

RESOLUTION R 3192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A CONTRACT WITH KING COUNTY FOR JAIL SERVICES AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN SAID CONTRACT ON BEHALF OF THE CITY.

WHEREAS, pursuant to the Inter-Local Cooperation Act, RCW Chapter 39.34 and the City/County Jails Act, RCW Chapter 70.48 as amended, the City of Kirkland and King County have agreed to enter into a contract for jail services to be provided by King County through June 30, 1991; and

WHEREAS, said contract is the product of negotiations between King County, the City of Seattle and the Suburban Cities Association Jail Advisory Committee as well as the City of Kirkland;

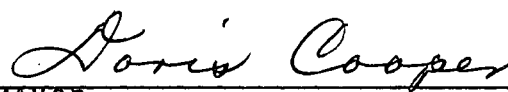
Now, therefore, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. That certain contract for jail services between the City of Kirkland and King County, copy of which is attached to the original of this resolution and by this reference incorporated herein, is hereby approved. Said contract shall extend to June 30, 1991 with provision for renewal from year to year thereafter and may be amended or modified at any time upon written mutual consent of the parties.

Section 2. The City Manager is hereby authorized and directed to sign said contract on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 17th day of June, 1985.

Signed in authentication thereof this 17th day of June, 1985.


MAYOR

ATTEST:


Director of Administration & Finance
(ex officio City Clerk)

CONTRACT FOR JAIL SERVICES

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

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

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

- 15 1. The person is booked or confined by reason of violating or
16 allegedly violating a City ordinance;
- 17 2. The person is booked or confined by reason of a Court warrant
18 issued either by the City's Municipal Court or District Court when acting as
19 the City's Municipal Court;
- 20 3. The person is booked or confined by reason of violating or
21 allegedly violating state statute (state misdemeanor or gross misdemeanor) and
22 the person could have been booked or confined by reason of violating or
23 allegedly violating a City ordinance for the same or similar activity;
- 24 4. The person is booked or confined by reason of a Municipal Court
25 or District Court (when acting as the City's Municipal Court) order; or
- 26 5. The person is booked or confined by reason of Subsections 1, 2,
27 3, or 4 above, in combination with charges, investigation of charges, and/or
28 warrants of other governments, and the booking or confinement by reason of
29 subsections 1, 2, 3, or 4 above is determined to be the most serious charge in
30 accordance with Exhibit I.

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

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

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

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

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

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

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

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

1 relating to more equitable distribution of prisoner confinement costs have
2 become or will become available, the parties shall meet to discuss changes to
3 the above definition of Prisoner Day.

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

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

15 A. The booking fee shall be assessed for City Prisoners booked by or
16 on behalf of the City into the Jail for registering, fingerprinting,
17 photographing, and initial screening and examination of persons presented for
18 confinement; for inventorying and safekeeping of their personal property; for
19 maintaining the Jail register (book of arrests) and such other booking
20 functions as may be established pursuant to this contract, by order of a
21 court of competent jurisdiction and/or by the State of Washington. The
22 booking fee shall be established annually pursuant to the procedure set forth
23 in Exhibit III. Each year, the procedure shall include an adjustment to the
24 booking fee established for the following year to account for the difference
25 between the total booking fees billed to all cities and towns during the
26 previous year and the County's actual costs of providing booking services for
27 prisoners of all cities and towns during that year. On or about September 1
28 of each year, the County shall provide the City with an estimate of the
29 booking fee for the following year.

30 B. The maintenance charge shall be assessed for a City Prisoner for
31 each Prisoner Day. The maintenance charge shall be established annually,
32 based on the County's "Net Maintenance Fee" which shall be determined using
33 the procedure set forth in Exhibit IV. Each year, the procedure shall include

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

7 C. Billing and Billing Dispute Resolution Procedure:

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

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

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

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

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

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

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

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

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

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

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

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

28 VI. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Exhibit II -- Exception to Billing Procedure

6 Exhibit III -- Booking Fee

7 Exhibit IV -- Net Maintenance Fee

8 Exhibit V -- Jail Advisory Committee

9 The contract represents the entire understanding of the parties and
10 supersedes any oral representations that are inconsistent with or modify its
11 terms and conditions. The parties hereto specifically waive any rights,
12 causes or claims arising from or related to any preceding contract for jail
13 services between the parties as they relate to billings, definition of
14 prisoners, definition of Prisoner Day, audit findings, or any other dispute
15 relating to the establishment or administration of the billing system;
16 Provided, nothing contained herein shall affect or modify any past, present or
17 future right or obligation of either party pursuant to Section VI,
18 Indemnification; Provided further, as condition precedent to the entry and
19 effect of this contract, all billings and charges arising under any preceding
20 contract for jail services shall be current.

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

23 KING COUNTY

THE CITY OF

24
25 By: _____

By: _____

26 Title: _____

Title: _____

27 Date: _____

Date: _____

28 Acting under authority of
29 Motion _____

Acting under authority of
Ordinance _____

30 Approved as to form:

Approved as to form:

31
32 _____
Prosecuting Attorney

_____ City Attorney

Method of Determining Billable Charge and Agency

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

The procedure for selecting the billable charge is as follows. The program will proceed in sequence through the series of procedures only as far as needed to isolate one charge as billable.

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

BOOKING FEE¹ - 1985

DAD* UNIT COST

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

1 Year-end adjustments based on actual COLA, number of bookings, and/or other budget adjustments will increase or decrease the unit cost and the City billings would be adjusted accordingly the following year.

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

* DAD = Department of Adult Detention.

* COLA = Cost of Living Adjustment.

NET MAINTENANCE FEE¹ - 1985

DAD/DFM* UNIT COST

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

*DAD = Department of Adult Detention.

*DFM = Division of Facilities Management.

*COLA = Cost of Living Adjustment.

¹ Year-end adjustments based on actual COLA, number of bookings, and/or other budget adjustments will increase or decrease the unit cost and the City billings will be adjusted accordingly in the following year.

² The Department of Adult Detention expenditures for housing and guarding prisoners and for furnishing necessary Jail medical and health care services. An example of DAD's 1981 Budget is contained in Exhibit XII.

³ Direct County Support Costs, incurred by County departments other than DAD for operation, maintenance and repairs to the Jail. This cost category includes the costs of providing heat, ventilation, and air-conditioning, elevator maintenance and repair, garbage disposal, electricity, engineers, electricians, plumbers, custodians, steamfitters, carpenters, and all necessary materials

and supplies, as provided in the King County Budget for the Department of Executive Administration, Facilities Management Division. The parties agree that the attached itemization of direct County overhead costs for 1980 (Exhibit VI) represents King County's initial direct costs chargeable to this category, which may be modified hereafter to reflect actual costs incurred by the County in this category. All charges will be documented by work orders, invoices, etc. and will be actual costs considered in the year-end adjustment.

For City of Seattle only, a credit will be given for direct costs associated with use of the Public Safety Building (PSB) Jail by King County Adult Detention for that time period during which King County is using the PSB as a King County jail location; and for other direct support such as photography services on an actual basis. The basis and extent of the City of Seattle's credit is discussed in Exhibit VIII.

- 4 Indirect Support Costs attributable to the Jail include the specialized support services such as window cleaning, supervisory functions for the above described direct costs, Systems Services development costs, and other appropriate Facilities Management costs attributable to the Jail as specifically agreed to by the City, which are based on percent of time allocated for the existing components of this cost category. These will be modified to reflect the actual costs incurred by the County at the year-end adjustment. The parties agree that the functions, allocations, and percentages expressed in Exhibit VII are the initial components of this cost category, which may be modified hereafter to reflect the actual costs incurred by the County in this category.
- 5 County Revenue Credits Accrue From:
 - a. DAD revenue from other jurisdictions, excluding booking and maintenance revenues from such other jurisdictions, including grants which provide revenue reflected as part of DAD expenditures, revenues from work release program, commissary revenue, revenue from involuntary treatment payments, revenues from abandoned property of persons, or similar Jail-related revenues;
 - b. Grants from other governmental agencies for or used in Jail maintenance or operations, but excluding grants for capital improvements or from other municipal corporations in King County under a similar agreement; and
 - c. Grants and donations from private individuals.
 - d. Revenue credits exclude litigation expenses allocable under Section VI; any payments as punitive damages; depreciation; and general governmental expenses that would not qualify as an allowable cost under regulations for federal or state cost reimbursement contracts.
- 6 A credit is given for the salary and benefit costs of 2 FTE Corrections Officers from Court Detail (DAD), which covers the cost of service provided to the King County Department of Public Safety and does not benefit other City jurisdictions.

JAIL ADVISORY COMMITTEECommittee Purpose

The purpose of the Committee is to provide consultation and recommendations to the King County Executive through the Department of Adult Detention on matters relating to policy, budgeting, billing, planning, and operations of the King County Jail.

Committee Size and Composition

The Committee shall be composed of eight persons including the following:

- County Executive Office Representative
- City of Seattle Representative
- Director, Department of Adult Detention (Chairman)
- Suburban City Mayor Representative (3)
- Suburban City Police Representative (2)

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

- o cities with either "correction" or "detention" facilities;
- o cities with "holding" facilities; and
- o cities with no jail facilities.

The suburban members should also, to the extent feasible, represent cities from each of the major geographical areas of the County.

Appointment of Members

The City of Seattle Representative will be appointed by the Mayor of Seattle. The suburban city representatives will be appointed through a process defined by the Suburban Cities Association in conjunction with the Police Chief's Association. At a minimum this process will include final identification of Committee members by the President of the Suburban Cities Association on an annual basis.

Terms of Committee Membership

The composition of the Committee shall be reviewed annually in January during which time consideration will be given to changing and/or continuing specific members of the Committee.