

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Amendment to Interlocal Agreement for Jail Services with Yakima County
DEPARTMENT: City Manager's Office
PRESENTED BY: Robert Olander, Deputy City Manager

PROBLEM/ISSUE STATEMENT:

Attached for Council consideration is an amendment to our current interlocal agreement for Jail services with Yakima County. This amendment has been negotiated on behalf of the consortium cities over the past 18 months in response to lower than anticipated usage of beds at the Yakima County Jail. The negotiating team included representatives from Renton, Bellevue, Burien, Seattle, Auburn, Federal Way and Redmond. The purpose of the amendment is primarily to provide for a lower cost for at least a portion of the unused beds. The total aggregate obligation is for 440 beds per day, and this agreement provides that 100 of these will be charged at a lower cost if unused. Shoreline's commitment is for 18 beds per day and the proportional share outlined in this agreement allows for 4 to 5 unutilized beds to be billed at the lower rate. The reduced rate fee for unused beds is \$28.45/day as compared to the full rate of \$59.04 (plus \$5.79 medical fee for used beds) for 2005. This lower rate still allows Yakima County to recoup its debt service and fixed costs for the jail expansion that was necessary to accommodate City misdemeanor prisoners. In addition, this amendment creates a process for quarterly and annual reconciliation and establishes appropriate medical and therapeutic charges.

FINANCIAL IMPACT:

This amendment would provide the City of Shoreline potential cost savings up to \$44,661 annually. Based on 2005 rates, the difference between the full bed cost and reduced rate cost is \$30.59/day. If all four beds were not utilized this amounts to \$122.30/day or \$44,661/year. The annual meeting of the "Jail Assembly" approved this amendment on November 10 and recommends adoption by all member cities. The Assembly is the group of elected officials representing all participating cities which provides oversight for the agreement. Councilmember Ransom represented Shoreline at this meeting.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to sign the attached

amendment to the interlocal agreement with Yakima County.

Approved By: City Manager  City Attorney 

Attachment A: Second Amendment to Interlocal Agreement with Yakima County

Attachment B: Memorandum on jail usage

SECOND AMENDMENT TO

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE, AND TOWN OF YARROW POINT, WASHINGTON FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Second Amendment") is entered into and is effective the 31st day of December 2004 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

Whereas, Yakima County and the Cities above named have entered into an Interlocal Agreement for housing of City inmates by Yakima County on August 27, 2002 (Agreement); and

Whereas Yakima County and the Cities entered into an addendum to the Interlocal Agreement for Housing of Inmates by Yakima County effective October 31, 2002 (Addendum) and

Whereas, the parties desire to amend the Agreement and Addendum to further clarify the responsibilities of the respective parties;

NOW THEREFORE, the Parties agree as follows:

1. Section 3 of the Addendum is amended in its entirety as follows:

DURATION: The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of the Agreement. Yakima County agrees to extend the Agreement, as amended, for an additional two years if mutually agreeable to Yakima County and the Cities and the Cities notify Yakima County at least 18 months prior to December 31,

2010. Thereafter, this Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

2. Section 7c of the Agreement is amended in its entirety as follows:

(c) **Billing and Payment.** Yakima County shall provide each of the Cities with individual monthly statements itemizing the names of each City Inmate who is receiving care from Yakima County, the case or citation number, and the number of days of care, including the date and time booked into the Yakima County jail facilities and the date and time released from the Yakima County jail facilities. Yakima County shall pro-rate the Bed Maintenance Fee and the Medical Premium (hereinafter "Daily Fee") of any City Inmate that has multiple charges among the Cities by dividing the Daily Fee pro-rata among those Cities with such multiple charges. Each City's individual monthly statement shall also include a statement showing the number of bed days used by all other Cities. Yakima County agrees to provide said statement for each month on or about the 10th day of the following month. Payment shall be due to Yakima County within thirty (30) days from the date the statement is received. Payments not received by the 30th day shall bear interest at the rate of 1 % per month until payment is received.

3. A new Section 7d of the Agreement is added as follows:

a. **Reconciliation:** Effective October 1, 2003, Yakima will bill each city quarterly for unused beds (the difference between the City's minimum daily bed commitment as provided in Attachment A to this Second Addendum and the City's actual Average Daily Population (ADP) for the quarter). The rate for the unused beds will be the Bed Maintenance Fee as provided in Section 6 (a) of this Second Amendment below, except a portion of the unused beds shall be charged at the Reduced Rate Fee. The number of each city's unused beds that will be charged at the Reduced Rate Fee are as provided in Attachment B (Unused Bed Allocation Chart created by the Cities).

b. Yakima County will annually reconcile each City's unused beds (the difference between the City's Minimum Bed Commitment and the City's actual ADP per quarter) on a calendar year basis. Through the annual reconciliation process, Yakima County will provide credits in the fourth quarter bill to each city to the extent that the actual annual ADP paid exceeds the City's Minimum Bed Commitment up to the fee paid by said city per quarter for unused beds. If a City's annual ADP exceeds the annual minimum daily bed commitment (hereinafter "net overage") Yakima County will allocate the total net overage as a credit on a pro rata basis to those Cities whose annual ADP did not meet their annual minimum daily bed commitment. If a City did not fully use their share of the Reduced Rate Fee beds as specified in Attachment B, those beds will be allocated on a pro rata basis to Cities that did not meet their Minimum Bed Commitment. The Cities will provide Yakima County with the appropriate allocation to each city of credits and division of the annual reconciliation bill for unused beds based on separate agreement among the Cities. Attachment C shows a method for this annual reconciliation. Reconciliation payments, both quarterly and annual will be due 30 days from the date the

billing is received. There will be no interest payments charged on any 2003 or 2004 Reconciliation bills issued prior to the effective date of this addendum.

c. 2003 Reconciliation:

The 2003 reconciliation will be based on Section 7 (d) of the Agreement and Section 6 (a) of the Addendum. Under this agreement, Cities will pay \$568,391 to Yakima for the fourth quarter 2003 reconciliation pursuant to Cities Allocation Agreement. (Attachment C shows the method for the payment by individual cities of the unused beds for the 2003 Reconciliation). There will be no interest payments charged on the 2003 Reconciliation, provided 2003 reconciliation is paid within 30 days of receipt of billing.

Section 6 of the Addendum is hereby amended in its entirety to provide as follows:

a. Daily Fee. In consideration of Yakima County's commitment to provide care for City Inmates, the Cities agree to pay Yakima County fees for the housing and care of each City Inmate, as provided in this Amendment as follows:

Year	Bed Maintenance Fee	Medical Premium	Reduced Rate Fee
2002	\$51.00	\$5.00	
2003	\$53.55	\$5.25	\$27.75
2004	\$56.23	\$5.51	\$27.75
2005	\$59.04	\$5.79	\$28.45
2006	\$61.99	\$6.08	\$29.19
2007	\$65.09	\$6.38	\$29.96
2008	\$68.34	\$6.70	\$30.77
2009	\$71.76	\$7.04	\$31.62
2010	\$75.35	\$7.39	\$32.51

1. Yakima County shall not charge a booking fee or any other fees in connection with the care of City Inmates except as specifically provided in the Interlocal Agreement between Yakima County and Cities, as amended.
2. Effective October 1, 2003, the Cities shall pay the Bed Maintenance Fee set forth in Paragraph 2 above on 340 beds, even if they are unused and for all inmates exceeding the 340 bed Cities Inmate population.
3. Effective October 1, 2003, the Cities shall pay the Reduced Rate Fee in Paragraph 2 above for each unused bed exceeding 340 up to a maximum of the 440 bed commitment. Provided however, that payment for unused beds exceeding 340 shall not be required for any period of time when the total Yakima County jail population (including all contract inmates) exceeds 1,500. At such time, Yakima County shall not charge Cities for unused beds. Yakima County intends to use the Reduced Rate Fees solely for debt service payments and operational costs related to Yakima County Department of Corrections and

Security. At the end of each year, Yakima County will provide an annual report which shows the cost of debt service payments and operational costs for Yakima County Department of Corrections and Security exceeds the total Reduced Rate Fees collected.

4. Medical Premium:
- A. Yakima County shall pay for all medical, dental and psychiatric (including therapeutic) costs as authorized in this Addendum of the City's Inmates in exchange for the above listed Medical Premium.
 - B. Effective October 1, 2003, Cities will pay the Medical Premium per City Inmate only on used beds. The Medical Premium shall not be paid on unused beds.
 - C. Yakima County shall be permitted to use the Medical Premiums for psychiatric services including in-custody therapeutic services which 1) are court ordered, or 2) a) meet a Diagnostic Statistical Manual IV Diagnosis, and b) are deemed medically necessary by a Mental Health Professional and c) for which the inmate agrees to treatment. Medical Premiums shall not be used for psychiatric services which do not meet the conditions above except where such services are approved by the City in writing prior to the service being rendered.
 - D. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric or dental service provided. Yakima County will provide detailed information regarding the description and total cost of therapeutic services and the approximate proportionate share of use of the services consumed by Cities inmates. In-custody therapeutic costs for Cities will be calculated by applying the percentage of the Cities' inmates proportionate share of use of the services provided by Yakima County's behavioral health service provider, which is currently Central Washington Comprehensive Mental Health, to the actual cost of the total contract for Yakima County's behavioral health service provider.
 - E. Each quarter Yakima County shall send to the Cities an accounting of the Medical Premium Fund.
 - F. In the event Yakima County's actual authorized medical, psychiatric, and dental costs for a quarter exceed the funds available in the Medical Premium fund at the close of the quarter, the Cities agree to compensate Yakima County for all said costs exceeding the funds available at the end of the quarter within 30 days following receipt of said medical billing.
 - G. Upon the effective date of this Second Amendment, Yakima County shall have and shall maintain a Pharmacy Agreement or in-house pharmacy.

H. An ongoing review process will be established between Yakima County and the Cities to address concerns about accountability for costs and services.

<p>BOARD OF YAKIMA COUNTY COMMISSIONERS</p> <p>By: _____ Ronald F. Gamache, Chairman</p> <p>By: _____ James M. Lewis, Commissioner</p> <p>By: _____ Jesse S. Palacios, Commissioner</p>	<p>ATTEST:</p> <p>_____ Carla Ward, Clerk of the Board of Yakima County Commissioners</p> <p>Approved as to Form:</p> <p>_____ Ronald S. Zirkle Yakima County Prosecuting Attorney</p>
<p>CITY OF ALGONA, WA</p> <p>By: _____ Glenn Wilson, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ George Kelley, Algona City Attorney</p>
<p>CITY OF AUBURN, WA</p> <p>By: _____ Pete Lewis, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Daniel B. Heid, Auburn City Attorney</p>
<p>TOWN OF BEAUX ARTS VILLAGE, WA</p> <p>By: _____ Charles R. Lowry, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Wayne Stewart, Town Attorney</p>
<p>CITY OF BELLEVUE, WA</p> <p>By: _____ Steve Sarkozy, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Lori Riordan, Acting City Attorney</p>
<p>CITY OF BLACK DIAMOND, WA</p> <p>By: _____ Howard Botts, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____ Loren D. Combs, City Attorney</p>

<p>CITY OF BOTHELL, WA</p> <p>By: _____ Jim Thompson, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Michael E. Weight, Bothell City Attorney</p>
<p>CITY OF BURIEN, WA</p> <p>By: _____ Gary P. Long, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Lisa Marshall, Burien City Attorney</p>
<p>CITY OF CARNATION, WA</p> <p>By: _____ Woody Edvalson, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Phil A. Olbrechts, Carnation City Attorney</p>
<p>CITY OF CLYDE HILL, WA</p> <p>By: _____ George S. Martin, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Clyde Hill City Attorney</p>
<p>CITY OF COVINGTON, WA</p> <p>By: _____ Andy Dempsey, City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Duncan C. Wilson, Covington City Attorney</p>
<p>CITY OF DES MOINES, WA</p> <p>By _____ City Manager</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Des Moines City Attorney</p>
<p>CITY OF DUVALL, WA</p> <p>By: _____ Becky Nixon, Mayor</p> <p>Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>John L. O'Brien, Duvall City Attorney</p>
<p>CITY OF FEDERAL WAY, WA</p> <p>By: _____ David H. Moseley, City Manager</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Federal Way City Attorney</p>

Estimated ADP: _____	
CITY OF ISSAQUAH, WA By: _____ Ava Frisinger, Mayor Estimated ADP: _____	Approved as to Form: _____ Wayne D. Tanaka, Issaquah City Attorney
CITY OF KENMORE, WA By: _____ Stephen L. Anderson, City Manager Estimated ADP: _____	Approved as to Form: _____ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA By: _____ David Ramsay, City Manager Estimated ADP: _____	Approved as to Form: _____ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By: _____ David R. Hutchinson, Mayor Estimated ADP: _____	Approved as to Form: _____ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By: _____ John F. Starbard, City Manager Estimated ADP: _____	Approved as to Form: _____ Maple Valley City Attorney
CITY OF MEDINA By: _____ Douglas J. Schulze, City Manager Estimated ADP: _____	Approved as to Form: _____ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA By: _____ Richard M. Conrad, City Manager Estimated ADP: _____	Approved as to Form: _____ Londi K. Lindell, Mercer Island City Attorney

<p>CITY OF NEWCASTLE, WA</p> <p>_____</p> <p>Andrew J. Takata, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Newcastle City Attorney</p>
<p>CITY OF NORMANDY PARK, WA</p> <p>By: _____</p> <p>Merlin MacReynold, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Susan Rae Sampson, Normandy Park City Attorney</p>
<p>CITY OF NORTH BEND, WA</p> <p>By: _____</p> <p>Joan Simpson, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Michael R. Kenyon, North Bend City Attorney</p>
<p>CITY OF PACIFIC, WA</p> <p>By: _____</p> <p>Howard Erickson, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Bruce Disend, Pacific City Attorney</p>
<p>CITY OF REDMOND, WA</p> <p>_____</p> <p>Rosemarie Ives, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Redmond City Attorney</p>
<p>CITY OF RENTON, WA</p> <p>By: _____</p> <p>Kathy Keolker-Wheeler, Mayor Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Lawrence J. Warren, Renton City Attorney</p>
<p>CITY OF SAMMAMISH, WA</p> <p>By _____</p> <p>Ben Yazici, City Manager Estimated ADP: _____</p>	<p>Approved as to Form:</p> <p>_____</p> <p>Bruce Disend, Sammamish City Attorney</p>
<p>CITY OF SEATAC, WA</p> <p>By: _____</p>	<p>Approved as to Form:</p> <p>_____</p>

_____, City Manager Estimated ADP: _____	Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By: _____ Gregory J. Nickels, Mayor Estimated ADP: _____	Approved as to Form: _____ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By: _____ Steven Burkett, City Manager Estimated ADP: _____	Approved as to Form: _____ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By: _____ Skip Mackner, Mayor Estimated ADP: _____	Approved as to Form: _____ Skykomish City Attorney
CITY OF SNOQUALMIE, WA By: _____ Randy Fuzzy Fletcher, Mayor Estimated ADP: _____	Approved as to Form: _____ Pat Anderson, Snoqualmie City Attorney
CITY OF TUKWILA, WA By: _____ Steve Mullet, Mayor Estimated ADP: _____	Approved as to Form: _____ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By: _____ Pete Rose, City Manager Estimated ADP: _____	Approved as to Form: _____ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT By: _____ Jeanne R. Berry, Mayor Estimated ADP: _____	Approved as to Form: _____ Wayne Stewart, Yarrow Point Town Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, _____, to me known to be the City Manager/Mayor of the City/Town of _____, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this _____ day of _____, 2002.

(notary signature)

(typed/printed name of notary)

Washington

Notary Public in and for the State of

My commission expires: _____

Interlocal to be filed with the Yakima County Auditor

Attachment A
Minimum Daily Bed Commitment by City

City	Yakima Commitment
Algona	3.0
Auburn	88.5
Bellevue	27.0
Bothell	2.0
Burien	4.0
Covington	2.4
Des Moines	17.0
Duvall	1.0
Federal Way	29.0
Issaquah	2.0
Kenmore	3.0
Kirkland	12.5
Lake Forest Park	2.5
Medina	0.7
Mercer Island	4.0
Normandy Park	0.4
North Bend	2.0
Redmond	20.0
Renton	27.0
Sammamish	1.5
SeaTac	4.1
Seattle	155.0
Shoreline	18.0
Snoqualmie	1.0
Tukwila	11.0
Woodinville	1.5
Total	440.1

Attachment B
Initial Allocation of 100 Reduced Rate Beds

Agencies	Yakima Commitment	% Share	Initial 100 Bed Distribution
Algona	3.0	0.7%	0.7
Auburn	88.5	20.1%	20.1
Bellevue	27.0	6.1%	6.1
Bothell	2.0	0.5%	0.5
Burien	4.0	0.9%	0.9
Covington	2.4	0.5%	0.5
Des Moines	17.0	3.9%	3.9
Duvall	1.0	0.2%	0.2
Federal Way	29.0	6.6%	6.6
Issaquah	2.0	0.5%	0.5
Kenmore	3.0	0.7%	0.7
Kirkland	12.5	2.8%	2.8
Lake Forest Park	2.5	0.6%	0.6
Medina	0.7	0.2%	0.2
Mercer Island	4.0	0.9%	0.9
Newcastle	0.0	0.0%	0.0
Normandy Park	0.4	0.1%	0.1
North Bend	2.0	0.5%	0.5
Redmond	20.0	4.5%	4.5
Renton	27.0	6.1%	6.1
Sammamish	1.5	0.3%	0.3
SeaTac	4.1	0.9%	0.9
Seattle	155.0	35.2%	35.2
Shoreline	18.0	4.1%	4.1
Snoqualmie	1.0	0.2%	0.2
Tukwila	11.0	2.5%	2.5
Woodinville	1.5	0.3%	0.3
Total	440.1	100.0%	100.0

Note: as part of the annual reconciliation, reduced rate beds initially allocated to cities that only need part or none of their share will be reallocated to the remaining cities.

Attachment C: Explanation of Annual Reconciliation Per Amendment # 2, Section 3 b.

City A

- Minimum bed commitment: 27 beds
- Estimated share of reduced rate beds: 6.1
- 2004 Actual Use: 25 first quarter; 27 second quarter; 30 third quarter; 38 fourth quarter; 30 for the whole year.

By the end of 2004, City A has averaged 30 beds for the whole year; however, its use has fluctuated from quarter to quarter. Each month, City A pays for its actual bed use. At the end of the first quarter, City A pays for two additional beds at the reduced rate (the difference between its actual bed use and its minimum commitment). The second and third quarters, City A pays for its actual bed use (which equaled or exceeded its bed commitment). As part of the fourth quarter reconciliation, City A is given a credit for its first quarter payment for the two additional beds so that the total City A pays for 2004 equals 30 beds (its actual use). Since City A has fully met its bed commitment, it has no need for its share of the reduced rate beds (it was entitled to 6.1 reduced rate beds). Accordingly, the 6.1 reduced rate beds are reallocated to the cities which did not meet their bed commitment.

City B:

- Minimum bed commitment: 2 beds
- Estimated share of reduced rate beds: .5
- 2004 Actual Use: 2 (however, it fluctuates between 1 and 3 from month to month)

By the end of 2004, City B has averaged two beds for the whole year (its minimum bed commitment). However, in January, it used one bed, in February, it used two beds, and in March it used three beds – averaging out to two beds for the quarter. City B pays for one bed in January, two beds in February, and three beds in March. Since City B has fully met its bed commitment, it has no need for its share of the reduced rate beds (it was entitled to .5 of a reduced rate bed). Accordingly, this .5 reduced rate bed is reallocated to the cities which did not meet their bed commitment.

City C:

- Minimum bed commitment: 155 beds
- Estimated share of reduced rate beds: 35
- 2004 Actual Use: 80 (for the purposes of simplicity, assume every month equals 80 beds).

City C's actual use falls short of its minimum bed commitment. Under this proposal, each month, City C pays for the 80 beds it actually used. At end of each quarter, City C pays the difference between its actual use and its minimum bed commitment (in this case, 35 beds at the reduced rate and 40 beds at the full rate).

At the end of the year, a final reconciliation is performed which not only takes into account City C's bed use, but also incorporates any overages from other cities which exceeded their bed commitment. Based on this final calculation, City C receives 5 more of the reduced rate beds (not all of the cities used their reduced rate beds). By the end of the year, City C will have paid for 40 beds at the reduced rate (35 from the original allocation plus 5 more beds from cities which didn't need the reduced rate beds) and 115 beds at the full rate for a total of 155 beds.

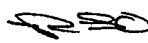
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Memorandum

DATE: November 4, 2004

TO: The Honorable Arthur Chapman, Shoreline District Court Judge
The Honorable Douglas Smith, Shoreline District Court Judge
Sarah Roberts, Shoreline City Prosecutor
James Schlotzhauer, Shoreline Public Defender
Judy Kim, Shoreline District Court Operations Manager
Ian Sievers, Shoreline City Attorney

FROM: Robert L. Olander, Deputy City Manager 

RE: King County Jail Usage

CC: Shoreline City Council
Steven C. Burkett, City Manager

This memorandum is intended to provide you with an update on the current status of the City of Shoreline's usage of King County and Yakima County jail facilities and our future plans. As you may recall, King County has mandated a phase out of city misdemeanor use of King County Jail facilities by 2012. Within that time frame, the contract with King County sets limits for use by all cities at 250 beds per day by January 1, 2005, and for 220 beds per day effective July 1, 2005. Staff from King County have stated they will impose the 250 bed cap effective January 1st but probably will extend the 220 limit in 2005. We then have until 2012 to phase out entirely. Collectively, cities in King County have made progress in reducing use of the King County Jail by 55% since 2001. However, in order to meet the King County cap of 250 beds, cities still need to collectively reduce bed use by about 15%.

City Use of the King County Jail by Year 2001 to 2004 YTD

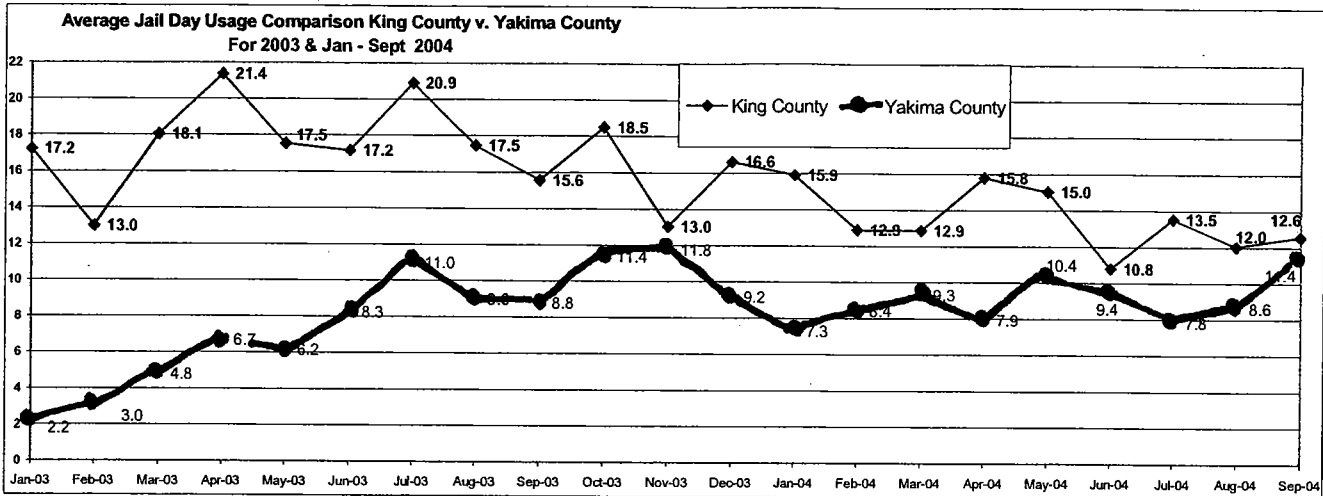
	2001	2002	2003	2004 Aug YTD	Change 2001-2004
Seattle	409	313	250	188	(220) -54%
Cities	239	193	108	105	(134) -56%
Total	648	506	358	294	(354) -55%

All City Use of the King County Jail by Month – 2004

	Total Contract City ADP (Average Daily Population)	Cities	Seattle
February 2004	309	128	181
March 2004	292	119	173
April 2004	315	120	195
May 2004	299	114	184
June 2004	270	73	197
July 2004	287	90	197
August 2004	285	93	192
2004 Average	294	105	188

In order to provide alternative facilities for city misdemeanor prisoners, 27 cities in King County entered into an interlocal agreement with Yakima County to utilize a new expanded Yakima County Jail. We agreed to pay for a minimum of 440 beds per day in order to provide the long-term financial assurance needed by Yakima County to finance and construct the expanded facility. To date, the cities collectively have not been able to attain this level of usage. As a result most cities are currently paying for a significant number of unused beds. The City of Shoreline's share is 18 beds per day and the cost is \$61.74 per bed day. By way of comparison, our costs with King County are \$86.61 per day plus a \$166.54 booking fee. Yakima does not charge a separate booking fee. We have recently agreed to a contract modification to pay a reduced rate (which allows Yakima to recapture debt service and fixed costs) on 100 of these unused beds. With this newest amendment, the City of Shoreline is required to pay for 13 beds at \$61.74 regardless of if we fill those or not and for the remaining 5, we pay \$27.75 per bed that we do not fill. To explain this further, anytime the City has not filled its 13 bed commitment to Yakima and it sends a prisoner to King County the true cost to the City for that prisoner per day is \$86.61/day + \$61.74/day, not including the booking fee. Once we've met our 13 bed commitment for the day, our cost decreases to \$86.61/day + \$27.75/day. Clearly, neither scenario is optimal and our most important goal should be to achieve our 18 bed/day commitment. Doing so serves both Shorelines's financial and King County contractual goals.

Shoreline's historical usage of both King County and Yakima jails is illustrated below.



As indicated by this information, there is still a need to reduce our King County bed days and increase use of Yakima County. The City of Shoreline sincerely appreciates your continued cooperation in meeting these goals. In the longer term, cities in King County realize that we need to examine the cost and feasibility of providing for our own secure misdemeanor facilities. King County cities will be initiating a study in 2005 to examine these long-term needs, review alternatives, and to provide recommended solutions. I would value your input and advice as we craft these long-range solutions.

If you have any questions or thoughts on these issues, please do not hesitate to contact me at (206) 546-1297.

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