RESOLUTION NO. 11-777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ENTERING INTO A LOCAL AGREEMENT WITH KING COUNTY FOR JAIL SERVICES

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

WHEREAS, the City of Black Diamond is a Jail Administration Group (JAG) City; and

WHEREAS, as a JAG City the City of Black Diamond along with other Contract Cities in King County entered into a Jail Service Agreement (JSA) with King County to house and provide jail services for Contract Cities misdemeanants; and

WHEREAS, the current agreement ends on December 31, 2012, which is the date that all city misdemeanants must be housed in alternate facilities unless other arraignments are made with King County; and

WHEREAS, this agreement shall commence on January 1, 2012, and shall extend through December 31, 2020;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City of Black Diamond is authorized to enter into an Interlocal Agreement with King County as defined in the new "2020 Option".

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 15TH DAY OF DECEMBER, 2011.

CITY OF BLACK DIAMOND:

Rebecca Olness, Mayor

Attest:

Brenda L. Martinez, City Clerk

Jail Contracting Options Response Form
Attached to Letter October 5, 2011

COPY

Date: 10/27/2011

City: Black Diamond

City Administrator/Manager: Brenda L. Martinez

By November 1, 2011, check your intent to use one of the following options, sign the form, and return it to the address listed below.

_____: New 2030 Agreement

__X__: New 2020 Agreement

_____: Remain with current agreement

Brenda L Martinez
City Administrator/Manager (Signature)

Return this form to:
Claudia Balducci, Director
King County Department of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Summary Comparison of JSA Options and Existing Extension JSA

While not the detailed terms, the table below provides a summary of the major features for each JSA option.

Principles/ Terms	New 2030 Option	New 2020 Option	Staying with Current JSA
Term	Through 2030	Through 2020	Through 2016
Secure Bed Floor	The "Floor" is the city's required minimum use of jail beds, based on its historical use in King County jail.	None	None
Secure Bed Cap	The "Cap" is the County's guarantee of beds during the term. It is a fixed percentage above the Secure Bed Floor.	Adjusted for the number of cities choosing this option.	Modify cap to align with cities remaining with this option.
Termination	Only by mutual agreement or due to material breach of a party.	Either party can terminate with a minimum of 100 days notice.	Either party can terminate with a minimum of 100 days notice.
Jail Fees	*Booking Fees*: $95/$140.96 *Daily Fee*: $125 *Medical/Psychiatric Surcharges*: Same for all options. *Annual Increase*: Fees increase by a CPI-based inflationary factor except recalculated every fifth year.	*Booking Fees*: $150/$195.96 *Daily Fee*: $132.01 *Medical/Psychiatric Surcharges*: Same for all options. *Annual Increase*: Fees increase by a CPI-based an inflationary factor except recalculated in 2017.	*Book Fee*: $371.85/$451.72 *Daily Fee*: $135.51 *Surcharges*: Same for all options. *Annual Increase*: Fees recalculated every two years based on actuals from two years prior and then adjusted by inflationary factor.
Jail Planning and Possible Expansion	If construction of new jail beds is needed, City makes annual contribution based on its proportion of the total County jail population.	No contributions to construction of new jail beds. The Regional Jail Group would continue to meet to review forecasts and use of capacity.	No contributions to construction of new jail beds. The Regional Jail Group would continue to meet to review forecasts and use of capacity
Alternatives to Secure Detention	Agreement would be amended at a later time to include fees specific to other alternatives (e.g., electronic monitoring detention and day reporting).	Agreement would be amended at a later time to include fees specific to alternatives (e.g., electronic monitoring and day reporting).	Modify cap to align with cities remaining with this option.
Switching to the "Floor" option after 2012		If the City does not accept the "New 2030 Agreement" option for 2012, it could switch later only by mutual agreement of the city and the County.	

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

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

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

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

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

1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.

1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to Work and Education Release (WER); inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing a person for confinement in Jail or assignment to WER.

1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Section 4 and Exhibit III, Section 2.

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

1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.

1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.

A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City's jurisdiction, and:

1.6.1.1 the case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or

1.6.1.2 the case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or

1.6.1.3 the case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.

1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.

1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;

1.6.4 The person is booked or confined by reason of a Court order issued either by the City's Municipal Court or other court when acting as the City's Municipal Court; or,

1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.

1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.

B. A City charge is not the principal basis for confining a person where:

1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.

1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.

1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City's responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City's jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to

local funding status. The City is not billable for cases filed by the County prosecutor into mental health court prior to changing to local funding status.

1.7 "City WER Participant" means a person ordered to WER by the City's municipal court or court designated or contracted to provide municipal court services on the City's behalf.

1.8 "Community Corrections Programs" means programs designed as alternatives to, or as rehabilitative or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include WER, Electronic Home Detention, Community Work Program and Community Center for Alternative Programs (CCAP).

1.9 "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.

1.10 "Contract Cities" mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.

1.11 "Contract Cities Inmates" means all Contract Cities' City Inmates.

1.12 "County Inmate" means any Inmate that is not a City Inmate.

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

1.14 "Fees and Charges" are the Fees and Charges imposed as described in Section 4 and Exhibit III.

1.15 "Force Majeure" means war, civil unrest, and any natural event outside of the party's reasonable control, including fire, storm, flood, earthquake or other act of nature.

1.16 "Inmate" means a person booked into or housed in the Jail.

1.17 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate or City WER Participant is first presented to and accepted by the Jail for housing in the Jail or WER until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

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

1.19 "Jail" means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.

1.20 "Maintenance Charge" is the daily housing charge incurred for City Inmates housed in Jail as further described in Section 4 and Exhibit III, Section 1.a.

1.21 "Medical Inmate" means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's infirmary. If an Inmate is moved to the general population then the Inmate is no longer considered a Medical Inmate.

1.22 "Notification" means provision of written alert, confirmation of information or request meeting the requirements of Section 13.10. In contrast, a "notice" means providing alert or confirmation of information or request in writing to the individuals identified in Section 13.10, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 13.10 including but not limited to electronic mail or facsimile.

1.23 "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.

1.24 "Offsite Medical Care Charges" means those pass through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing a level of services provided from offsite medical institutions, as further defined in Exhibit III Section 4 and Attachment III-2. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).

1.25 "Psychiatric Inmate" means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.

1.25.1 A "Non-Acute Psychiatric Inmate" is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III, Attachment III-2) and housed outside the Jail's acute psychiatric housing units.

1.25.2 An "Acute Psychiatric Inmate" is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail's acute psychiatric housing units (as further described in Exhibit III, Attachment III-2). If an Inmate is moved to housing outside the Jail's acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.

1.26 "Parties" mean the City and County, as parties to this Agreement.

1.27 "Secure Bed Cap for Contract Cities" means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count, and is established in Section 6.

1.28 "Secure Detention" refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention in the Jail excludes City Inmates enrolled in Community Corrections Programs.

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

1.30 "2010 Agreement" means the interlocal agreement for jail services between King County and the City as executed between the County and the City effective February 1, 2010, as amended. Twenty-four cities each signed a separate agreement with the County in a form substantially similar to the 2010 Agreement, excepting for provisions related to the effective date and the date certain fees and charges were revised. Such agreements are collectively referred to herein as the 2010 Agreement.

1.31 "2012-2030 Agreement" means the agreement executed by the County and the City of Seattle effective on January 1, 2012 together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.

1.32 "WER" means the County's Work and Education Release Program, operated by the Community Corrections Division of DAJD, or its successor.

1.33 "WER Charge" is the daily housing charge incurred for City WER Participants as further described in Section 4 and Exhibit III, Subsection 1.b.

2. Term. This Agreement shall commence on January 1, 2012, and shall extend through December 31, 2020. This Agreement shall supersede all previous contracts and agreements between the Parties relating to the Jail, WER, and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.

3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail and City WER Participants for assignment to WER, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities, booking, transportation among facilities, as determined necessary in the County's sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital, and custodial services, and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all Jail medical, dental and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate or City WER Participant as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County's right to refuse to accept City Detainees for confinement in Jail or sentencing to WER when they are deemed by the County to be in need of urgent medical care.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, WER Charge, Surcharges and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):

4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into Secure Detention in the Jail, and for the booking of City WER Participants directly reporting to WER, as further described in Exhibit III, Section 2. The Booking Fee will be annually adjusted effective each January 1st.

4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1.a. The Maintenance Charge will be annually adjusted effective each January 1st.

4.2.1 The County will maintain its program to provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.

4.2.2 The County will maintain its program to provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if it so desires after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.

4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.

4.3 WER Charge. The WER Charge shall be assessed for a City WER Participant for each Inmate Day as provided in Exhibit III, Subsection 1.b. The WER charge will be annually adjusted effective each January 1st.

4.3.1 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs in addition to WER, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs in addition to WER shall be enacted through an amendment to this Agreement.

4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, WER Charge, and any other charges agreed to per Section 4.3.1, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.

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

5. Billing and Billing Dispute Resolution Procedures.

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

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

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

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

5.2.2 Thereafter, the County and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to JAG for resolution. In the event JAG is unable to resolve the dispute within 30-days of referral, either Party may pursue the dispute resolution mechanisms outlined in Section 11.

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

5.4 If the City fails to pay a billing within 45-days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure non-payment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail or be assigned to WER and, at the County's request, will remove City Inmates already housed in the Jail or assigned to WER within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates or City WER Participants until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure.

5.6 Each Party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1 and 6.1.2.

6.1.1 Effective January 1, 2012 and through December 31, 2016, the Secure Bed Cap for Contract Cities in the aggregate is 75 beds. These 75 beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.

6.1.2 For the calendar year beginning January 1, 2017 and each calendar year thereafter through the term of this Agreement, the County at its sole discretion shall establish the Secure Bed Cap for Contract Cities; provided that the Secure Bed Cap for Contract Cities cannot exceed 130 without approval of the Parties' respective legislative bodies. The County shall provide to the Contract Cities notice of the Secure Bed Cap for Contract Cities six months before the start of the calendar year beginning with notice on July 1, 2016 for the 2017 calendar year.

6.1.2.1 The County shall also provide to the Contract Cities a preliminary estimate of the Secure Bed Cap for Contract Cities 12 months before the start of the calendar year. Such preliminary estimate is provided to the Contract Cities for planning purposes only and does not limit the County in setting the Secure Bed Cap as described in Section 6.1.2.

6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, 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 Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.

6.3 At the end of the last day of this Agreement, the City agrees to reduce the number of City Inmates in the Jail to 0 and the number of City WER Participants to 0, with the exception that Inmates whose status has changed to City Inmate, or WER participants whose status has changed to City WER Participant will not be included in the calculation of the

number of City Inmates or WER Participants if such individuals are removed from the Jail or WER within 72-hours of such change in status.

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

6.4 The Contract Cities can access WER beds, subject to availability, on a first come, first serve basis. The County may in its sole discretion provide a specific number of WER beds to City WER Participants.

6.5 The Jail's capacity limit for Medical Inmates is thirty (30). 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 1.21 and 1.25 at the time of the Jail's Official Daily Population Count.

6.6 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 13.10 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 6.5, or the County may inform the City that it is willing to continue to house these Inmates.

6.7 County requests under Section 6.6 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. 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 house these Inmates.

6.8 If the County, pursuant to Sections 6.6 and 6.7, 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

[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 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute

24-hours of the County's request, or by providing notice to 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 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.

6.9 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.

7. Jail Planning and Potential Future Agreements.

7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good faith efforts to share this information regularly through the Regional Jail Group or similar forum. Furthermore, at the point the County begins planning for potential jail bed expansion, the County will make good faith efforts to provide notice to the City that such planning is underway so that the City has an opportunity to express any interest in contracting for additional jail beds based on terms potentially similar to many of those in the 2012-2030 Agreement.

7.2 Potential Future Agreements. If in the future the City is interested in executing an agreement with the County for jail beds incorporating terms similar to many of those in the 2012-2030 Agreement, the City shall provide Notification of its interest to enter into negotiations with the County. Within 60 days of the City's Notification, the County shall provide a response through written Notification to the City of whether it agrees to enter negotiations with the City. The County at its sole discretion can determine whether to

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 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 designated drop-off location or backup location. The City may change its designated drop off location or backup location by providing Notification to the County of the change.

negotiate an agreement with the City for jail beds incorporating terms similar to many of those in the 2012-2030 Agreement, which agreement would be subject to approval by both Parties' respective legislative bodies.

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

9. Most Favored Treatment.

9.1 During the term of this Agreement, the County represents and assures the City that no other city or town will be offered a contract covering the Jail, WER or jail services that grants such city or town Favored Treatment (as defined below), unless such contract, in substantially similar form, is also offered through Notification by the King County Executive to the City.

9.2 Within 60-days of receipt of an offer that the County represents as being made in accordance with Section 9.1, the City through Notification by its Chief Executive Officer must either:

i) Accept the offer and such acceptance means the City acknowledges that the County has complied with Section 9.1;
ii) Decline the offer; or
iii) Inform the County that the City believes the offer does not comply with the requirements of Section 9.1 at which point the matter will be deemed referred to JAG pursuant to Section 10 and thereafter either party may pursue dispute resolution per Section 11 of this Agreement.

If the City within 60-days declines the offer per Section 9.2 (ii), or fails to respond within 60-days in the manner described in Section 9.2 (i), (ii) or (iii), then the City shall be deemed to have waived its right to enforce this Section with respect to the offer.

9.3 Per Section 13.11 of this Agreement, final execution of any new or amended contract is subject to City Council and County Council approvals.

9.4 Favored Treatment means that the terms contained in such other contract are clearly preferable to the terms contained in this Agreement, taking into account all provisions, including but not limited to, rates, guaranteed bed capacity, and minimum payment obligations.

9.5 This Section shall not apply to a) temporary service contracts of 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; and c) any agreements among the County and any city or town for additional services not provided for in this Agreement.

9.6 The City acknowledges that the County offered the City the 2012-2030 Agreement and hereby waives its right under Section 9 with respect to the 2012-2030 Agreement.

10. Jail Agreement Administration Group (JAG). A JAG is hereby established to work together to assure the effective implementation of this Agreement and resolve any Agreement 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 Charge or WER Charge, referrals of disputes (including but not limited to disputes arising under Section 5) and issues related to the expedient transfer of City Inmates into or out of alternative facilities within or outside of King County. Each Contract City shall have one representative on the JAG. The County shall have two representatives (including a representative of the Executive and the Director of DAJD).

The Parties agree that the JAG has no authority to make a final decision with regard to any matter related to the Agreement. If the City, or the County, is not satisfied with status of a matter after discussion in the JAG, that party retains all rights to seek further legal redress as provided for the Agreement, including referral of matters to dispute resolution per Section 11 of the Agreement. The JAG may meet with other similar jail agreement advisory groups created under other jail service agreements between the County and other cities when there are issues in common between this Agreement and other agreements.

11. Dispute Resolution. In the event the Parties are unable to resolve a dispute within 30 days of its referral to the JAG per Section 5 or Section 10, then either Party may pursue the dispute resolution provisions of this Section 11.

11.1 Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. Except as provided in Section 11.2, the mediator will be selected in the following manner: the City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.

11.2 If other cities are party to an agreement substantially similar to this Agreement, each such city shall be promptly sent Notification of the dispute and, any such city shall be given the opportunity to both participate in the initial meeting to resolve the dispute and to participate as a party in mediation of such dispute. In the case of more than two cities participating in a mediation, the parties agree to engage a mediator through a mediator or mediation service acceptable to both King County and a majority of cities participating in the mediation. The County and all cities joining the mediation shall share equally in the costs thereof per Section 11.1.

11.3 Each party reserves the right to litigate any disputed issue in court, *de novo*.

12. Termination. Either Party may initiate a process to terminate this Agreement as follows:

12.1 Ten-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 12.2 of this Agreement. Upon receipt of the written Notification 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 Notification notice under Section 12.2 of this Agreement.

12.2 Ninety-Day Termination Notification. After the ten (10) day period has run under Section 12.1 of this Agreement, the party desiring to terminate this Agreement may provide the

other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.

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

13.4 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 on 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 Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.

13.5 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	Calculation of Fees, Charges and Surcharges

13.6 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.

13.7 Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

13.8 Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that certain modifications to the fee re-sets and the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.

13.9 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.

13.10 Notifications. Except as otherwise provided in this Agreement, any Notification 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:

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his successor, as may be designated by written Notification from the County to the City.

As defined in Section 1.22, written notices delivered to the individuals identified above, or their designee (as may be specified through a formal Notification) through alternate means including but not limited to electronic mail are intended to meet the requirements of this Agreement when the term "notice" rather than "Notification" is used.

13.11 Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.

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

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

13.14. No-Third Party Beneficiaries. Except as expressly provided in Section 10 and 11 relating to the JAG and Dispute Resolution, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement 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 Agreement.

13.15. Termination of 2010 Agreement. The Parties by execution of this Agreement terminate the 2010 Agreement effective as of 12:00 A.M. January 1, 2012, to coincide with the effective date of this Agreement.

13.16 Execution in Counterparts. This Agreement 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 Agreement may be executed in any 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

12/30/11
Date

Approved as to Form:

King County
Deputy Prosecuting Attorney

12/27/11
Date

The City of Black Diamond

By:

December 16, 2011
Date

Approved as to Form:

Assistant City Attorney

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County's billing system examines all open and active charges and holds for each calendar day and applies the Billing Priority Rules and Tie Breaker Rules as set forth below. Then the charge billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 under Billing Priority Rules) when there are charges with multiple charge billable agencies. The first rule that applies determines the billable charge(s). The charge billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given on the Subject-in-Process (SIP) booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the charge billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given on the Subject-in-Process (SIP) booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	**Inmate *booked by a city on a felony investigation*, whose case is filed by the Prosecutor *initially as a felony in Superior Court* but *subsequently amended to a misdemeanor* charge (for evidentiary reasons, or entry into mental health court, or for other reasons)**	County responsibility
2	**Inmate *booked by a city on a felony investigation* and whose case is *initially filed* by the Prosecutor *as a felony in District Court* as part of a plea bargain effort (so called "*expedited cases*")**	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	**Inmate *booked by a city on a felony investigation whose case is* initially filed by the County Prosecutor as a *misdemeanor* in district court (i.e., mental health, domestic violence *or* in regular district court)**	County responsibility
4	**Inmate *booked by a city on a felony investigation.* The County prosecutor declines to file the case and refers it *to a city* prosecutor or law enforcement for any further action.**	County responsibility prior to release of felony investigation by County prosecutor; City responsibility from and after release of felony investigation
5	**Misdemeanor or felony cases *originated by state agencies (* i.e., WSP)**	County responsibility
6	**Inmates *booked by a city on a juvenile charge* who are held in adult detention or become adults during the pendency of their charge or sentence.**	County responsibility

Attachment I-2

Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing (Relating to Section 1.6.9)

A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:

(1) Inmate has medical/health conditions/ treatments preventing transfer.
(2) Transfer location refuses Inmate.
(3) Inmate refuses to be transported and poses a security risk.
(4) Inmate misses transport due to being at court or other location.
(5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.

B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice, but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six day period, the City is billable beginning the calendar day following the day of notice from the County.

C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II
Exception to Billing Procedure

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 1.17 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
Calculation of Fees, Charges and Surcharges

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

1. MAINTENANCE CHARGE, WER CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge and WER Charge shall be calculated as shown in Attachment III-1 and as described below.

a. The **Maintenance Charge** starting **January 1, 2012,** and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, will be **$127.97.** When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2012 is **$132.01**. The Maintenance Charge shall be annually adjusted as described in Section 5 below and shall be annually inflated and/or re-set as described in Section 5 below. The Maintenance Charge calculation shall include 70.56% of the total DAJD Budgeted Jail Costs associated with booking; this percentage of booking costs to be included in the Maintenance Charge shall remain fixed through the term of this Agreement.

i. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all 24 hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such 24 hour period.

b. **WER Charge.** In lieu of the Maintenance Charge, the City will be charged a WER Charge for each Inmate Day in which a City WER Participant is in the WER program. Starting **January 1, 2012,** and for the remainder of the calendar year 2012, **excluding** any adjustments for Capital Expenditure Charges, the WER Charge will be **$88.10.** When combined with Capital Expenditure Charges, the WER Charge for calendar year 2012 is **$92.14.** The WER Charge shall be annually adjusted as described in Section 5 below and shall be annually inflated and/or re-set as described in Section 5 below.

c. 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**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and support and administrative facilities that benefit Jail or WER operations. Capital Expenditures include, but shall not be limited to, 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 or City WER Participants. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance as defined in Attachment III-1.

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 (as defined in Section 1.17). By August 15 of each year, DAJD will estimate the total number of Inmate Days for the following calendar year and provide notice to the City of the Capital

Expenditure Charge to be included in the Maintenance Charge and WER Charge in the following calendar year.

ii. Upon request of the City, the County shall provide its 6-year CIP and its 6-year major maintenance plan to the City. 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 JAG as described in Sections10 and 11 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 Expenditures, if debt financed, shall begin being charged 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 City 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.

iv. Beginning **January 1, 2012** and continuing through calendar year 2012, the Capital Expenditure Charge for ISP for the City is **$3.36** and the Capital Expenditure Charge for the CSSP is **$0.68**, for a combined total Capital Expenditure Charge of **$4.04** to be added to the Maintenance Charge and WER Charge amounts set forth in subparagraphs a and b above.

2. BOOKING FEE

a. The booking fee shall be based on whether or not the 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 January 1, 2012 and for the remainder of the calendar year 2012 will be initially set as follows, as illustrated in **Exhibit III-1**:

i. The **Base Booking Fee** shall be **$150.00**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.

ii. The **Standard Booking Fee** shall be **$195.96.** This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.

b. If the City has a court order on file as of January 1, 2012, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee in 2012. To qualify for the Base Booking Fee in subsequent years, the City must either provide a court order not later than July 1 of the preceding calendar year confirming that the City and not the County will have authorization to provide PR screening for City Inmates, 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 Base Booking Fee.

3. SURCHARGES

In addition to payment of the Maintenance Charge, WER Charge and the Booking Fees, 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 January 1, 2012 through December 31, 2012 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 **$193.87** for each Surcharge Day.

b. **Non-Acute Psychiatric Care**. For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **$61.00** for each Surcharge Day.

c. **Acute Psychiatric Care**. For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **$231.11** (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 **$170.11.**

ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **$61.00** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **$231.11.**

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 **$57.67** 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 one (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. Inflators. All fees and charges, excluding: (1) Offsite Medical Care Charges and (2) 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, 2013, 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.e below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5%, but shall in no event be lower than 1.5%.:

i. Maintenance Charge
ii. WER Charge
iii. 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 the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 3%, but shall in no event be lower than 3%:

i. Infirmary Care Surcharge
ii. Psychiatric Care Surcharge

b. Final Fee and Charge Notice for Following Calendar Year. No later than August 15 of each year, the County will provide notice to the City of the final fees and charges listed in this Subsection 5.a for the following calendar year reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.

c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds 8% then, as part of the August 15 final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County's reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the "Expected Inflation Rate") is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

d. 2012 Fees and Charges. Attachment III-1 shows the allocation of **2011 Budgeted Jail Costs** used to derive the 2012 fees and charges, applying the inflators in Subsection 5.a above in order to calculate the fees and charges applicable in 2012 as set forth above in Sections 1, 2, 3 and 4.

e. Five-Year Base Re-set for Fees and Charges. After five years, the base costs on which fees and charges are based will be updated, by applying the previous year's Budgeted Jail Costs to the allocation methodology as illustrated in Attachment III-1. Thus, fees and charges in 2017 will be determined using the model in Attachment III-1 incorporating 2016 Budgeted Jail Costs, and then applying the annual inflators per Subsection 5.a. By **March 1** of the calendar year before each Base Re-set Year, the County will provide the City written notice including a detailed calculation of the re-set fees and charges for the next occurring Base Year (excluding application of inflators, which will be provided

by August 15 per Subsection 5.b above). The Parties shall promptly thereafter meet to review the information and will work in good faith to resolve any questions or issues by May 1 of calendar year preceding the Base Re-set Year. In the event that the County implements a new accounting system that makes it impracticable to generate the same cost allocations shown in the cost model illustrated in Attachment III-1, the Parties agree that technical adjustments may be made to the rate model in order to recreate as nearly as practicable the original rate model.

By way of illustration and without limitation:

- Year 2013 fees and charges are determined by applying the inflators to 2012 fees and charges per Subsection 5.a.
- Year 2014 fees and charges are determined by applying the inflators to 2013 fees and charges per Subsection 5.a.
- Year 2015 fees and charges are determined by applying the inflators to 2014 fees and charges per Subsection 5.a.
- Year 2016 fees and charges are determined by applying the inflators to 2015 fees and charges per Subsection 5.a.
- Year 2017 fees and charges are determined by allocating the 2016 Budgeted Costs per the cost model in Attachment III-1 and applying the inflators per Subsection 5.a.
- Year 2018 fees and charges are determined by applying the inflators to 2017 fees and charges per Subsection 5.a.

Definition of Budgeted Jail Costs:

Budgeted Jail Costs means the direct and indirect costs related to operating the Jail, including without limitation health services, per the adopted County Budget approved by the County Council.

Attachment III-1
Illustration of Fee and Charge Calculations

MAINTENANCE (DAILY) CHARGE

PART I: CALCULATION OF THE MAINTENANCE (DAILY) CHARGE

	Based on 2011 Adopted Budget	Budgeted Costs
1	Total Department of Adult and Juvenile Detention	126,871,483
2	Plus County Admin for Detention	4,474,086
3	Remove 70% of court detail	(5,545,872)
4	Less Juvenile Detention and Associated DAJD Admin	(17,768,627)
5	Less CCD Division and Associated DAJD Admin	(6,047,574)
6	Less WER Secure Detention Costs	(1,553,522)
7	Less 1:1 Guarding Detention	(2,335,103)
8	Less Psych Housing DAJD	(3,050,414)
9	Less 29.44% of DAJD Booking Costs (Booking Fee line 3)	(4,186,451)
10	**SUBTOTAL DETENTION COSTS for Daily Maintenance**	**90,858,006**
11	Total Jail Health Services (JHS) Costs	27,415,896
11a	Less Off Site Medical	-
11b	Less Psych Services JHS	(3,325,962)
11c	Less Infirmary JHS	(1,665,769)
11d	Less Booking Costs - JHS ONLY	(2,744,549)
12	**SUBTOTAL JAIL HEALTH COSTS for Daily Maintenance Charge**	**19,679,616**
13	**SUBTOTAL DAJD plus JHS for Daily Maint. Only**	**110,537,622**
14	Less DAJD Cost Recoveries	
14a	SMC Transport	(192,559)
14b	Medical Reimbursement	(19,000)
14c	SSI Incentive	(100,000)
14d	Bulletproof Vest Reimbursement	(5,000)
14e	IWF CX Transfer	(531,810)
14f	SCAAP	(883,136)
15	**Subtotal DAJD Cost Recoveries**	**(1,731,505)**
16	**NET Maintenance Costs**	**108,806,117**
17	Total Maintenance Days	875,807
18	Average Maintenance Days	2,399
19	**Cost per General Maintenance Day PRIOR to Capital Expenditure Surcharge**	124.24

PART II: 2011 Costs inflated to 2012

20	3% Increase 2012	127.97
21	2012 CSSP	0.68
22	2012 ISP	3.36
	Total 2012 Daily Maintenance Charge including Debt Service	**$132.01**

NOTES:

1	Based on DAJD 2011 Adopted Budget in Essbase (the budget system).
2	Includes 100% of County Admin for Personnel, F/A Mgmt, Mail, State Auditor, and Budget. In addition, includes $3.57 million of Major Maintenance. This amount is the 2009 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.
3	70% of Court Detail costs are attributed directly to Superior Court, therefore not accessible to the cities and are removed from calculation.
4	Remove Juvenile Detention Division low orgs (cost centers) and associated DAJD Admin.
5	Remove Community Corrections Division (CCD) low orgs (cost centers) and associated DAJD admin.
6	WER is a standalone rate therefore all CCD costs associated with WER including the cost recoveries were removed in line 5. 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.
7	Surcharge for 1:1 guarding is removed from the maintenance charge.
8	Surcharge charge for services associated with housing the Acute Psychiatric Inmates is removed from the maintenance charge.
9	Removal of 29.44% of DAJD's Booking Costs associated with Booking from the maintenance charge. (See Exhibit III, Section 1a).
11 a-d	All jail health services direct and indirect budgeted costs 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. Other remaining direct and indirect Jail Health Services budgeted costs are included in the jail health portion of the maintenance charge.
12	The subtotal of lines 11 through 11d.
13	The subtotal of lines 10 and 12.
14 a-f	Removal of reimbursements received by DAJD.
17	Calculation of total Maintenance days in 2011 is a weighted average of Secure and WER days based on the allocation of percentage of actual costs.
18	Calculation is Line 17 divided by number of days in year.
19	Cost per General Maintenance Day is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III.c.i-III.c.iv.
20	This is the rate for 2012. For future years the inflator will be calculated as described in Exhibit III, Section 5.
21	Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the $84,747,000 that is financed over 20 years (2005-2024). The 2012 charge ($.68) is calculated by taking the amount apportioned for 2012 ($641,773) divided by the number of custodial maintenance days for 2012 (946,036).
22	Debt service ISP is the Integrated Security Project; DAJD is responsible for $42,921,801 that is financed over 20 years (2010-2029). The 2012 ($3.36) charge is calculated by taking the amount apportioned for 2012 ($3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

WORK EDUCATION RELEASE (WER) (DAILY) CHARGE

PART I: CALCULATION OF THE WER (DAILY) CHARGE

	Based on 2011 Adopted Budget	Budgeted Costs
1	Direct Detention Staffing Costs	1,389,308.98
2	Overhead - County and DAJD Admin	164,213.09
3	**Subtotal Direct Detention**	**1,553,522.07**
4	Work Release in Community Corrections	1,481,264.00
5	County, DAJD, and CCD Admin	418,844.34
6	Less WER Revenue	(245,556.00)
7	**Subtotal CCD WER**	**1,654,552.34**
8	**Subtotal Detention and CCD Costs**	**3,208,074.41**
9	**Detention Support Services**	**2,036,453.66**
10	**Total WER (Daily) Costs**	**5,244,528.07**
11	Total WER Maintenance Days	61,320.00
12	**WER Cost/Day**	85.53

PART II: 2011 Costs inflated to 2012

13	3% Increase 2012	88.10
14	2012 CSSP	0.68
15	2012 ISP	3.36
	Total 2012 WER Charge including Debt Service	**$92.14**

NOTES:

1 Detention costs include staffing, shift relief, meal delivery, etc.

2 Overhead is allocated based on proportionate share of the adopted budget.

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

6 WER Inmate payments for room and food charges are backed out of the total costs.

9 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.

11 Budget ADP of 168 multiplied by 365 = 61,320.

12 Cost per WER is PRIOR to the additional cost for capital expenditure charges (e.g. in 2012 seismic retrofit and ISP). See Exhibit III.c.i-III.c.iv.

13 This is the rate for 2012, for future years the inflator will be calculated as described in Exhibit III, Section 5.

14 Debt service CSSP is the Courthouse Seismic Project; DAJD is responsible for 10% of the $84,747,000 that is financed over 20 years (2005-2024). The 2012 charge ($.68) is calculated by taking the amount apportioned for 2012 ($641,773) divided by the number of custodial maintenance days for 2012 (946,036).

15 Debt service ISP is the Integrated Security Project; DAJD is responsible for $42,921,801 that is financed over 20 years (2010-2029). The 2012 ($3.36) charge is calculated by taking the amount apportioned for 2012 ($3,179,500) divided by the number of custodial maintenance days for 2012 (946,036).

BOOKING FEE

PART I: CALCULATION OF THE BOOKING FEE

	Based on 2011 Adopted Budget	Base Booking Fee for those entities that **do not use** King County PR Screeners	Standard Booking Fee for those entities who **do use** King County PR Screeners	Total Budgeted Costs
1	Detention Booking Costs - DAJD	12,715,934		12,715,934
2	Plus County and DAJD Overhead	1,502,994		1,502,994
3	Sub-total - DAJD Booking Cost Before Adjustments	**14,218,928**		**14,218,928**
	Adjustments			
4	Plus Jail Health Intake Services	2,744,549		2,744,549
5	Plus PR Screeners & Overhead	-	1,683,055	1,683,055
6	Sub-total - Booking Cost Adjustments	**2,744,549**	**1,683,055**	**4,427,604**
7	**Total Booking Costs**	**16,963,477**	**1,683,055**	**18,646,532**
8	**Less DAJD Booking Cost Recovered in Daily Maint.**	10,032,477		
	% of DAJD Booking Cost	70.56%		
9	**Total Book Cost included in Calculation**	**6,931,000**		
	% of Base Booking Cost	40.86%		
11	Bookings	47,594	37,717	
12	**Booking Fee**	145.63	44.62	
	3% Increase 2012	150.00	45.96	

PART II: 2011 Costs inflated to 2012

		Base Booking Fee for those entities that **do not use** King County PR Screeners	Standard Booking Fee for those entities who **do use** King County PR Screeners
13	3% Increase 2012	**$150.00**	**$195.96**

NOTES:

1 Based on the DAJD 2011 Adopted Budget, in both the KCCF and RJC Cost Center (Orgs) from Essbase (the budget system).

2 Overhead is allocated based on proportionate share of the adopted budget including allocating costs to the booking charge.

3 Total of lines 1 and 2

4 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 PR Screeners are part of the Community Corrections Division (CCD). PR Screener costs are part of the Standard Booking Fee charged to any cities using the County's PR Screeners. Refer to Exhibit III Section 2b on how the City can qualify for the Base Booking Fee which does not include the costs for the County's PR Screeners.

6 Total of lines 4 and 5.

7 Total of lines 3 and 6.

8 Represents total amount $10,032,477 and percentage (70.56%) of DAJD Booking Costs recovered in the Daily Maintenance Fee. The remaining 29.44%, $4,186,451(ties to Line 9 Daily Maintenance Calculation), is included in Line 9 Total Booking Cost.

9 Represents the amount of total booking costs (including Jail Health Intake Services, line 4) and percentage (40.86%) used to calculate the Base Booking Fee of $150. Calculation: Line 3 $14,218,928 plus Line 6 $2,744,549 less Line 8 ($10,032,477). See Exhibit III Section 2.

11 Total budgeted Bookings are used to calculate the base and standard booking fees.

12 Calculated Fee prior to 2012 Inflation.

13 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

INFIRMARY (DAILY) SURCHARGE JAIL HEALTH SERVICES (JHS)

PART I: CALCULATION OF THE INFIRMARY (DAILY) SURCHARGE (JHS)

	Based on 2011 Adopted Budget	Budgeted Costs
1	JHS Infirmary Services Staffing Costs	1,332,615
2	JHS Infirmary Non-Staffing Costs	333,154
3	Total JHS Infirmary Costs	1,665,769
4	Average maintenance days for the Infirmary (Location: Infirmary or successor location)	24.60
5	**JHS Infirmary Fee per inmate/day**	185.52

PART II: 2011 Costs inflated to 2012

6	4.5% Increase 2012	**$193.87**

NOTES:

1 2011 Budgeted 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 2009 Amendment rate was in place in September, 2008 (at the time the cost model was updated).

2 2011 Budgeted costs for pharmaceuticals (including intravenous medications and supplies), medical supplies and medical equipment for Inmates in the Infirmary.

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

4 Budgeted Maintenance Days for Infirmary Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" - Infirmary - Total ADM.

6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

PSYCHIATRIC CARE SERVICES DAILY JAIL HEALTH SERVICES (JHS)

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

	Based on 2011 Adopted Budget	Budgeted Costs
1	JHS Psychiatric Services Staffing Costs	2,926,847
2	JHS Psychiatric Services Non-Staffing Costs	399,115
3	Total JHS Psychiatric Services Costs	3,325,962
4	Average maintenance days for Inmates receiving Psychiatric Care Services	156.10
5	**JHS Psychiatric Services Fee per inmate/day**	58.37

PART II: 2011 Costs inflated to 2012

6	4.5% Increase 2012	**$61.00**

NOTES:

1 Budgeted 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 2009 Amendment rate was in place in September, 2008 (at the time the cost model was updated).

2 Budgeted 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 Budgeted 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).

6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

ACUTE PSYCHIATRIC HOUSING (DAILY) SURCHARGE

PART I: CALCULATION OF THE ACUTE PSYCHIATRIC HOUSING (DAILY) COMPONENT OF THE ACUTE PYSCHIATRIC SURCHARGE

	Based on 2011 Adopted Budget	Budgeted Costs
1	Direct Detention Staffing Costs	2,727,974
2	Overhead - County and DAJD Admin	322,440
3	Total Acute Psych Jail Costs	3,050,414
4	Average Maintenance Days for Acute Psych Housing (7North location or successor location)	50.60
5	**Acute Pysch Housing (Daily)**	165.16

PART II: 2011 Costs inflated to 2012

6	3% Increase 2012	**$170.11**

NOTES:

1 Detention costs include staffing (salaries, benefits, meals).

2 Overhead allocated based on proportionate share of the budgeted costs.

3 Budgeted Maintenance Days for 7North Location or Successor Location as defined in "Maintenance Day Population by Jurisdiction and Housing Type" – Acute Psych - Total ADM.

6 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

1:1 GUARDING (HOURLY) SURCHARGE

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

		2011 Est. Costs
1	Direct Detention Staffing Costs	2,088,274
2	Overhead - County and DAJD Admin	246,829
3	Total 1:1 Guarding Costs	2,335,103
4	Average Officers per day	4.76
5	1:1 Guarding Cost/Day	1,343.67
6	**1:1 Guarding Cost/Hour**	55.99

PART II: 2011 Costs inflated to 2012

7	3% Increase 2012	**$57.67**

NOTES:

1 Direct Detention Staffing Costs are determined using the following methodology
Actual 1:1 Guarding Hours X Avg. CO Hourly Overtime Rate = Direct Staffing Costs

Avg. CO Hourly Overtime Rates is derived from the 2011 Essbase PSQ Salary file, taking the average Overtime hourly rate for a Corrections Officer, and increasing by 3% for Gun Qualification Premium.

2 Overhead is allocated based on proportionate share of the budgeted costs.

4 Calculation: 1:1 Guarding Hours / # of days in year / 24 hours = Average Officers per day.

5 Calculation: Line 3 / (Average Officers per day x # of days in year).

6 Calculation: Line 5 / 24hrs.

7 This is the rate for 2012. Future years the inflator will be calculated as described in Exhibit III, Section 5.

Attachment III-2
Summary Description of Medical 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.*