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 11.6, the County will notify the City by phone or electronic mail. Such notification will be made to the person designated in Section 13.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 11.6, or the County may inform the City that it is willing to continue to house these inmates. During the Initial Fee Period, the premium maintenance day charge in Exhibit III may only be charged when 1) the capacity limit is exceeded, 2) additional staff are assigned and compensated to serve these excess Medical or Psychiatric Inmates, 3) additional medical or psychiatric bed capacity is created, and 4) notice is provided as detailed above in this Section. The premium maintenance day charge is not applicable in the Revised Fee Period.

11.8 County requests under Section 11.7 will be made as follows. The billable City with the most recent City Inmate admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. During the Initial Fee Period, this process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to continue to house these inmates at the premium maintenance day charge as detailed in Exhibit III. During the Revised Fee Period, this process will be repeated until such time as the Medical and Psychiatric populations are reduced to below capacity limits, or the Jail is willing to continue to house these inmates.

11.9 If the County, pursuant to Sections 11.7 and 11.8, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County's request. The City may take custody of its[1] Medical or Psychiatric Inmates by picking them up within 24-hours of the County's request, or by notifying the County, within 24-hours of the County's request, that the City would like the County to deliver the inmates to the City's designated drop-off location or a backup location previously provided to the County[2]. If

[1] Within eight (8)-hours of the County's request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 11 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different City (Substitute City), the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County will deliver the Medical Inmates named in the original notification to the City's designated drop-off location or backup location. The substitution procedures outlined in this footnote will also apply to Psychiatric Inmates.

[2] The City's designated drop off location and backup location must be either a facility in the direct control of the City or a facility that is contractually obligated, consistent with the terms of this Agreement, to act as the City's

the City has not picked-up the Medical or Psychiatric Inmate within 24-hours of the County's request, or the City has requested that the County take the Medical or Psychiatric Inmate to the designated drop-off location or backup location, the County will deliver the Medical or Psychiatric Inmate to the City's designated drop-off location or backup location. In either case, the City's designated drop-off location or backup location must accept delivery from the County, and must be available to do so seven days a week, twenty-four hours a day. In all cases, the County shall provide the receiving entity with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

11.10 The County will transport Medical or Psychiatric Inmates to a designated drop-off location or backup location within King County, Washington without charge. The City will pay all transportation costs for Medical or Psychiatric Inmates taken to a designated drop off location or backup location outside of King County, Washington. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

12. Transfer of Property. The parties agree that prior to July 1, 2004 the County will convey, pursuant to the terms of the Land Transfer Agreement attached as Exhibit VI, to the City of Bellevue, Washington, to hold on behalf of all Contract Cities, as third party beneficiaries, certain real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E., Bellevue, Washington (Property). The Contract Cities may at their sole discretion enter into an agreement with other King County cities for the purpose of providing for the disposition of the Property. The Property will be used to contribute to the cost of building secure capacity, or contracting for secure capacity, and, at the sole discretion of the Contract Cities, building or contracting for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of this Agreement. The parties understand that the Property may be sold or traded and the proceeds and/or land acquired from such sale or trade used for the purposes detailed in the preceding sentence. The parties further agree that in the event the cities do not build secure capacity, or contract for secure capacity, and, at the sole discretion of the Contract Cities build or contract for alternative corrections facilities, sufficient to enable the Contract Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of this Agreement the City of Bellevue shall transfer title to the Property back to the County if such Property has not been sold; or if such Property has been sold, pay the County an amount equal to the net sale price of the Property, plus investment interest earned; or if the Property has been traded, pay the County the appraised value of the Property at the time of the trade, as determined by an MIA appraiser selected by mutual agreement of King County and the City of Bellevue, plus investment interest earned. This section shall survive any termination of this Agreement prior to December 31, 2016.

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designated drop-off location or backup location. The City may change their designated drop off location or backup location by notifying the County, in writing, of the change.

12.1 The deadline of December 31, 2012, in the paragraph above is extended to December 31, 2016 for Extension Cities only. As of the date of this Amendment, the Property has been sold and the proceeds (the "Property Proceeds") distributed to cities per the allocation in Exhibit VIII, attached.

12.2 The County waives any right it may have otherwise asserted, under this Amendment or the Original Agreement or the Land Transfer Agreement between Bellevue and the County, to seek recovery of Property Proceeds from any City to which Property Proceeds have been allocated that has in good faith expended the Property Proceeds for the purposes prescribed in this Section. Except as otherwise expressly provided below, in the event any City receiving Property Proceeds expends such proceeds for purposes inconsistent with this Section, the County shall only seek to recover those misspent Property Proceeds.

12.3 With respect to Property Proceeds allocated to the City that remain unexpended as of December 31, 2016:

12.3.1 If the City has removed all its Inmates from the County jail facilities by January 1, 2017, the County waives the right to recover Property Proceeds remaining unexpended as of December 31, 2016, unless such Property Proceeds are later spent for purposes inconsistent with the purposes prescribed in Section 12.

12.3.2 If the City fails to remove its inmates from County jail facilities by January 1, 2017, in addition to other rights and remedies it may have, the County may seek recovery of those Property Proceeds allocated to the City, which were unexpended as of December 31, 2016.

12.4 The parties agree that nothing in any provision of this Agreement shall be interpreted to allow the Extension Cities to use the proceeds from the sale of the Property to subsidize any payments owed to the County under the terms of the Agreement or Amendment. The parties further agree that the intent of this Section 12 is to provide financial assistance to cities to contribute to the cost of building secure capacity, or contracting for secure capacity, and, at the sole discretion of the Extension Cities, building or contracting for alternative corrections facilities, sufficient to enable the Extension Cities to meet the final step (occurring on December 31, 2016) of the population reduction schedule as detailed in Section 11.5.2 of this Agreement.

12.5 The parties agree that, for the purposes of this Section 12, "alternative corrections facilities" means facilities in which work release, electronic home detention, work crews, day reporting, evening reporting or other community programs are operated by the Contract Cities or Extension Cities. This definition of "alternative corrections facilities" is not intended to alter in any way the definition of "Jail" found in section 1.10 of the Agreement.

13. General Provisions.

13.1 Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer inmates to alternative detention facilities in order to respond to jail overcrowding, and to comply with a final order of a federal court or a state court of record for the care and treatment of inmates.

13.2 Grants. Both parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of inmates, and the reduction of costs of operating and maintaining Jail facilities.

13.3 [Section number reserved].

13.4 Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

13.5 Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

13.6 Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:

Exhibit I	Method of Determining Billable Charge and Agency
Exhibit II	Exception to Billing Procedure
Exhibit III	Maintenance Charge, Premium Maintenance Charge, Booking Fee, Surcharges and Offsite Medical Charges
Exhibit IV	Population Alert and Reduction Plan
Exhibit V	Comparison of Estimated King County Jail Bed Demand and Supply 2002 to 2005 Table
Exhibit VI	Land Transfer Agreement
Exhibit VII	List of Cities
Exhibit VIII	Distribution of Property Proceeds
Exhibit IX	2008 City Average Daily Population

13.7 Not Binding on Future Agreements. This Agreement does not bind the parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.

13.8 Entire Agreement. This Agreement as amended represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

13.9 Modifications. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties hereto.

13.10 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

13.11 Notices. Except as otherwise provided in this Agreement, any notice required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City:

City Manager
City of Kirkland
123 - 5th Avenue
Kirkland, WA 98033

For the County:

Director
King County Department of Adult and Juvenile Detention
500 5th Avenue
Seattle, WA 98104

13.12 [Section number reserved].

13.13 Council Approval. The parties' obligations under this Agreement are subject to official City or County Council approval.

13.14 Information. The parties further agree to share data and information for the purpose of assisting the Contract Cities in the planning and construction of secure capacity, contracting for secure capacity or alternative correction facilities.

14. Terms to Implement Amendment.

14.1. Amendment Offered and Minimum ADP Required. The County will offer this Amendment to the cities listed in Exhibit VII. Such offer is open to those cities until May 1, 2010 or such later date as may be approved by King County. The County's offer is a conditional offer that may be withdrawn if the Amendment is not executed on or prior to May 1, 2010 by cities which in 2008 cumulatively housed not less than 70% of the total 2008 Cities Average Daily Population (ADP) (a 2008 ADP of 199.49) in the

County jail system. 2008 ADP for each Contract City, to be used to determine the total ADP of cities executing this amendment, is set forth in Exhibit IX.

14.2. Effective Date. The effective date of this Amendment is May 1, 2010.

14.3. Latecomers. Any Contract City not party to this Amendment which seeks jail services from the County during the period from January 1, 2012 through December 31, 2016 must reach agreement as to the terms of such "latecomer contract" through negotiation with the County, and any latecomer contract as so negotiated shall be subject to the concurrence (meaning a statement of willingness to allow the County and the city to enter into such contract) of all Extension Cities. In recognition of the risks assumed and costs incurred by both the County and the Extension Cities as a result of entering into this Amendment, any such latecomer contract will include a latecomers charge as further defined below.

14.3.1 Except as provided in Section 3.2 below, the latecomers charge shall equal 400% of the cumulative increase in surcharge revenue that the County *would have received from the latecomer city* had that city signed this Amendment effective May 1, 2010, based on the latecomer city's *actual jail usage under the Original Agreement* over the period from November 1, 2010 through December 31, 2012 or the date the latecomer agreement takes effect, whichever is earlier. The calculation of the latecomers charge shall thus *exclude* consideration of booking fee, maintenance charge and WER charge revenues that would have been incurred, but shall *include* all other services provided by the County that would have resulted in imposition of surcharges to the latecomer city had the latecomer city signed this Amendment effective May 1, 2010 (e.g., Infirmary Care Surcharge, Acute Psychiatric Care Surcharge, Non-Acute Psychiatric Care Surcharge, and 1:1 Guarding Surcharge). *In addition*, any Offsite Medical Charges that were incurred by the County on behalf of the latecomer city after May 1, 2010, will be added to the latecomer penalty but shall not be subject to the 400% multiplier.

14.3.2 Notwithstanding the foregoing, the latecomer charge will be 250% of the cumulative surcharge revenue increase calculated per Section 3.1 above if the Extension Cities signatory to this Amendment together represent not less than 75% of the 2008 Cities Average Daily Population (ADP) (a 2008 ADP of 213.74). 2008 ADP for each Contract City, to be used to determine the whether this lower 250% fee increase is applicable, is set forth at Exhibit IX. In addition, any Offsite Medical Charges that were incurred by the County on behalf of the latecomer city after May 1, 2010, will be added to the latecomer penalty but shall not be subject to the 250% multiplier.

14.3.3 The latecomer charge will be budgeted as DAJD revenue and applied to reduce costs on a one-time basis for the County and all Extension Cities. Proceeds of the latecomer charge will be allocated between the County and the Extension Cities based on the ratio of County responsible inmate ADP to the Extension Cities aggregate responsible inmate ADP for the immediately preceding calendar

year, with each Extension City receiving a pro rata share of the total Extension Cities allocation based on its ADP for the immediately preceding calendar year.

14.4. City Efforts Towards Additional/Future Detention Capacity. The City confirms that it is engaged in planning to finance and construct or otherwise secure additional jail capacity to be available to the City, or to the City and other parties, by the end of the term of this Agreement. Also, if the City had an Average Daily Population of 2 or more in 2008 at King County facilities, the City has entered or will enter into a contract or contracts with third parties for jail bed capacity for City misdemeanor offenders, or will add capacity to its own jail facilities, in order to supplement the jail bed capacity available to the City for the entire term of this Agreement.

14.5. Filing. As provided by RCW 39.34.040, this Amendment shall be filed with the King County Department of Records and Elections.

14.6. Council Approval. The parties' obligations under this Amendment are subject to official City and City Council approval of the Amendment.

14.7. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Amendment or transfer or assign any claim arising pursuant to this Amendment.

14.8. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

14.9. No-Third Party Beneficiaries. There are no third-party beneficiaries to this Amendment. No person or entity other than a party to this Amendment shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Amendment.

14.10. Execution in Counterparts. This Amendment and any amendments thereto, shall be executed on behalf of each Party by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. The Amendment may be executed in any

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number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

King County

Dow Constantine
King County Executive

Date

Approved as to Form:

King County
Deputy Prosecuting Attorney

5/18/10
Date

City of Kirkland

By:
City Manager

5/6/10
Date

Approved as to Form:

Robin Jenkinson, City Attorney

3/29/10
Date

EXHIBIT I
Method of Determining Billable Charge and Agency

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

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 or investigation of felony charge. If there are more than one, go to Rule 2. If there are no felony or investigation of felony charges, proceed to Rule 3.

2. Select the charge with charge status other than Federal or Immigration. If there are no other charge statuses, determine if the charge is Federal or Immigration and bill accordingly.

3. Select the only misdemeanor charge. If there are more than one, continue to Rule 4.

4. Select the sentenced charge. Find the agency with the longest sentence. If there are no sentenced charges, go to Rule 6.

5. If there is no longest sentence, or if all are sentences of equal length, select the charge with the earliest sentence date.

6. Select the charge for the arresting agency. If there is no arresting agency or charges, select the earliest charge entered and set the billable agency of that charge.

7. If there are no sentenced charges, and if the arresting agency has no charge, then find the agency having the highest total accumulated bail amount and select the first charge entered for that agency.

8. If bail is equal among jurisdictions and no charges are sentenced, or if all charges are sentences of equal length, select the charge having the earliest charge number.

EXHIBIT II
Exception to Billing Procedure between King County and Cities Signing the Agreement for Jail Services

For persons serving the one and two day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, inmate day shall not be defined according to Section 1.8 of the Agreement. Instead, inmate 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 inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/90 0700	Released 7/3/90 0700
	Number of inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/90 0700	Temporary Release 7/2/90 0700
	Return to Jail 7/8/90 0700 Number of Inmate days = 2	Released 7/9/90 0700

The Department of Adult and Juvenile Detention will apply this definition of inmate day to the City's direct DUI one and two-day inmates 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 and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Maintenance Charge, Premium Maintenance Charge, Booking Fee, Surcharges and Offsite Medical Care Charges

A. INITIAL FEE PERIOD

1. MAINTENANCE CHARGE.

The maintenance charge for 2002 is $77.37. For each calendar year (or partial year) thereafter during the Initial Fee Period the maintenance charge will be increased by 5.8 percent.

In addition to the 5.8 percent increase, King County will increase the maintenance charge to capture the cost of Capital Expenditures. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail operations. Capital Expenditures include the Integrated Security Project (ISP) and the Courthouse Seismic Stabilization Project (CSSP). Additional Capital Expenditures will be included in the maintenance charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City.

Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of inmate days. DAJD will estimate the total number of inmate days for a given year. By April 30th of the following year DAJD will reconcile this capital expenditure number and adjust the City's next billing accordingly.

The County shall provide its 6-year CIP and its 6-year major maintenance plan to the City on an annual basis. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be referred to JAG as described in Section 4 of this Agreement. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements. King County will provide the City with a sample calculation of the maintenance charge for the years 2002-2005, which will include a rough estimate of Capital Expenditures.

Capital Expenditure charges shall begin, if debt financed, when debt service payments begin for the permanent financing of the Capital Expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the cities will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

2. PREMIUM MAINTENANCE CHARGE.

The premium maintenance charge for 2002 for Medical and Psychiatric Inmates is $205.35 and may only be charged consistent with the conditions in Section 11.7 of the Agreement. For each calendar year (or partial year) thereafter during the Initial Fee Period, the premium maintenance charge will be increased by 5.8 percent.

3. BOOKING FEE.

The booking charge for 2002 is $148.78. For each calendar year (or partial year) thereafter during the Initial Fee Period the booking charge will be increased by 5.8 percent.

B. REVISED FEE PERIOD

During the Revised Fee Period, the City shall pay the fees, charges, surcharges and Offsite Medical Charges with such annual adjustments for inflation or other re-sets as described below.

1. MAINTENANCE CHARGE

a. The maintenance charge starting November 1, 2010 and for the remainder of the calendar year 2010, excluding any adjustments for Capital Expenditure Charges, will be **$105.93**. The maintenance charge shall be annually adjusted as described in Subsection 5 below.

b. In lieu of the maintenance charge, the City will be charged a Work and Education Release (WER) Charge for each Inmate Day in which a City Inmate is in the WER program. Starting November 1, 2010 and for the remainder of the calendar year 2010, excluding any adjustments for Capital Expenditure Charges, the WER Charge will be **$78.58.** The WER Charge shall be annually adjusted as described in Subsection 5 below.

i. There are a limited number of WER beds available to cities. The Contract Cities and Extension Cities may collectively access up to 15 WER beds. The availability of these beds to Cities is further subject to availability on a first-come, first-serve basis: these beds will not be held in reserve for cities and no more than 15 WER beds will be made available for all Contract Cities and Extension Cities Inmates at any time.

ii. A City responsible for an Inmate admitted directly to WER will continue to be charged a booking fee for that Inmate,

c. During the Revised Fee Period, in addition to the annual adjustments to the maintenance charge and WER charge described above, King County will increase the maintenance charge and WER charge to capture the cost of Capital Expenditures in a manner consistent with that provided for the Initial Fee Period as restated in this subparagraph (c) and subsections (i) – (iii) below. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail operations. Capital Expenditures include the Integrated Security Project (ISP) and the Courthouse Seismic Stabilization Project (CSSP). Additional Capital Expenditures will be included in the maintenance charge and WER charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City.

i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of inmate days. DAJD will estimate the total number of inmate days for a given year. By April 30th of the following year DAJD will reconcile this capital expenditure number and adjust the City's next billing accordingly.

ii. The County shall provide its 6-year CIP and its 6-year major maintenance plan to the City on an annual basis. The County will provide a detailed line item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be referred to the Amendment JAG as described in Section 4 of this Agreement. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.

iii. Capital Expenditure charges shall begin, if debt financed, when debt service payments begin for the permanent financing of the Capital Expenditure and shall continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the cities will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

2. BOOKING FEES

a. The booking fee in the Revised Fee Period shall be based on whether or not the Extension City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting November 1 2010 and for the remainder of the calendar year 2010 will be initially set as follows, as illustrated in **Exhibit III-1**:

i. The **Reduced Booking Fee** shall be **$288.93**. This is the booking fee payable by Extension Cities that are not using the County's PR screeners.

ii. The **Standard Booking Fee** shall be **$341.82**. This is the booking fee payable by Extension Cities using the County's PR screeners.

b. Extension Cities with a court order on file as of September 1, 2009, confirming that the City and not the County will have authorization to provide PR screening for City inmates, will be qualified for the Reduced Booking Fee in 2010 from and after the beginning of the Revised Fee Period. To qualify for the Reduced Booking Fee in subsequent years, the City must either provide a court order not later than July 1 of the preceding calendar year confirming the City's responsibility for PR screening, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Reduced Booking Fee. Notwithstanding the foregoing, the City of Seattle qualifies for the Reduced Booking Fee and shall remain so qualified unless and until the County is provided with a Court order to the contrary.

3. SURCHARGES

In addition to payment of the maintenance charge or WER Charge and the booking fee, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in **Attachment III-2**.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the commencement of the Revised Fee Period through December 31, 2010 and shall thereafter be annually adjusted as described in Section 5 below.

a. **Infirmary Care**. For Medical Inmates, the City shall pay an Infirmary Care Surcharge of **$160.89** for each Surcharge Day.

b. **Non-Acute Psychiatric Care**. For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **$65.90** for each Surcharge Day.

c. **Acute Psychiatric Care**. For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **$220.54** (which is the sum of the Psychiatric Care Surcharge plus the Acute Psychiatric Housing Surcharge) for each Surcharge Day.

i. The **Acute Psychiatric Housing Surcharge** for each Surcharge Day shall be **$154.64**.

ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **$65.90** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **$220.54**.

d. **1:1 Guarding Surcharge**. The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **$54.95** per guard *for each hour* or portion thereof, and as further described in Attachment III-2.

e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of 1 charge may be imposed within the 24-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same 24 hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the 24-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the maintenance charge or WER Charge, the booking fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES AND CHARGES.

a. All fees and charges, excluding Offsite Medical Care Charges and the Capital Expenditure Charge components of the maintenance charge and WER Charge, shall be annually inflated by the percentage rates described below, effective January 1 of each calendar year starting January 1,

2011, in order to determine the final rates and charges for said calendar year, subject further to re-set of the underlying "base rates" periodically as described in subsection 5.b below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of 5% (except for calculations requiring inflation of 2009 costs for purposes of determining 2010 costs, 2009 non-medical costs shall be subject to an annual inflator of 3%):

i. Maintenance Charge
ii. WER Charge
iii. Reduced Booking Fee and Standard Booking Fee
iv. Acute Psychiatric Housing Surcharge
v. 1:1 Guarding

Medical Charges: the following fees and charges are subject to an annual inflator of 6.5% (except for calculations requiring inflation of 2009 costs for purposes of determining 2010 costs, 2009 medical costs shall be subject to an annual inflator of 5%):

i. Infirmary Care Surcharge
ii. Psychiatric Care Surcharge

b. Exhibit III-1 shows the allocation of 2007 **Actual Jail Costs** to derive the 2007 fees and charges. As indicated on Exhibit III-1, these 2007 fees and charges were then inflated as described in subsection 5.a above in order to calculate the fees and charges applicable in 2010 as set forth above in Sections B.1, Maintenance Charge, B. 2, Booking Fees, B.3, Surcharges, and B.4, Offsite Medical Care Charges (*excluding the Capital Expenditure Charge which will be a periodically adjusted component added to the maintenance charge and WER Charge*).

Fees and charges payable by the City shall be re-calculated each year based on Actual Jail Costs periodically recalculated, using the same allocation methodology as illustrated in Exhibit III-1, and applying the inflators described in subsection 5.a, as follows (*excluding the Capital Expenditure Charge which will be a periodically adjusted component added to the maintenance charge and WER Charge*):

i. Fees and Charges in 2011 shall be based on **Actual Jail Costs** for 2009, inflated per subsection 5.a above. Thus, the 2009 Actual Jail Costs will be used to derive the set of 2009 base charges and fees in a manner consistent with the calculations in Exhibit III-1. These charges and fees will be inflated by the 2009 inflators (3% for non-medical fees and charges, 5% for medical charges) described in subsection 5.a above to derive the 2010 charges and fees, and then these charges and fees will be inflated again at the rates described in subsection 5.a (5% for non-medical fees and charges, 6.5% for medical charges) to determine the 2011 fees and charges.

ii. Fees and Charges in 2012 shall be determined by inflating the 2011 charges and fees by the inflators described in subsection 5.a above (5% for non-medical fees and charges, 6.5% for medical charges).

iii Fees and Charges in 2013 shall be based on **Actual Jail Costs** for 2011, inflated per subsection 5.a above (e.g., the 2011 Actual Jail Costs will be used to derive the set of 2011 base charges and fees in a manner consistent with the calculations in Exhibit III-1; these charges and fees shall be inflated by 5%, or 6.5% , per paragraph a above, to derive the 2012 charges and fees, and those

charges and fees will be inflated again by 5% or 6.5% (per subsection 5.a) to determine the 2013 fees and charges).

iv. Fees and Charges in 2014 shall be determined by inflating the 2013 charges and fees by the inflators described in subsection 5.a above.

v. Fees and Charges in 2015 shall be based on **Actual Jail Costs** for 2013, inflated per subsection 5.a above (e.g., the 2013 Actual Jail Costs will be used to derive the set of 2013 base charges and fees in a manner consistent with the calculations in Exhibit III-1; these charges and fees shall be inflated by 5% or 6.5% per subsection 5.a above, to derive the 2014 charges and fees, and those charges and fees will be inflated by 5% or 6.5% per subsection 5.a above to determine the 2015 fees and charges).

vi. Fees and Charges in 2016 shall be determined by inflating the 2015 charges and fees by the inflators described in subsection 5.a above.

Actual Jail Costs means the direct and indirect costs related to operating the Jail, including without limitation health services, as determined by the County's budget reconciliation completed after the end of each calendar/budget year.

Exhibit III-1
Illustration of Fee and Charge Calculations

MAINTENANCE (DAILY) CHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 maintenance charge is shown below.

PART I: CALCUATION OF THE MAINTENANCE (DAILY) CHARGE

	Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below. The Original Agreement calculation is provided for comparison purposes.	2002 Original Agreement Methodology (Based on 2002 Budget)	Amendment Methodology (Based on 2007 Actual Jail Costs)
1	Total Department of Adult and Juvenile Detention	$115,507,372	$114,398,899
2	Add Actual Final 2007 Arbitration Award		1,432,817
3	Remove 70% of court detail		(4,830,537)
4	Plus County Admin for Detention	702,807	4,100,246
5	Less Juvenile Detention and Associated DAJD Admin	(15,068,957)	(17,273,250)
6	Less CCD Division and Associated DAJD Admin		(6,641,979)
7a	Less WER Cost Recovery for 2002 Methodology	(906,882)	
7b	Less WER Secure Detention Costs in 2007 included in new WER rate		(1,330,141)
8	Less 1:1 Guarding Detention		(2,022,057)
9	Less Psych Housing DAJD		(2,625,926)
10	Less Booking Costs - Detention ONLY	(8,778,276)	(11,301,708)
	SUBTOTAL DETENTION COSTS for Daily Maintenance	91,456,064	73,906,365
11	Total Jail Health Services (JHS) Costs		23,490,898
11a	Less Off Site Medical		(97,589)
11b	Less Psych Services JHS		(2,861,074)
11c	Less Infirmary JHS		(1,432,936)
11d	Less Booking Costs - JHS ONLY		(2,360,928)
11e	SUBTOTAL JAIL HEALTH COSTS for Daily Maintenance Charge	-	16,738,371
12	SUBTOTAL DAJD plus JHS for Daily Maint. Only	91,456,064	90,644,736

13	2002 contract Adjustment - not applicable to 2007	853,678	
14	Less DAJD Cost Recoveries		
14a	SMC Transport	(95,239)	(180,050)
14b	Bullet Proof Vests Reimbursement		(14,455)
14c	Medical Reimbursement	(15,000)	(19,695)
14d	SSI Incentive	(130,000)	(159,800)
14e	Inmate Welfare Transfer	(1,110,616)	(411,098)
14f	Home Detention	(168,138)	
14g	Involuntary Treatment	(173,248)	
14h	Commissary	(6,000)	
14i	Debitek Card	(33,463)	
14j	Miscellaneous	(25,000)	
14k	Subtotal DAJD Cost Recoveries	(1,756,704)	(785,098)
15	NET Maintenance Costs	90,553,038	89,859,638
16	Number of Total Maintenance Days	1,170,392	963,276
17	Cost per General Maintenance Day PRIOR to Capital Expenditure Surcharge	77.37	
	5.8% Increase 2003	81.86	
	2004	86.61	
	2005	91.63	
	2006	96.94	
	2007	102.57	$93.29

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	97.95
5% Increase 2009	102.85
3% Increase to 2010	**$105.93**

NOTES:

1 The Original Agreement calculation is based on the DAJD Budget in Essbase (the budget system) and includes 15,600,000 of Jail Health Transfer to Public Health. The Revised Fee Period calculation is based on 14th month ARMS reports (the accounting system which reports actual expenditures).

2 Actual 2007 Retro Payment for Guild Arbitration Award

3 In the Revised Fee Period, 70% of Court Detail costs are attributed directly to Superior Court, therefore not accessible to the cities and are removed from calculation.

4	In the Original Agreement 100% of County Admin for Personnel, F/A Mgmt, Mail, State Auditor, and Budget were included in the general maintenance rate. In the Revised Fee Period, County Admin for the same services are included. In addition, County Admin in the Revised Fee Period includes $3.13mm of Major Maintenance. This amount is the 2007 County adopted contribution from DAJD to the Major Maintenance Reserve Fund for the KCCF and MRJC facilities. It represents the annualized amount necessary to fund major maintenance projects at these two facilities on a rolling 20 year basis- in effect a "depreciation payment," applicable for each year of use/wear & tear. As of 2009, approximately 87% of the twenty year planned total cost is scheduled to be expended on projects completed before 2014.
5	Remove Juvenile Detention Division low orgs (cost centers) and associated DAJD Admin.
6	Remove Community Corrections Division (CCD) low orgs (cost centers) and associated DAJD admin.
7a	In the Original Agreement, WER was included in the daily Maintenance Charge, and therefore, the cost recoveries were removed.
7b	In the Revised Fee Period, WER is a standalone rate therefore all CCD costs associated with WER including the cost recoveries were removed in line 6. This line represents the removal of the costs from the detention operation that is used to support WER and are now included in the standalone WER Charge.
8	In the Revised Fee Period, a new surcharge for 1:1 guarding is established.
9	In the Revised Fee Period, a new surcharge charge for services associated with housing the acute psych inmates is established and these costs are removed from the maintenance charge.
10	Removal of all detention costs associated with Booking.
11 - 11 e	In the Revised Fee Period, all jail health services actual direct expenditures for: Offsite Medical Care, Psychiatric Care for Acute- and Non-Acute Psychiatric Inmates, Infirmary Care, and intake health screening are removed from the calculation of the maintenance charge and are instead established as separate surcharges or components of separate charges. All overhead and other remaining direct Jail Health Services costs are included in the jail health portion of the maintenance charge.
13	The Original Agreement included an adjustment to bring budget to actuals.
14a - 14k	Home Detention Costs are removed in the CCD costs on line 6. Involuntary Treatment and Debitek Card which were revenues in the Original Agreement are no longer revenues in the Revised Fee Period. Commissary is included in the inmate welfare fund.
16	Calculation of total Maintenance days in 2007 is a weighted average of Secure and WER days based on the allocation of percentage of actual costs.

17 Cost per General Maintenance Day is PRIOR to the additional cost per the Original Agreement for capital expenditure charges and debt service of seismic retrofit and ISP and any other Capital Expenditure charge. Total Amendment Daily Maintenance Charge for 2010 is 105.93 plus Capital Expenditure Surcharge. As of September 2009, the only project being charged is the Seismic Retrofit of approximately 60 cents, and it is anticipated that ISP will be chargeable per the current contract sometime during 2009. The 2010 maintenance charge will be adjusted to reflect changes in the capital expenditure charge as per Exhibit III.A.1 when the debt service payments for chargeable capital expenditures begin.

WORK EDUCATION RELEASE (WER) (DAILY) CHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the rate imposed in 2010 is shown below.

PART I: CALCUATION OF THE WER (DAILY) CHARGE

	Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
1	Direct Detention Staffing Costs	$1,172,024
2	Add Actual Final 2007 Arbitration Award	19,849.13
3	County and DAJD Admin	138,267.68
5	Subtotal Direct Detention	1,330,140.91
6	Work Release in Community Corrections	1,061,771.21
7	County, DAJD, and CCD Admin	392,648.94
8	Less WER Revenue	(683,650.00)
9	Subtotal CCD WER	770,770.15
10	Subtotal Detention and CCD Costs	2,100,911.06
11	Detention Support Services	1,631,064.33
12	Total WER (Daily) Costs	3,731,975.39
13	Number of Total WER Maintenance Days	53,929
14	WER Cost/Day	69.20

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	72.66
5% Increase 2009	76.29
3% Increase to 2010	**$ 78.58**

NOTES:

1 Detention costs include staffing for 2 posts, plus shift relief, meal delivery, etc.

2 Actual 2007 Retro Payment for Guild Arbitration Award.

6 Community Corrections costs are for case managers, and administrative staff in WER.

8 WER inmate payments for room and food charges are backed out of the total costs.

11 Additional services used to support WER include food preparation and food costs, janitorial costs, utilities, supplies, command management, etc. Costs are added proportionately including overhead charges.

14 Cost per WER is PRIOR to the additional cost per the Original Agreement for capital expenditure charges and debt service of seismic retrofit and ISP and any other Capital Expenditure charge. Total WER Charge for 2010 is $78.58 plus Capital Expenditure Surcharge. As of September 2009, the only project being charged is the Seismic Retrofit of approximately 60 cents, and it is anticipated that ISP will be chargeable per the current contract sometime during 2009. The 2010 maintenance charge will be adjusted to reflect changes in the capital expenditure charge as per Exhibit III.A.1 when the debt service payments for chargeable capital expenditures begin.

BOOKING FEE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 booking fee is shown below.

PART I: CALCUATION OF THE BOOKING FEE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below. The Original Agreement calculation is provided for comparison purposes.

The Reduced Booking Fee is for cities that do not use County PR Screeners.
The Standard Booking Fee is for cities that use County PR Screeners.

		2002 Original Agreement Methodology (Based on 2002 Budget)	Amendment Methodology (Based on 2007 Actual Jail Costs)	**Reduced Booking Fee**	**Standard Booking Fee** *(Amount Added to the Reduced Booking Fee to sum to the Standard Booking Fee)*
1	Total Detention Booking Costs	$ 9,037,412	$ 9,958,249	$ 9,958,249	
1a	Add Actual Final 2007 Arbitration Award	-	168,651	168,651	
2	Less Intake Adj to Actuals	(259,136)	-	-	
3	Plus PR Screeners and associated Overhead		2,253,961		$ 2,253,961
4	Plus Jail Health Intake Services		2,360,928	2,360,928	
			1,174,809	1,174,809	
5	Plus County and DAJD Overhead	8,778,276	15,916,598	13,662,636	2,253,961
6	Bookings	59,000	53,700	53,700	48,395
	Per Booking Fee				
	2002	148.78			
	5.8% Increase 2003	157.41			
	2004	166.53			
	2005	176.18			
	2006	186.42			
	2007	197.23	296.40	254.43	46.57

Reduced Booking Fee 2007	$254.43	
Total Standard Booking Fee, 2007 (254.43 + 46.57)		$301.00

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	267.15	48.90
5% Increase 2009	280.51	51.35
3% Increase to 2010	**$288.93**	52.89
		$341.82

NOTES:

1 In the Original Agreement PR Screeners, all Administrative and County overhead, and Jail Intake Screening were included in the maintenance charge. The Original Agreement calculation of the booking fee is based on the DAJD Budget in Essbase (the budget system) and does not include all Administrative and County overhead, and Jail Intake Screening; In the Revised Fee Period, the booking fee is based on actual Jail costs and does include all associated Administrative and County overhead.

1a Actual 2007 Retro Payment for Guild Arbitration Award.

2 The Original Agreement included an adjustment to bring budget to actuals.

3 In the Original Agreement PR Screeners were included within the daily maintenance rate. In the Revised Fee Period those costs are now separated as part of the booking fee. These costs are charged to those cities who have chosen to use the County's PR Screeners. A Reduced Booking Fee will be available to cities that do not use County PR screeners. Offering this new lower rate to cities results in an increase in the Standard Booking Fee available to other cities. Cities with a court order on file as of September 1, 2009, confirming that the City and not the County will have authorization to provide PR screening for City inmates will be qualified for the reduced PR booking rate in 2010. To qualify for the reduced booking fee in subsequent years, a City must either provide a court order not later than July 1 of the preceding calendar year confirming the City's responsibility for PR screening, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the reduced PR booking rate (NOTE: Seattle qualifies for the lower booking rate unless County is provided court order to the contrary).

4 Jail intake health screening costs were not separated out from other jail health costs in the Original Agreement. In the Revised Fee Period, jail intake health screening costs are included in the booking fee, and removed from basic jail health (line 11d on the general maintenance day comparison sheet).

5 County and DAJD admin was charged 100% within the maintenance charge in the Original Agreement. In the Revised Fee Period, overhead is allocated based on proportionate share of the actual expenditures including allocating costs to the booking charge.

6 In the Original Agreement the Total Estimated Bookings were used as the divisor. In the Revised Fee Period, total actual Bookings are used to calculate the Reduced Booking fee, and Total Bookings less Seattle (or the total number of bookings for cities which are NOT using King County PR Screeners) is used as the divisor for the PR Screener Cost element only.

INFIRMARY (Daily) SURCHARGE (Jail Health Services)

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 infirmary surcharge is shown below.

PART I: CALCUATION OF THE INFIRMARY (DAILY) SURCHARGE (Jail Health Services)

	Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
	Infirmary Surcharge	
1	JHS Infirmary Staffing Costs	$1,148,866
2	JHS Infirmary Non-Staffing Costs	$284,070
3	Total JHS Infirmary Costs	$1,432,936
4	Number of total maintenance days for the Infirmary (Location: Infirmary or successor location)	29.06
5	JHS Infirmary Fee per inmate/day	$135.09

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

6.5% Increase 2008	143.88
6.5% Increase 2009	153.23
5% Increase to 2010	**$160.89**

NOTES:

1 Actual 2007 wage and benefit costs for JHS staff who provided services to inmates in the Infirmary. Costs are allocated to the Infirmary Surcharge based upon the number of shifts scheduled in the Infirmary as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the Amendment rate was in place in September, 2008 (at the time the cost model was updated).

2 Actual 2007 costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for inmates in the Infirmary.

3 Ties to 11c of the General Maintenance Daily Charge.

4 Actual Maintenance Days for Infirmary Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - Infirmary - Total ADM. *See* 2007 Report attached to this Exhibit (Attachment III-1).

PSYCHIATRIC CARE SURCHARGE (Jail Health Services)

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 Psychiatric Care Surcharge is shown below.

PART I: CALCULATION OF THE PSYCHIATRIC CARE (DAILY) SURCHARGE (JHS)

	Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
1	JHS Psychiatric Care Staffing Costs	$2,516,990
2	JHS Psychiatric Care Non-Staffing Costs	344,084
3	Total JHS Psychiatric Care Costs	2,861,074
4	Number of total maintenance days for Inmates receiving Psychiatric Care Services	141.67
5	JHS Psychiatric Care Fee per inmate/day	$55.33

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

6.5% Increase 2008	58.93
6.5% Increase 2009	62.76
5% Increase to 2010	**$65.90**

NOTES:

1 Actual 2007 wage and benefit costs for JHS staff who provided services to the Acute and Non-Acute Psychiatric Housing units. Costs are allocated to the Psych Care Surcharge based upon the number of shifts scheduled in psych housing units as a percentage of all JHS shifts scheduled in the jails. Scheduled shifts are based upon the most current staffing model designed and flexed to meet the needs of a changing population. The staffing model used for calculation of the Amendment rate was in place in September, 2008 (at the time the cost model was updated).

2 Actual 2007 costs for pharmaceuticals and medical supplies for inmates in Acute and Non-Acute Psychiatric housing.

3 Ties to 11b of the General Maintenance Daily Charge.

4 Actual Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - (Acute Psych - Total ADM PLUS Non-Acute Psych - Total ADM). *See* 2007 Report attached to this Exhibit (Attachment III-1).

ACUTE PSYCHIATRIC HOUSING (Daily) SURCHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 acute psychiatric housing component of the 2010 acute psychiatric surcharge is shown below.

PART I: CALCUATION OF THE ACUTE PSYCH HOUSING (DAILY) COMPONENT OF THE ACTURE PSYCHIATRIC SURCHARGE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
Direct Detention Staffing Costs	$2,313,777
Add Actual Final 2007 Arbitration Award	39,186
County and DAJD Admin	272,964
Total Acute Psych Jail Costs	2,625,926
Number of Total Maintenance Days for Acute Psych Housing (7North location or successor location)	52.83
Acute Pysch Housing (Daily) Surcharge	**$136.18**

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	142.99
5% Increase 2009	150.14
3% Increase to 2010	**$ 154.64**

Detention costs include staffing (salaries, benefits, meals) for 5 posts.

Actual 2007 Retro Payment for Guild Arbitration Award.

In the Revised Fee Period, overhead is allocated based on proportionate share of the actual expenditures.

Actual Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" – Acute Psych - Total ADM. *See* 2007 Report attached to this Exhibit (Attachment III-1).

1:1 GUARDING (Hourly) SURCHARGE

During the Revised Fee Period the basis for costs is the Actual Jail Costs. During the Revised Fee Period, the calculation for the 2010 1:1 Guarding Surcharge is shown below.

PART I: CALCUATION OF THE 1:1 GUARDING (HOURLY) SURCHARGE

Based on 2007 Actual Jail Costs allocated as shown in Part I, and inflated as per Part II below.	Amendment Methodology (Based on 2007 Actual Jail Costs)
Direct Detention Staffing Costs	$1,781,691
Add Actual Final 2007 Arbitration Award	30,174
County and DAJD Admin	210,192
Total 1:1 Guarding Costs	2,022,057
Number of Average Officers per day	4.77
1:1 Guarding Cost/Day	1,161.48
1:1 Guarding Cost/Hour	48.39

PART II: 2007 ACTUAL JAIL COSTS INFLATED TO 2010

5% Increase 2008	50.81
5% Increase 2009	53.35
3% Increase to 2010	**$54.95**

Detention costs based on total number of 1:1 Guarding hours incurred in 2007.

Actual 2007 Retro Payment for Guild Arbitration Award.

In the Revised Fee Period, overhead is allocated based on proportionate share of the actual expenditures.

Attachment III-1
King County Department of Adult and Juvenile Detention
Maintenance Day Population by Jurisdiction and Housing Type
for January 2007 through December 2007

Maintenance Day Population

Jurisdiction	Acute Psych	Non-Acute Psych	Infirmary	Number	% of Total ADM	All Other	Total
Algona	0.00	0.00	0.01	0.02	7.3%	0.21	0.22
Auburn	0.71	1.07	0.09	1.87	17.9%	8.58	10.45
Beaux Arts	0.00	0.00	0.00	0.00	.	0.00	0.00
Bellevue	0.50	0.50	0.26	1.26	12.2%	9.10	10.36
Black Diamond	0.00	0.01	0.00	0.01	100.0%	0.00	0.01
Bothell	0.03	0.14	0.01	0.17	25.8%	0.50	0.67
Burien	0.30	0.61	0.39	1.30	15.5%	7.09	8.39
Carnation	0.02	0.02	0.00	0.04	65.0%	0.02	0.05
Clyde Hill	0.02	0.00	0.00	0.02	5.2%	0.45	0.47
Covington	0.03	0.02	0.01	0.06	3.5%	1.67	1.73
Des Moines	0.33	0.36	0.23	0.92	13.2%	6.03	6.95
Duvall	0.02	0.00	0.00	0.02	6.1%	0.25	0.27
Federal Way	0.59	0.36	0.42	1.36	17.4%	6.47	7.84
Hunts Point	0.00	0.00	0.00	0.00	.	0.00	0.00
Issaquah	0.03	0.00	0.07	0.10	68.5%	0.05	0.15
Kenmore	0.19	0.10	0.05	0.33	10.8%	2.75	3.08
Kirkland	0.37	0.77	0.21	1.35	29.5%	3.22	4.57
Lake Forest Park	0.01	0.10	0.00	0.11	4.3%	2.44	2.55
Maple Valley	0.04	0.07	0.00	0.11	24.1%	0.34	0.44
Medina	0.02	0.01	0.01	0.04	4.7%	0.84	0.88
Mercer Island	0.01	0.00	0.01	0.01	5.6%	0.23	0.24
Newcastle	0.00	0.00	0.00	0.00	0.0%	0.66	0.66
Normandy Park	0.00	0.00	0.02	0.02	5.5%	0.33	0.35
North Bend	0.00	0.00	0.02	0.02	5.1%	0.36	0.38
Pacific	0.00	0.00	0.00	0.00	0.0%	0.04	0.04
Redmond	0.33	0.51	0.06	0.90	23.0%	2.99	3.89
Renton	0.56	0.69	0.15	1.40	18.0%	6.39	7.79
Sammamish	0.00	0.00	0.02	0.02	3.8%	0.42	0.43
Seatac	0.13	0.26	0.05	0.44	6.7%	6.21	6.65

Jurisdiction	Acute Psych	Non-Acute Psych	Infirmary	Number	% of Total ADM	All Other	Total	
Shoreline	0.59	0.67	0.19	1.45	12.8%	9.84	11.29	
Skykomish	0.00	0.00	0.00	0.00	.	0.00	0.00	
Snoqualmie	0.02	0.00	0.00	0.02	12.5%	0.12	0.13	
Tukwila	1.01	0.84	0.28	2.13	11.6%	16.24	18.37	
Woodinville	0.08	0.19	0.02	0.30	11.6%	2.28	2.58	
Yarrow Point	0.00	0.00	0.00	0.00	.	0.00	0.00	
Subtotal Non-Seattle	*5.94*	*7.30*	*2.56*	*15.80*	*14.1%*	*96.08*	*111.88*	
Seattle	11.45	13.54	6.28	31.28	14.7%	181.78	213.07	
Total All Cities	**17.40**	**20.84**	**8.85**	**47.08**	**14.5%**	**277.87**	**324.95**	
DOC	7.03	9.96	3.55	20.54	9.1%	205.99	226.53	
King County/Other	28.40	58.05	16.66	103.11	5.0%	1,947.52	2,050.62	
Total ADM	**52.83**	**88.84**	**29.06**	**170.73**	**6.6%**	**2,431.38**	**2,602.10**	**(A)**

(A) This report is calculated from the Daily Count Process and based on logic to simulate the billing data. It does not adjust to the end of the month billing process. The total maintenance in the cost model is based on the actual monthly billable data per the billing system.

Attachment III-2
Summary Description of Cost Model Surcharges and Pass-Through Charges

	Surcharge	Description
1.	**1:1 Guarding**	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	**Acute Psychiatric Care** (two components) – billed by location (7North in KCCF or successor location)	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Housing Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or her self.
3.	**Non-Acute Psychiatric Care** (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	**Infirmary Care**	Costs for JHS Infirmary care, services listed on reverse.

	Pass-Through Charge	Description
5.	**Off-Site Medical Charges**	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
❖ Psychiatric Housing ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups	*Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.*

JHS Infirmary Care

Services Provided:	Criteria:
❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification	*Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmary. Examples include but are not limited to:* ❖ *Substance abusers requiring medical detoxification/withdrawal management (chronic alcoholics and opiate addicted pregnant females);* ❖ *Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;* ❖ *Individuals who are mobility impaired and/or not independent in activities of daily living;* ❖ *Individuals requiring IV therapy or with central lines in place;* ❖ *Individuals who are acutely ill, post surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and* ❖ *Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.* *Inmates are formally admitted to infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary occurs either at the time of release from jail or as the patient's condition improves and can be safely managed in general population housing. Some individuals remain in infirmary care for the duration of their incarceration.*

EXHIBIT IV
Population Alert and Reduction Plan

This Population Alert and Reduction Plan (PARP) attempts to balance the needs of the local criminal justice system for adequate secure bed space and the County's ability to prevent excessive and unmanageable crowding conditions. Periodic reports (at least quarterly) will be provided by the County and the Cities to the Jail Agreement Administration Group established in the Agreement on PARP implementation efforts.

I. Reduction Plan: Initial Steps

It is the goal of King County and the Contract Cities to avoid reaching population levels that trigger population alerts. To this end the parties will examine current practices and to the extent available use population reduction strategies and alternatives to secure detention programs to reduce reliance on secure jail beds.

In addition, during 2002 and 2003 the following actions will be undertaken to prepare for the possibility of a mismatch between capacity and demand for secure jail beds.

1. Development and implementation of the notification system outlined below by November 15, 2002.
2. The Contract Cities will sign a contract to be effective no later than third quarter 2003 with Yakima County or another jurisdiction to achieve the population reduction schedule listed in Sections 11.3 and 11.4 of the Agreement.
3. King County Executive will make best efforts to obtain funding and implement community corrections pilot programs (Day Reporting and Work Crews) which are expected to reduce the utilization of secure capacity by 60 beds.
4. The County agrees to seek participation by the King County Prosecutor, Superior Court and District Court to develop a plan for reducing the use of secure beds. The goal would be to reduce the use of non-city secure beds based on seriousness of offense and risk to public safety, and/or risk of flight to avoid prosecution. The County agrees to make a good-faith effort to implement court approved plans for which funding has been approved.
5. The Contract Cities agree to seek participation by City prosecutors and courts to develop a plan incorporating the elements described below for reducing the use of secure beds. The goal would be to reduce the use of secure beds based on seriousness of offense and risk to public safety, and/or risk of flight to avoid prosecution. The City agrees to make a good-faith effort to implement court approved plans for which funding has been approved.
6. The JAG will discuss and provide advice on an implementation plan for all reduction plans.

II. Definitions

"Operational capacity" is the number of secure jail beds that can be operated by DAJD within annual adopted budget appropriation and within legal limitations including, but not limited to, limitations outlined in the *Hammer* settlement agreement and the Agreement with the Contract Cities. Vacancy rates at 5% for the Regional Justice Center and 2½% for the King County Correctional Facility will also be factored into operational capacity. In the event the County changes such vacancy rates, the County agrees to notify JAG.

III. County Population Alert Notifications

The County will provide the Contract Cities with a Population Alert Notification covering three categories: total population, Medical Inmates, and Psychiatric Inmates (PAN-TMP), and a Population Alert Notification for City Inmates (PAN-CI)

A. Timing

The PAN-TMP and the PAN-CI will be updated daily.

The PAN-CI will be updated monthly with a lag time of two weeks until such time as the County is able to provide more frequent notice to the Contract Cities.

B. Format

The County will develop a format for the PAN-TMP and PAN-CI that has an easily understood visual element. A visual "meter" type notice graphic will be developed that will be sent to Contract Cities by automated e-mail and/or appear on the County's web site.

C. Contents

1) The PAN-TMP will provide a snap shot of short-term secure bed population status by the following status groups:

Total secure population
Medical Inmates
Psychiatric Inmates

The PAN-TMP will have three levels.

Alert Level I/Yellow - Greater than or equal to 95 percent operational capacity by category at the daily official count.

Alert Level II/Orange - The jail population is between 95 percent and 100 percent of operational capacity and has maintained that level for three consecutive days.

Alert Level III/Red – The jail population exceeds total operational capacity.

The PAN-TMP will contain a "notes" section where the County can inform the cities of events that may affect jail population.

2) The PAN-CI will be a count of the number of City Inmates.

IV. [reserved]

V. Other General Notification or Information Requirements

Notice or information will be provided to the other party through the County or cities representative on the JAG as soon as it is available as follows:

- ISP -- County
    - Transmittal of project budget to the King County Council
    - Council approval of funding
    - Project schedule
    - Bid notice
    - Notice to proceed
    - Construction schedule and inmate transfer schedule
- Status of contracting for secure jail beds in other jurisdictions - Cities
    - Signature of Contracts
    - Financing approval
    - Bid notice
    - Notice to proceed
    - Construction schedule
    - Prisoner transfer schedule
- Alternatives to Secure Detention Programs – County
    - The County will provide to the JAG a description of all alternative programs to secure detention (including program capacity) either directly operated by the County or operated by another entity under contract.
    - Notice of plans to initiate or expand alternatives and notice that plans have been implemented, including program capacity.
    - Copies of program placement criteria and operating protocols, including any agreements with courts.
- Alternatives to Secure Detention Programs – City
    - The City agrees to participate in some form(s) of alternatives to detention program(s). The City shall choose which such programs to participate in, and may operate such programs itself.

VI. Additional Process for Addressing Jail Overcrowding in 2013-2016

1. Population alert levels reduced beginning in 2013:
   Alert Level I/Yellow trigger dropped from 95% to "greater than or equal to 85% operational capacity by category and has maintained that level for fourteen (14) consecutive days."
   Alert Level II/Orange trigger dropped to "between 92% and 100% of operational capacity and has maintained that level for three consecutive days."

2. Process upon issuance of Yellow or higher level alert for Total Secure Population:
   a. Within 7 days, each city with a municipal court will meet with its court, police, prosecutor representatives to identify any immediate/near term actions it can and will take to reduce population.
   b. Within 7 days, County will convene a meeting with superior court, district court, prosecutor, DAJD, and client city representatives to identify any immediate/near term actions it can and will take to reduce population.
   c. Within 10 days, each Extension City with a municipal court and the County will share with all other Extension Cities their respective lists of action items.

d. County may thereafter convene a meeting(s) with all Parties to the contract to discuss results, propose additional steps. Parties agree to consider housing inmates in alternate detention facilities on a short-term basis as one potential option to address overcrowding. If the County determines that due to a population alert it is necessary to temporarily relocate inmates, it may provide notice to the cities and then do so: if City inmates are re-located, the responsible City will be charged during such relocation on the same basis as if the inmate remained in a County facility, unless the Parties reach agreement on an alternate temporary relocation process and charging arrangement.

EXHIBIT V

COMPARISON OF ESTIMATED KING COUNTY JAIL BED DEMAND AND SUPPLY 2002 TO 2005

		Jail and Alternatives Misdemeanant Space Demand				King County Supply Scenarios				
Year		Cities Beds	State/Co Misd Beds	Felony Beds	Total Beds	Types of Beds	Status Quo	Close NRF & ISP	Close NRF only	ISP only
2000	Pre Sentence	227				Secure Beds	2973			
	Post Sentence	492				NRF Beds	291			
	Total	719	296			Work Release	191			
						Total	3455			
2002	Projected	477	300	2009	2786	Secure Beds	2973	2973	2973	2973
					0	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	3223	3223	3414
2003	Projected		320	2094	2414	Secure Beds	2973	2430	2782	2621
	Maximum	380			380	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	2680	3032	3062
2004	Projected		340	2191	2531	Secure Beds	2973	2430	2782	2621
	Maximum	250			250	NRF Beds	191	0	0	191
						Addn'l Alternatives	60	60	60	60
						Work Release	190	190	190	190
						Total	3414	2680	3032	3062
Mid 2005+	Projected		350	2270	2620	Secure Beds	2973	2973	2973	2973
	Maximum	220				NRF Beds	0	0	0	0
						Addn'l Alternatives	60	60	60	60
2012+	Maximum	0				Work Release	190	190	190	190
						Total	3223	3223	3223	3223

NOTES:

1) Assumes a 3% growth rate per year for felony bed demand
2) Assumes no impact from DWLS diversion programs by District Court
3) Assumes cities will reduce jail bed use by Dec 31 of year unless noted.
4) Assumes cities are able to occupy 530 beds in Yakima County and/or Benton County Jail by December 2003
5) The County is pursuing policies to reduce the use of secure beds beginning in 2002 that are not reflected in these numbers. Also, capacity restrictions could begin as soon as 2003 depending on County policy decisions.
6) The number of secure beds listed include double bunking the RJC up to 65% (492 beds). Utilization Of these beds requires that funding be sought and approved by the County Council.
7) Assumes ISP begins 3rd Qtr. 2003.
8) Assumes additional alternative beds available 4th Qtr of 2002.
9) Fifteen days per quarter there is a peak at 5% over average.

EXHIBIT VI
Land Transfer Agreement

Intergovernmental Land Transfer Agreement Between King County and the City of Bellevue

This Intergovernmental Land Transfer Agreement ("Agreement") is made and entered into by and between King County ("County"), and the City of Bellevue ("City").

WHEREAS the County has entered into a Jail Services Agreement ("JSA") with many of the cities located in King County ("Cities") to which this Agreement is an attachment; and

WHEREAS the JSA provides for the transfer of real property located at 1440 116th Avenue N.E. and 1412 116th Avenue N.E. in Bellevue, Washington, (said property is described more fully in Exhibit A and referred to herein as the "Property") to the City of Bellevue in consideration for the negotiated rate in the JSA and promises made by the Cities in the JSA related to population reduction; and

WHEREAS it is in the best interest of the public that the County transfer said property to the City for the purposes detailed in the JSA;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

1. Obligations of Parties

1.1 Agreement Contingent

This Agreement is subject to the execution of an Interlocal Agreement ("Cities Interlocal") between the City and all other interested cities located within King County to provide for the maintenance and disposition of the Property. If the City and the other interested cities are unable to reach agreement on the terms of the Cities Interlocal prior to the date of conveyance as provided in paragraph 1.2, upon written notice from the City of Bellevue to King County, this Agreement shall, at the City's sole discretion, become null and void and the parties will have no further obligation hereunder.

1.2 Conveyance of Title

On July 1, 2004, or earlier as hereinafter provided, the County will execute and deliver to the City: 1) a Statutory Warranty Deed conveying and warranting good and marketable title to parcels A, B-1 and B-2 free and clear of all defects or encumbrances except for the lien of real estate taxes and drainage service charges not yet due and payable and those exceptions, defects and/or encumbrances identified on Exhibit B; and 2) a Quit Claim Deed conveying parcel C. Parcels A, B-1, B-2 and C are described more fully in Exhibit A and collectively referred to herein as the "Property."

1.3 The City will provide written notice to the County upon satisfaction of all contingencies under Sections 1.1 and 6.2 of this Agreement and the County shall have sixty (60) days thereafter to deliver a conveyance to the City.

2. Existing Restrictions, Agreements, Contracts or Permits

2.1 The City shall abide by and enforce all terms, conditions, reservations, restrictions and covenants of title at the time of conveyance and/or in the deed of conveyance.

2.2 The Property will be used as required in Section 12 of the JSA to enable the Cities to meet the final step (occurring on December 31, 2012) of the population reduction schedule as detailed in Sections 11.3 and 11.4 of the JSA. The parties understand that the Property may be sold or traded and the proceeds and/or land acquired from such sale or trade used for the purposes detailed in the preceding sentence. The parties further agree that in the event the cities do not comply with Section 12 of the JSA and meet the final step of the population reduction schedule as detailed in Sections 11.3 and 11.4 of the JSA, the City of Bellevue shall transfer title to the Property back to the County if such Property has not been sold; or if such Property has been sold, pay the County an amount equal to the net sale price of the Property, plus investment interest earned; or if the Property has been traded, pay the County the appraised value of the Property at the time of the trade, as determined by an MAI appraiser selected by mutual agreement of King County and the City of Bellevue, plus investment interest earned.

2.3 Should any disagreement arise between the parties as to the interpretation or application of the terms and provisions of this Agreement, the parties shall first engage in informal dispute resolution between designated City and County staff persons. If those staff persons are unable to resolve the dispute, the matter shall be referred to the City Manager and the County Executive or their respective designees. If the City Manager and the County Executive or designees are unable to resolve the dispute, the matter shall be referred to non-binding mediation. Should the mediation process fail to resolve the dispute, either party may file an action in King County Superior Court. Each party shall bear its own costs and attorney fees incurred in the dispute resolution process.

3. Condition of Property and Responsibility for Operations, Maintenance, Repairs, Improvements, and Recreation Services

3.1 The County warrants that it has and will deliver marketable title to Parcels A, B-1 and B-2. The City has inspected and knows the condition of the Property and accepts the Property AS IS, WHERE IS and WITH ALL FAULTS. More specifically, King County does not make and specifically disclaims any warranties; express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property, and no official, employee, representative or agent of the County is authorized otherwise. Without limitation, the foregoing specifically excludes warranties with respect to the condition of the Property for development and/or use by City, the presence of any Hazardous Materials,

underground storage tanks or contaminated soil, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Materials at, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws. "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended. Except as provided in Sections 4 and 5, the City acknowledges and agrees that the County shall have no liability for, and that the City shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the City or the County.

3.2 Except as provided in Section 5, the County shall not have any obligation to make any changes or improvements, or to incur any expenses whatsoever for the operation, maintenance, monitoring, repair or remediation of the Property.

4.Indemnification and Hold Harmless

4.1 The County shall protect, indemnify and hold harmless the City and its elected officials, officers, agents or employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the date of conveyance of the Property to the City. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense and, if final judgment be rendered against the City and/or its elected officials, officers, agents and employees or jointly against the City and the County and/or their respective elected officials, officers, agents and employees, the County shall satisfy the same.

4.2 Except as provided in Section 5, the City shall indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from and against any and all claims, actions, suits, liabilities, losses, costs, expenses or damages of any nature whatsoever arising from those occurrences related to the Property that occurred on or after the date of conveyance of the Property to the City. In the event that any suit based upon such claims, actions, suits, liabilities, losses, costs, expenses or damages is brought against the County or the County and the City, the City shall defend the same at its sole cost and expense and, if final judgment be rendered against the County and/or its officers, agents and employees or jointly against the County and the City and/or their respective officers, agents and employees, the City shall satisfy the same.

4.3 Each Party to this Agreement shall notify the other of any and all claims, actions, suits, liabilities, losses, costs, expenses or damages that arise or are brought against that party relating to or pertaining to the Property, within thirty (30) days of receipt of such information.

4.4 Each party agrees that its obligations under this paragraph extend to any claim, demand,

and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

4.5 These indemnification provisions shall survive the conveyance of the Property and any termination of this Agreement or the JSA.

5. Environmental Liability

5.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

5.2 Nothing in this Agreement shall be deemed to waive any statutory claim for contribution that the City might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County, its agents or permittees during the County's period of ownership. The City may not, however, assert such a claim to the extent that the City exacerbates the cost of remediation upon which a statutory claim for contribution is based as a result of the City performing construction activities on the Property, changing the configuration of the Property, or changing the use of the Property The preceding sentence shall not apply to tests, inspections, studies, surveys or appraisals conducted by the City pursuant to Section 6.1.

5.3 If the City discovers the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall notify the County in writing as soon as reasonably practicable, but in any event not more than sixty (60) days after discovery. The parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement prior to undertaking any remediation.

5.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

6. City Right of Inspection

6.1 Prior to the date of conveyance, the City shall have the right at City expense to perform any and all tests, inspections, studies, surveys or appraisals of the Property reasonably deemed necessary by the City. Upon seven (7) days written notice to the County, the City may enter the Property and conduct such tests, inspections, studies, surveys and appraisals. County representatives may attend and witness such tests, inspections, studies, surveys and appraisals. After conducting its tests, inspections, studies, surveys or appraisals of the Property, the City shall restore the Property, as nearly as is practicable, to its condition on the date of City's entry thereon, except to the extent that the City may be required by state or

federal agencies to leave any exposed or altered area open for inspection and/or remediation. In addition, the City shall defend, indemnify and hold harmless the County and its elected officials, officers, agents and employees, or any of them, from all claims, demands, suits, actions, and liabilities of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent errors, omissions or acts of the City and/or its contractors, employees, agents, and representatives in the performance of the tests, inspections, studies, surveys or appraisals of the Property. The City specifically assumes potential liability for actions brought by the City's own employees against the County arising from such tests, inspections, studies, surveys or appraisals, and for that purpose the City specifically waives, as respects the County only, any immunity under the Worker's Compensation Act, RCW Title 51; and the City recognizes that this waiver was the subject of mutual negotiation.

6.2 If after conducting its tests, inspections, studies, surveys and appraisals the City determines, in its sole discretion, that condition(s) exist on the Property that will substantially impact the salability of the Property (other than naturally occurring conditions), the City may request that the County remediate such condition(s). In the event that the County fails, within 90 days of receiving the request from the City, to agree to such remediation, or thereafter fails, within a reasonable period of time (but in any event prior to the date of conveyance of the Property), to accomplish such remediation, this Agreement shall, at the City's sole discretion, upon written notice to the County, become null and void and the parties shall have no further obligations under this Agreement or the JSA with respect to this Property.

6.3 Within thirty (30) days of the execution of this Agreement, the County shall provide the City with copies of all of its records related to the County's acquisition and maintenance of and to the condition of the Property.

7. Legal Relationship

7.1 The parties to this Agreement execute and implement this Agreement solely as County and City. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

8. Waiver and Amendments

8.1 Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

9. Entire Agreement and Modifications

9.1 The JSA and this Intergovernmental Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. Any amendment or modification of the terms of this Agreement must be made in writing and signed by both parties hereto.

10. Duration and Authority

10.1 This agreement shall be effective upon signature by the authorized signatories of and authorization by the legislative bodies of both parties. The terms, conditions, covenants, and representations contained herein and in the JSA shall not merge into the deed of conveyance, but shall survive the conveyance and shall continue in force.

10.2 Termination of this Agreement by the City pursuant to Section 1.1 or 6.2 shall have no effect upon the terms and enforceability of the JSA except for Section 12 of the JSA.

11. Assignment.

11.1 The City shall not assign this agreement or any rights hereunder except to the cities or another city representing the cities for whose benefit this conveyance of the Property is to be made, and then only if the assignee(s) assume(s) all obligations of the City under this Agreement.

12. Negotiation and Construction.

12.1 This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party. All parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

13. Notice

13.1 Any notice provided for herein shall be sent to the respective parties at:

King County	City
[INSERT INFO]	[INSERT INFO]

IN WITNESS WHEREOF, the parties have executed this Agreement.

King County	City of Bellevue
_____	_____

King County Executive

Date

Approved as to Form:

King County
Senior Deputy Prosecuting Attorney

Date

City Manager

Date

Approved as to Form:

City Attorney

Date

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, to me known to be the_____ of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2002.

_____
Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

STATE OF WASHINGTON }
COUNTY OF KING } ss.

On this day personally appeared before me _____, the _____ of _____, known to me to be the City that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2002.

_____
Printed Name _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission Expires _____

EXHIBIT A
Legal Descriptions

Parcel A: Lots 3 and 4 of Bellevue Short Plat No. 78-43 as recorded under Recording No. 7807030722, records of King County, Washington; EXCEPT the South 10 feet thereof.

Parcel B-1: That portion of the South 267.6 feet of the North 634.7 feet of the NW 1/4 of the SW 1/4 of Section 28, Township 25 North, Range 5 East, W.M., in King County, Washington, lying Westerly of the Northern Pacific Railway Right-of-Way; EXCEPT the North 242 feet of the West 450 feet thereof; AND EXCEPT the West 30 feet thereof for 116th Avenue NE; AND EXCEPT the South 26.6 feet of the West 250 feet thereof.

Parcel B-2: An easement for access for the benefit of Parcel B-1 as granted and set forth in document recorded under Recording No. 7908020842, records of King County, Washington.

Parcel C: The South 10 feet of the North 367.10 feet, measured along the Westerly line thereof, of that portion of the Northwest quarter of the Southwest quarter of Section 28, Township 25 North, Range 5 East, W.M., lying Westerly of the right of way of Burlington Northern, Inc., successor to Northern Pacific railway Company, Except the West 450 feet thereof.

All situated in King County, Washington.

EXHIBIT VII
List of Cities

Algona
Auburn
Beaux Arts
Bellevue
Black Diamond
Bothell
Burien
Carnation
Clyde Hill
Covington
Des Moines
Duvall
Federal Way
Hunts Point
Issaquah
Kenmore
Kirkland
Lake Forest Park
Maple Valley
Medina
Mercer Island
Milton
Newcastle
Normandy Park
North Bend
Pacific
Redmond
Renton
Sammamish
Sea Tac
Seattle
Shoreline
Skykomish
Snoqualmie
Tukwila
Woodinville
Yarrow Point

EXHIBIT VIII
DISTRIBUTION OF PROPERTY PROCEEDS
Distribution Methodology Approved by the Jail Oversight Assembly on March 26, 2008
Total Proceeds Distributed: $13,000,116.20

CITY	PROCEEDS RECEIVED
Algona	$23,192.28
Auburn	$802,194.52
Beaux Arts	$2,522.78
Bellevue	$971,638.82
Black Diamond	$13,296.20
Bothell	$126,885.71
Burien	$152,789.21
Carnation	$6,307.75
Clyde Hill	$42,535.80
Covington	$66,118.25
Des Moines	$177,311.14
Duvall	$28,001.99
Enumclaw	$90,781.96
Federal Way	$592,399.79
Hunts Point	$18,450.65
Issaquah	$219,917.62
Kenmore	$124,144.61
Kent	$1,167,658.01
Kirkland	$425,486.02
Lake Forest Park	$80,832.42
Maple Valley	$55,773.68
Medina	$76,693.70
Mercer Island	$215,282.16
Milton	$1,945.88
Newcastle	$54,016.16
Normandy Park	$34,455.39
North Bend	$26,493.44
Pacific	$14,072.56
Redmond	$454,813.50
Renton	$1,003,904.60
Sammamish	$208,371.63
SeaTac	$163,498.78
Seattle	$4,712,211.12
Shoreline	$385,803.38
Skykomish	$1,619.59
Snoqualmie	$67,254.57
Tukwila	$287,711.75
Woodinville	$86,320.79
Yarrow Point	$17,407.99
Total	**$13,000,116.20**

EXHIBIT IX

2008 City Average Daily Population (ADP) by Billing Responsibility Based on Daily Morning Headcount

City	*Average*
Algona	0.14
Auburn	6.45
Beaux Arts	-
Bellevue	7.93
Black Diamond	0.05
Bothell	0.29
Burien	6.69
Carnation	0.03
Clyde Hill	0.32
Covington	1.51
Des Moines	5.06
Duvall	0.14
Federal Way	8.92
Hunts Point	0.12
Issaquah	0.35
Kenmore	2.39
Kirkland	9.03
Lake Forest Park	2.85
Maple Valley	0.23
Medina	1.10
Mercer Island	0.32
Newcastle	0.75
Normandy Park	0.59
North Bend	0.32
Pacific	0.25
Redmond	3.44
Renton	5.67
Sammamish	0.80
Seatac	6.32
Shoreline	9.26
Skykomish	0.02
Snoqualmie	0.18
Tukwila	16.93
Woodinville	1.32
Yarrow Point	-
Seattle	185.23
Total	***284.98***