

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Sign the Interlocal Agreement between the SCORE Jail and the City of Shoreline for Jail Services through December 31, 2019
<b>DEPARTMENT:</b>	CMO
<b>PRESENTED BY:</b>	Scott MacColl, Intergovernmental Relations
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Shoreline is no longer able to utilize the Snohomish County jail as our primary booking and housing facility for Shoreline misdemeanants. Since 2010, Shoreline has primarily utilized the Snohomish County Jail for booking and housing Shoreline misdemeanants, and utilized the King County Jail as a backup and for warrants booked by other law enforcement agencies. Shoreline had 'no minimum bed' contracts with Snohomish County (through 2016) and King County (through 2020), meaning we only pay for the beds we use but there are no guaranteed beds.

Unfortunately, the City received notice late last year that the Snohomish County Jail was running out of room; they officially cancelled the contract as of May 5, 2014. Since receiving notice, the City began the transition out of the Snohomish County jail and began to book solely at the King County Jail. As of May, the City has been solely booking at King County and could continue as we have a contract through 2020. However, costs at King County are prohibitively high and continued usage of their jail as a primary booking and holding facility is not financially sustainable. Staff has therefore negotiated a draft contract with the South Correctional Entity (SCORE) to use as the City's primary booking facility and misdemeanor housing facility.

The SCORE contract tentatively begins on September 1, 2014 and runs through the end of 2015 with two two-year extensions. This allows for a short term 16 month contract to make sure SCORE will work both operationally and financially, and to see if other contracting options are available during that period. If using the jail as the primary booking and housing facility works well, we can extend for another two two-year periods through 2019 to provide some mid-term certainty.

The draft contract includes a bed guarantee and a 25% cap above the guarantee to still retain the lower guaranteed bed rate. If our yearly bed days exceeds the 25% cap, we would then pay the higher rate for all beds above the bed guarantee. To ensure that we stay within the 25% cap, the draft agreement includes guaranteeing 35 beds (43 beds total), meaning we pay for 35 jail bed days regardless of whether or not they are

used and can use up to 43 beds to retain the lower bed rate. Based on staff projections, 35 beds is the appropriate number to meet our misdemeanor population demand without paying for unused beds.

**RESOURCE/FINANCIAL IMPACT:**

The 2014 Jail Budget is \$1.337 million, but is projected to be over budget by years' end by \$700,000 to \$800,000. The proposed SCORE contract would bump the City's 2015 Jail budget to approximately \$1.5 million. However, without signing a new contract with SCORE, the City would continue to solely utilize the King County Jail at a projected 2015 cost of a minimum of \$2.2 million.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to sign the Interlocal Agreement with SCORE for jail services.

Approved By:           City Manager \_\_\_\_\_ City Attorney \_\_\_\_\_

## **INTRODUCTION**

The Snohomish County Jail cancelled the City's existing contract due to lack of space in May of 2014. The jail notified the City last fall that they may run out of space, and that we would no longer be able to book into their facility. During the budget discussions last fall, Council requested that staff review options for jail bed space in the event the Snohomish County jail contract was terminated.

Since the King County Jail is prohibitively expensive as a long term jail option, staff has analyzed alternative options for a primary booking and misdemeanor housing facility. Staff has pursued a contract with the South Correctional Entity (SCORE) in Des Moines, to be the City's primary booking and misdemeanor housing facility (Attachment A - *Draft SCORE Jail Services Interlocal Agreement*).

As staff is still finalizing the proposed Interlocal Agreement with SCORE Jail staff, attached to this staff report is a substantially complete version of the contract. However, the proposed agreement may change once it has been finalized. The final agreement will replace the version attached to this staff report when that occurs.

## **BACKGROUND**

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. Since the City does not own or operate our own municipal jail, we contract for that service. The City solely contracted with the King County Jail for a number of years after incorporation until 2002, when King County's jail projections identified they would run out of space for municipal prisoners by 2008. To manage their jail space, King County asked cities to find alternatives to the King County jail in the interim and to figure out their own long term solutions for after 2008.

For a time, the City was part of a King County cities coalition that jointly contracted with Issaquah Municipal Jail (as the drop off point) and the Yakima County Jail to house prisoners while looking at long term options. The City utilized Issaquah as the primary booking facility and guaranteed 18 beds at Yakima County for longer term misdemeanants (both pre and post trial). The City also continued a no minimum bed contract with the King County Jail as the backup booking facility to book warrants from other jurisdictions and to book some prisoners that couldn't be booked at the Issaquah Jail (prisoners with significant medical issues).

At that time, the south King County cities decided to form their own entity and build a municipal jail to house their misdemeanants. This effort led to the building of the SCORE facility, which means that these cities are no longer King County Jail users. The remaining larger cities in King County formed the North East Cities (NEC) coalition to determine long-term jail options. The NEC, which included the City of Seattle, conducted an extensive jail siting process to house misdemeanants for all NEC members. However, the NEC siting process concluded that siting, building and operating a misdemeanor facility is prohibitively expensive. As the largest NEC city, Seattle signed a long-term agreement with King County (through 2030) to book and house their misdemeanor prisoners with King County, and to contribute capital dollars to expanding the Norm Maleng Regional Justice Center (MRJC) in Kent if/when the

need arises. All King County cities were offered the same contract; however for Shoreline, solely utilizing King County was not financially feasible in the long-term (despite slightly lower booking/bed rates for guaranteeing beds long term).

Alternatively, Shoreline began exploring other contracting options, such as SCORE and Snohomish County, and in 2010 signed a no minimum bed contract with Snohomish County through 2016 to be the City’s primary booking facility. However, the City opted to continue a no minimum bed contract with King County as a backup facility and extended that contract through 2020 to have the option to ‘buy in’ at the time King County decides to expand their facilities as a potential long-term solution (if expansion occurs).

From 2010 through the first quarter of 2014, Shoreline booked all City misdemeanors into the Snohomish County Jail, and we utilized the King County Jail primarily as a backup and for warrants booked by other jurisdictions. However, both contracts are a 'no bed minimum contract', meaning we don't guarantee any bed space and we utilize on a space available basis.

### **DISCUSSION**

Prior to contracting with Snohomish County, the City purchased guaranteed bed days at the Yakima County Jail; however, there were numerous periods where the City was paying for unused beds due to a variety of factors. In past discussions with Council, staff laid out short, medium, and long-term jail options for council consideration. The Snohomish County option was presented as a ‘medium-term’ option to get us through 2016 at least, and if it was going well, to possibly extend through 2020 to coincide with the King County contract and the presumed future regional discussion on how to address long-term jail bed housing needs. Those contracts were on a space available basis to retain future flexibility and to ensure we aren't paying for unused beds.

Through 2013, the City utilized Snohomish County exclusively, and King County was only utilized when another jurisdiction booked a Shoreline warrant. However, the City began transitioning booking out of the Snohomish County Jail since being notified of booking restrictions, which means that the City has been booking solely at King County for the majority of 2014 to date. Due to King County being a more expensive option, jail costs have risen dramatically in 2014. Table 1 below shows the year-to-date total jail costs for 2013 vs. 2014:

Table 1: Year-to-date Jail Costs for 2013 & 2014

	2013	2014
King County Jail (through May)	\$25,055	\$786,897
Snohomish County Jail (through June)	\$586,474	\$130,058
Total	\$611,529	\$916,955

As a result, staff anticipates that the City will exceed the 2014 Criminal Justice budget of \$1.337 million between \$1.75 million and \$1.82 million on jail housing days (plus an additional approximately \$200,000 on King County booking and medical ala carte fees)

depending on the percentage of inmates that are housed at King County for the months of September through December vs. another less expensive option.

### **Analysis**

Staff analyzed multiple jail bed housing solutions, including maintaining the status quo, contracting out of county, booking in the King County Jail (due to the closer proximity) and then housing in SCORE, and utilizing SCORE as the primary booking and housing facility.

#### Out of County Contracting (Short Term)

Staff initially considered contracting out of county with the Yakima County Jail, but dismissed that alternative for a variety of reasons. In order to utilize that facility, we would also need to contract with the Issaquah Municipal Jail (IMJ) as the transfer facility to get prisoners to Yakima. This would also serve as the City's booking facility, as booking into Yakima directly is not possible. However in the past, operationally, many prisoners were still booked in King County as the IMJ turned away prisoners they felt they weren't equipped to handle (such as those defendants with medical or mental health needs). Logistically, the distance to Yakima County meant that many prisoners weren't in jail pre-disposition long enough to transport over, and the City wound up paying for unused beds at Yakima and higher cost beds at King County. Staff also doesn't believe guaranteeing beds at Yakima County would be a good option, and the jail plan would still rely heavily on King County as a booking and housing facility. Therefore, this would be a short term solution at best. Also, previous Shoreline Councils expressed concern with the distance and the ability for prisoners' families to visit them.

#### In-County Contracting

Therefore, the analysis pointed toward signing a contract with an in-County jail provider, likely the SCORE facility, and potentially guaranteeing beds to ensure that we have bed space for at least enough time to determine if there are other alternatives available. Also, the guaranteed bed rate for SCORE, while much higher than Snohomish County, is significantly less expensive than the SCORE non-guaranteed bed rate or the King County Jail rate (see Table 2 below).

Table 2 – Comparative Jail Daily Rates

<b>Jail Daily Rates</b>	<b>2014</b>	<b>2015 Est.</b>
King County Jail	\$141.88	\$144.01
SCORE Jail Guaranteed Bed	\$90	\$97
SCORE Jail Non-Guaranteed Bed	\$135	\$135
Snohomish County	\$66.63	N/A

Due to the fluctuating nature of Shoreline's prisoner bed days throughout the year (e.g. lower in winter and higher in summer), the draft SCORE contract includes a 25% inflator over the guaranteed beds whereby a city can house up to 25% over their guarantee for the year and still receive the guaranteed bed rate (See Table 2 above). However, once the bed days surpasses the 25%, the City is billed the non-guaranteed rate for all beds above the guarantee. This is significant incentive to find the 'sweet spot' where we are

using our guaranteed beds (e.g. not paying for unused beds) but not under estimating and surpassing the 25% guarantee (and bumping up to the \$135 per day rate).

Therefore, the options below consider how many bed days to guarantee at SCORE to find the 'sweet spot' financially, logistically, and operationally.

Option 1 – Maintain the Status Quo (Book and House at King County)

This options functions as the current base alternative, where the City continues to book and house all misdemeanants at the King County Jail and the City signs a no bed minimum contract with SCORE as a backup to King County. This option is operationally and logistically the most convenient; however, given that the City is projected to exceed the 2014 criminal justice budget by up to \$800,000, this is the most expensive option. Additionally the projections below are for bed days only and do not include booking fees or King County ala carte medical fees (these fees account for upwards of \$200,000 in additional costs for 2014 to date).

Table 3 - 2015 Projection (0 SCORE beds guaranteed)

Facility	Activity	%	Cost	%
King County*	15,150	100.0%	\$ 2,181,752	100.0%
SCORE Guaranteed	0	0.0%	\$ -	0.0%
SCORE Guaranteed (+25%)	0	0.0%	\$ -	0.0%
SCORE Non-Guaranteed	0	0.0%	\$ -	0.0%
<b>Total Jail Services</b>	<b>15,150</b>	<b>100.0%</b>	<b>\$ 2,181,752</b>	<b>100.0%</b>

\*Comparison is for jail bed days only and does not include the King County booking fee or ala carte costs for services such as psychiatric services or one on one guarding.

Option 2 - Book at King County and House at SCORE

This option continues the practice of booking at King County, and then moving prisoners to SCORE for housing, both pre and post trial. This option considers that SCORE would be the primary housing facility and the City would buy 25 guaranteed beds to ensure a lower bed rate.

While this option would be operationally convenient to continue to book at King County, we would need to transport prisoners on a regular basis between the facilities. This either requires the Shoreline Police to transport prisoners, or SCORE Jail staff to provide this transport. If it is the latter, SCORE would add \$5 to the daily rate (for 2014, from \$90/day to \$95/day). Additionally, the cost projections below are for the jail bed days only and don't account for King County booking and ala carte medical costs.

Table 4 - 2015 Projection (25 SCORE beds guaranteed)

Facility	Activity	%	Cost	%
King County*	4,545	30.0%	\$ 654,525	40.7%
SCORE Guaranteed	9,125	60.2%	\$ 885,125	52.6%
SCORE Guaranteed (+25%)	1,480	9.8%	\$ 143,560	8.5%
SCORE Non-Guaranteed	0	0.0%	\$ -	0.0%
<b>Total Jail Services</b>	<b>15,150</b>	<b>100.0%</b>	<b>\$ 1,683,210</b>	<b>100.0%</b>

\*Comparison is for jail bed days only and does not include the King County booking fee or ala carte costs for services such as psychiatric services or one on one guarding.

Option 3 – Book and House at SCORE

This option is the least cost alternative, and utilizes SCORE solely as our booking and housing facility. This option retains King County as a backup booking and housing facility for other jurisdictions booking a Shoreline warrant (e.g. Seattle Police will not transport to SCORE to book; they will only book at King County). While operationally less convenient than the King County jail, SCORE has a full medical staff and has video court already in place with the King County District Court system.

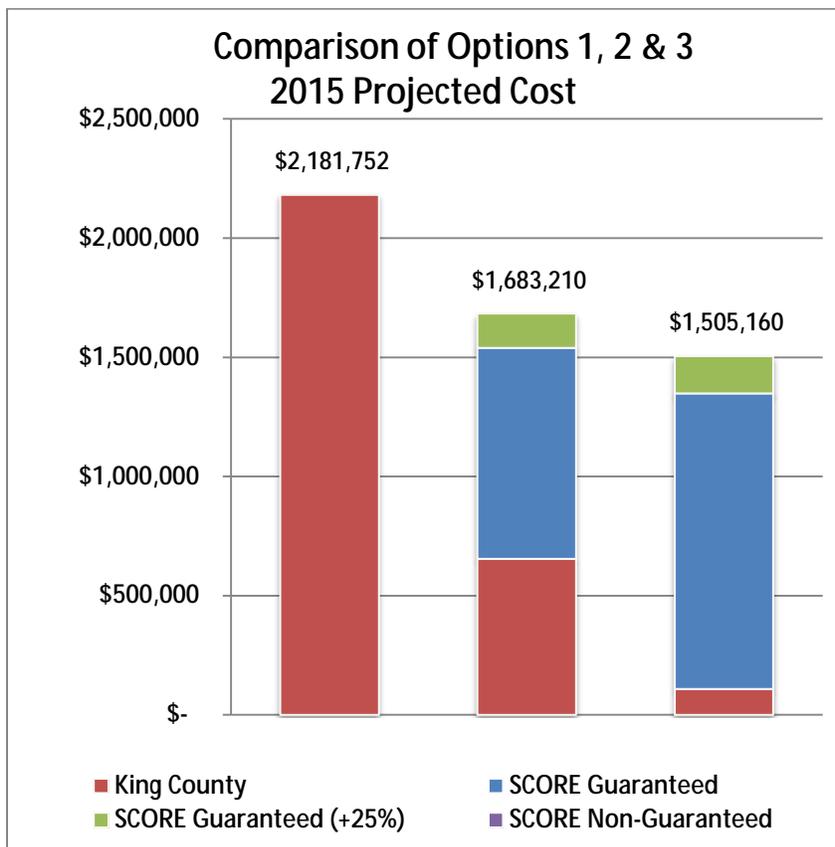
Additionally, SCORE has no booking fee and medical costs are covered as part of the daily bed rate (as opposed to King County's booking fee and ala carte medical costs).

Under this option, the City would guaranteed 35 beds (with a 25% over guarantee number of 43 beds) to ensure that we receive the guaranteed bed rate for all misdemeanor prisoners. This also assumes a 5% or lower usage rate at King County for other jurisdictions booking Shoreline warrants. Due to the relatively low number, Shoreline Police would be responsible for transferring prisoners from King County to the SCORE facility for housing.

Table 5 - 2015 Projection (35 SCORE beds guaranteed)

Facility	Activity	%	Cost	%
King County	758	5.0%	\$ 109,088	7.2%
SCORE Guaranteed	12,775	84.3%	\$ 1,239,175	82.3%
SCORE Guaranteed (+25%)	1,618	10.7%	\$ 156,898	10.4%
SCORE Non-Guaranteed	0	0.0%	\$ -	0.0%
<b>Total Jail Services</b>	<b>15,150</b>	<b>100.0%</b>	<b>\$ 1,505,160</b>	<b>100.0%</b>

The cost comparisons for these three jail options is as follows:



**Draft SCORE Contract**

The draft SCORE contract to be the City's primary booking and housing facility for Shoreline misdemeanor prisoners initially runs through 2015. The 16-month contract allows for a trial period to ensure that it works both operationally and financially. This length term also allows the City the ability to ensure jail space while also continuing to explore alternatives, such as potentially returning to the Snohomish County Jail or finding another facility. The contract includes two two-year extensions, which would potentially extend the term through 2019. That timeframe coincides with the potential regional discussion on regional jail beds beginning around 2018.

The draft contract includes a bed guarantee and a 25% cap above the guarantee to still retain the lower guaranteed bed rate. If our yearly bed days exceeds the 25% cap, we would then pay the higher rate for all beds above the bed guarantee. To ensure that we stay within the 25% cap, the draft agreement includes guaranteeing 35 beds (43 beds total), meaning we pay for 35 jail bed days regardless of whether or not they are used and can use up to 43 beds (on average) to retain the lower bed rate. Based on staff projections, 35 beds is the appropriate number to meet our misdemeanor population demand without paying for unused beds, yet not exceeding the 25% cap and paying a higher bed rate for beds above the cap.

The contract would begin September 1st, 2014 to allow for time for staff to set up and finalize video court operations with the District Court and to a sign public defender contract for the first appearance calendar.

**RESOURCE/FINANCIAL IMPACT**

The 2014 Jail Budget is \$1.337 million, but is projected to be over budget by years' end by \$700,000 to \$800,000. The proposed SCORE contract would increase the City's 2015 Jail budget to approximately \$1.5 million. However, without signing a new contract with SCORE, the City would continue to solely utilize the King County Jail at a projected 2015 cost of a minimum of \$2.2 million.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to sign the Interlocal Agreement with SCORE for jail services.

### **ATTACHMENTS**

Attachment A: *Draft* SCORE Jail Services Interlocal Agreement (this Interlocal Agreement is substantially complete but will be replaced with the final agreement prior to the Council meeting)

## AGREEMENT FOR INMATE HOUSING -- 2014

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THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the **South Correctional Entity**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the City of Shoreline, a municipal corporation organized under the laws of the State of Washington (hereinafter the "City"), and together with SCORE, the "Parties" or individually "Party").

This Agreement is made in accordance with chapters 39.34.080, 39.34.180, and 70.48 of the Revised Code of Washington ("RCW") for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE for the purpose of being housed at SCORE's correctional facility.

In consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto mutually agree as follows:

**1. Purpose and Term.** The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the September 1, 2014 through December 31, 2015.

**2. Definitions.**

**Business Day** – Monday through Friday excluding SCORE observed holidays.

**Committing Court** – the court that issued the order or sentence that established the City's custody of a City Inmate.

**Credit for Time Served** – credit authorized by the sentencing court against the number of calendar days to be served in confinement.

**Detainer** – a legal order authorizing or commanding another agency a right to take custody of a person.

**City Inmate** – a person subject to City custody who is transferred to SCORE's custody under this Agreement.

**Good Time** – Time earned by Inmates for good behavior while in custody. Good Time will be awarded at the conclusion of an Inmate's sentence and will comply with restrictions imposed by RCW 9.92.151

**Inmate** – persons transferred to SCORE's custody to be housed at the SCORE Facility, which shall include City Inmates.

**Member City** – shall have the meaning set forth in the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009 among the Cities of Auburn, Burien, Des Moines, Federal Way, Renton, SeaTac and Tukwila, Washington, as amended from time to time.

**Policies** – shall refer to the SCORE Custody Manual, as adopted by SCORE on September 1, 2012, as amended from time to time.

**Procedures** – shall refer to common practices within SCORE, reflective of Policies that have been adopted by SCORE.

**SCORE Facility** – the correctional facility operated by SCORE located at 20817 17th Avenue South, Des Moines, WA 98198.

**Specialty Housing** – Inmates classified and held within specialty populations, either in medical or mental health housing, or other Specialty Housing such as administrative segregation.

**3. General Provisions.** SCORE shall accept City Inmates according to the terms of this Agreement and shall provide housing, care, and custody of those City Inmates pursuant to SCORE Policies and Procedures and in the same manner as it provides housing, care and custody to other Inmates.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations.

**4. Right to Refuse or Return City Inmate.** To the greatest extent permitted by law, SCORE shall have the right to refuse to accept a City Inmate or to return a City Inmate to the City if the City Inmate has a current illness or injury that is listed in **Attachment A – Medical Acceptability**, or in the reasonable judgment of SCORE presents a substantial risk of escape, or of injury to self or other persons or property, or of adversely affecting or significantly disrupting the operations of the SCORE Facility. SCORE shall provide written notice to the City at least one business day prior to transport if a City Inmate is being returned to the City. The cost of transport shall be paid by the City.

**5. Inmate Transport.** The City is responsible for the transportation of City Inmates to the SCORE Facility, including costs associated therewith. SCORE will provide transportation upon release to either the closest Member City of arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. The City will also designate drop-off locations within their jurisdiction for this purpose that are mutually acceptable to SCORE and the City.

**6. Inmate Medical Records.** Should a City Inmate receive medical care for injuries or illness at the time of arrest, and prior to booking at the SCORE Facility, the City shall provide copies of medical records documenting such medical care to SCORE at the time of booking if the City has access to such records. SCORE may require these records to determine if City Inmates meet conditions identified in **Attachment A – Medical Acceptability**. If the City cannot provide such records, SCORE, in its sole discretion, may refuse to accept a City Inmate.

**7. Inmate Personal Property.** SCORE shall accept City Inmate personal property in accordance with **Attachment B – Personal Property**, and shall be responsible only for City Inmate personal property actually delivered into SCORE's possession. SCORE shall hold and handle each City Inmate's personal property pursuant to SCORE Policies and Procedures and in the same manner it holds and handles personal property of other Inmates. In the event a City Inmate is being transported from a City designated detention or correction facility, it will be the responsibility of the City to process the City Inmate's personal property not delivered and accepted into SCORE's possession. When returning City Inmates to the City, SCORE shall transport City Inmate personal property according to the provisions of **Attachment B – Personal Property**, and it shall be the responsibility of SCORE to process any of the City Inmate's property not transported with the City Inmate.

**8. Booking.** City Inmates shall be booked pursuant to SCORE's booking Policies and Procedures, adopted September 1, 2012 and modified as necessary.

Pursuant to RCW 70.48.130, and as part of the booking Procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including

insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

**9. Classification.** City Inmates shall be classified pursuant to SCORE's classification Policies and Procedures, and within the sole discretion and judgment of SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

**10. Housing.** City Inmates shall be assigned to housing pursuant to SCORE's Policies and Procedures, and within the sole discretion and judgment of SCORE.

**11. Inmate Work Programs.** SCORE may assign City Inmates to work programs such as inside and outside work crews, kitchen and facility duties, and other appropriate duties pursuant to SCORE's Policies and Procedures and within the sole discretion and judgment of SCORE.

**12. Health Care.** SCORE shall provide in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

City Inmates shall be responsible for co-payment for health services according to SCORE Policy. The City shall not be responsible to SCORE for City Inmate co-payments. No City Inmate shall be denied necessary health care because of an inability to pay for health services.

SCORE shall notify the City's designee(s) via electronic means, including e-mail or fax, at the notice address identified in this Agreement if a City Inmate requires medical, mental health, dental, or other medical services at an outside medical or health care facility. The City shall be responsible for promptly notifying SCORE of any changes in its designee(s).

SCORE shall notify the City within a reasonable time period before the City Inmate receives medical, mental health, dental or any other medical services outside of the SCORE Facility. The City acknowledges that such notice may not be reasonably possible prior to emergency care.

The City shall pay for all medical, mental health, most pharmaceuticals, dental or any other medical services that are required to care for City Inmates outside of the SCORE Facility. Pharmaceutical prescribed for the treatment of Hepatitis, HIV, and biologics are not covered within the daily rate. Lack of prior notice shall not excuse the City from financial responsibility for outside medical expenses, and shall not be a basis for imposing financial responsibility for outside medical expenses on SCORE. SCORE shall bear the expense of any such medical care necessitated by improper conduct of SCORE, or of its officers or agents.

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services at a rate of \$65 per hour.

Outside medical expenses for City Inmates housed on behalf of more than one jurisdiction shall be the sole responsibility of the City, which will be solely responsible to recoup these expenses from other jurisdictions.

**13. Inmate Discipline.** SCORE shall discipline City Inmates according to SCORE Policies and Procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the

imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

**14. Removal from the SCORE Facility.** Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may “borrow” a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the City Inmate’s emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

**15. Visitation.** SCORE shall provide reasonable scheduled visitation for attorneys, spouses, family and friends of City Inmates. Inmate visitation by friends and family will be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video access is available at the SCORE facility. Off-site professional visits (legal and religious) will be provided without additional costs to the City.

**16. Inmate-Attorney Communication.** Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel. City will provide to SCORE any numbers inmates should use to reach legal counsel.

**17. Inmate Accounts.** SCORE shall establish and maintain a non-interest bearing account for each City Inmate. SCORE shall ensure family members and others have a reasonable process to add funds to a City Inmate’s account. Upon returning custody of a City Inmate to the City, SCORE shall transfer the balance of that City Inmate’s account that is not subject to charges that are the sole responsibility of the City Inmate, to the City Inmate or to the City in the form of cash, check, debit card or other agreed upon methods in the name of the City Inmate.

In the event that SCORE contracts with a company/business that furnishes technology for wireless inmate account crediting, the City may allow SCORE (or SCORE’s contracted representative) to install the equipment necessary for use of the system. The City shall not be financially responsible for any aspect of the system, including but not limited to installation or maintenance costs. The City shall not receive any compensation or profits arising from such a system.

**18. Detainers.** Inmates in a “Detainer” status shall be handled according to **Attachment E – Warrants/Other Court Orders/Detainers**.

**19. Releases.** Inmates will be released in accordance with **Attachment F – Inmate Release**.

SCORE shall not transfer custody of a City Inmate housed pursuant to this Agreement to any party other than the City, except as provided in this Agreement or as directed by the City.

**20. Jail Sentence Calculations.** SCORE will award Good Time credits for Inmates in custody in accordance with state law and any Policies adopted by SCORE. City is responsible to notify SCORE of any credit days awarded for time served by use of court commitment forms.

**21. Release of Holds and Court Appearances.** If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use

the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

**22. Escape.** If a City Inmate escapes SCORE's custody, SCORE shall notify the City as soon as reasonably possible. SCORE shall use all reasonable efforts to pursue and regain custody of escaped City Inmates.

**23. Death.** If a City Inmate dies while in SCORE custody, SCORE shall notify the City as soon as reasonably possible. The King County Medical Examiner shall assume custody of the City Inmate's body and shall be responsible for the final disposition of the body consistent with their procedures in effect at that time.

Unless another agency becomes responsible for investigation, SCORE's Member Cities shall investigate and shall provide the City with a report of its investigation. The City may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the City's communication with and receipt of reports from the other agency.

**24. Reporting Requirements.** SCORE will work with the City to provide access to jail management systems that provide statistical information about Inmates. Other reports may be available within standard workload limitations.

**25. City's Right of Inspection.** The City shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the City may interview City Inmates and review City Inmates' records. The City shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless City is properly authorized to do so by the Inmate or the other jurisdiction.

**26. Technology.** SCORE and the City may each permit the other continuous access to its computer database regarding all City Inmates housed by SCORE. This continuous access feature may be accomplished through a computer link between a computer(s) designated by the City and appropriate computer(s) of SCORE.

**27. Bed Rate.** In consideration of SCORE's commitment to house City Inmates, the City shall pay SCORE based upon the rates and other applicable fees or charges stated in this Agreement.

**2014 Guaranteed Bed Rate:** **\$90**

The City hereby selects to guarantee 35 beds for the 2014 term of this Agreement.

The City declines to guarantee beds and will pay the Non-Guaranteed bed rate. \_\_\_\_\_.

**2015 Non-Guaranteed Bed Rate:** **\$135**

**2015 Guaranteed Bed Rate:** **\$97**

The City hereby selects to guarantee 35 beds for the 2015 term of this Agreement.

The City declines to guarantee beds and will pay the Non-Guaranteed bed rate. \_\_\_\_\_.

If the City and SCORE mutually agree to extend the agreement as per Section 32 of this agreement, the City will have an opportunity to adjust the guaranteed bed quantity prior to July 1, of the preceding year for the next calendar year. Should the City exceed the guaranteed bed usage by more than 25% over an annual reconciliation, the City agrees to pay any additional fees as negotiated in a billing addendum.

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

**28. Specialty Housing Surcharge.** Should the City have Inmates that are in speciality housing for more than 24 hours, SCORE may charge a housing surcharge of \$50 for each and every calendar day.

**29. Billing and Payment.** SCORE shall provide the City with monthly statements itemizing the name of each City Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service.

SCORE shall provide said statement for each month on or about the 15th day of the following month. Payment shall be due to SCORE within 30 calendar days from the date the bill is received. SCORE may bill the City electronically. Payments not received by the 30th day shall bear interest at the rate of one percent per month until payment is received.

The Daily Rate for City Inmates housed on charges from multiple agencies will be divided equally among those agencies.

**30. Billing and Dispute Resolution.** Withholding of any amount billed or alleging that any Party is in violation of any provision of this Agreement shall constitute a dispute, which shall first attempt to be resolved as follows, and as a mandatory predicate to termination as provided in Section 36.C:

For billing and other disputes:

A. City must provide written notice of dispute to SCORE within 60 calendar days of billing and other disputed charges.

B. SCORE shall respond in writing to such disputes within 60 calendar days of receipt of such disputes.

C. For both billing and other types of disputes, SCORE and the City shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the City must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

**31. Operations Board Representatives.** In accordance with the SCORE Interlocal Agreement, Section 6, Subsection A, membership of the Operations Board will include two (2) at-large members selected, by majority vote, of the contract agencies to represent the contract agencies. At the time set for election of the at-large members, only the representatives of the contract agencies, then in attendance, will participate in the election of at-large members. The at-large members shall serve one-year terms, unless otherwise determined by the majority vote of the Operations Board. The purpose and duties of the Operations Board shall be established by the Administrative Board.

**32. Duration of Agreement.** The duration of this Agreement shall be from Septmeber 1, 2014, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2015 unless otherwise terminated in accordance with Section 35 of this Agreement. This Agreement may be

renewed for two – two year periods by written addendum under terms and conditions acceptable to SCORE and the City.

**33. Independent Contractor.** In providing services under this Agreement, SCORE is an independent contractor and neither it nor its officers, nor its agents nor its employees are employees of the City for any purpose, including responsibility for any federal or state tax, industrial insurance, or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of the City under any applicable law, rule or regulation. Nothing in this Agreement is intended to create an interest in or give a benefit to third persons not signing as a party to this Agreement.

**34. Hold Harmless, Defense, and Indemnification.** SCORE shall hold harmless, defend, and indemnify the City, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate personal property while in SCORE custody) that result from or arise out of the acts or omissions of SCORE, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of SCORE's services, duties, and obligations under this Agreement.

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention, alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate personal property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

In the event the acts or omissions of the officials, officers, agents, and/or employees of both the City and SCORE in connection with or incidental to the performance or non-performance of the City's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the City and SCORE shall each be liable for its proportionate concurrent negligence in any resulting suits, actions, claims, liability, damages, judgments, costs and expenses and for their own attorney's fees.

Nothing contained in this section or this Agreement shall be construed to create a right in any third party to indemnification or defense.

SCORE and the City hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. This waiver of immunity was mutually negotiated by the parties hereto.

The provisions of this section shall survive any termination or expiration of this Agreement.

**35. Insurance.** SCORE and the City shall provide each other with evidence of insurance coverage, in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this Agreement.

SCORE and the City shall each maintain throughout the term of this Agreement coverage in minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for its liability exposures, including comprehensive general liability, errors and omissions, auto liability and police professional liability. The insurance policies shall provide coverage on an occurrence basis.

**36. Termination.**

A. **Mutual Agreement:** This Agreement may be terminated by either party with 90 calendar days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected City Inmates.

B. **Imperiling Conditions:** The City shall have the right to terminate this Agreement where: 1) The City in its sole discretion has determined that conditions and/or circumstances at the SCORE Facility present an imminent risk of serious injury or death to the City's Inmates ("Imperiling Conditions"); 2) the City has sent SCORE written notice by certified mail, return receipt requested describing with reasonable specificity the Imperiling Conditions; and 3) SCORE has failed to cure the Imperiling Conditions within a reasonable period of time, which, unless the parties agree in writing to a longer period, shall be no more than 45 calendar days after SCORE receives the City's notice. Termination pursuant to this section 34.B shall be effective if and when: 1) after at least 45 calendar days, SCORE has not cured the Imperiling Condition(s); and 2) the City has removed its Inmates; and 3) the City has given SCORE formal written notice of final termination pursuant to this Section 36.B.

C. **Material Breach:** Subject to compliance with Section 30 above, either party shall have the right to terminate this Agreement if: 1) the other party is in material breach of any term of this Agreement; 2) the terminating party has sent the breaching party written notice of its intent to terminate this Agreement under this section by certified mail, return receipt requested describing with reasonable specificity the basis for the termination; and 3) the breaching party has failed to cure the breach within 90 calendar days, unless the parties agree in writing to a longer cure period.

**37. Real or Personal Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.

**38. Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*). In the event of the violation of this provision, the other party may terminate this Agreement as provided in Sections 30 and 36 above.

**39. Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by SCORE to any other person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of SCORE stated herein.

**40. Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

**41. Severability.** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and SCORE, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**42. Governing Law. This Agreement** shall be governed by and construed in accordance with the laws of the State of Washington. Any actions, suit, or judicial or administrative proceeding for the enforcement of this Agreement shall be brought and tried in the Federal or Superior Court for the State of Washington in King County.

**43. Approval.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the authorized signatory(ies) and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the King County Auditor pursuant to RCW 39.34.040.

**44. General Provisions.** Unless otherwise agreed in writing executed by both parties, on and after September 1, 2014 and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall be deemed to exist or bind any of the parties hereto or otherwise affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and mutually agreed to by both parties. Any changes or additions which are mutually agreed upon shall be incorporated by written amendment to this Agreement.

This Agreement may be executed in any number of counterparts.

**45. Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent via U.S. Mail or hand-delivered to the parties to their addresses as follows:

**TO CONTRACT AGENCY:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TO SCORE: Director  
20817 17th Avenue South  
Des Moines, Washington 98198  
Phone: (206) 257-6200  
Fax: (206) 257-6310

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

<b>SIGNATURE BLOCKS</b>	
Agency: _____	South Correctional Entity
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

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**ATTACHMENT A**  
**MEDICAL ACCEPTABILITY**

SCORE shall determine the medical and mental acceptability of Inmates for booking or housing using the following guidelines. However, final acceptance is based upon approval of medical staff at the time of booking. Excluding criteria include but are not limited to:

1. Signs of untreated broken bones or dislocated joints.
2. Any injury or illness requiring emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power, unless they normally use an assistive device, such as a wheelchair, for mobility.
5. Bed bound individuals.
6. Individuals with attached IV or requiring IV medications.
7. Individuals requiring the use of oxygen tanks.
8. AMA (Against Medical Advice) from the hospital.
9. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
10. Wounds with drainage tubes attached.
11. Persons with Alzheimer's, dementia or other psychological conditions to the point where the Inmate cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
12. Persons who are diagnosed as developmentally delayed and who do not have the capacity to function safely within a correctional environment or who cannot perform ADL's.
13. Persons undergoing chemotherapy and/or radiation treatment.
14. Persons undergoing dialysis.
15. Persons with suicidal ideations or gestures within the past 72 hours.
16. Persons, if prescribed, who have not taken psychotropic medications for at least 72 hours.
17. Persons who have by self-disclosure, admitted to attempting suicide within the last 30 calendar days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

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## ATTACHEMENT B

### PROPERTY

SCORE will only accept Inmate property as follows:

1. The property shall be sealed in a single property bag no larger than a common paper grocery bag.
2. Money, valuables, and medications shall be placed in a clear envelope and sealed within the Inmate's property bag.
3. Checks and documents (court, warrants, etc.) shall be attached to the outside of the property bag.
4. SCORE will not accept or transport the following:
  - a) Backpacks, suitcases, etc.
  - b) Unpackaged food products or food products in packaging that has been opened.
  - c) Any type of weapon (includes pocket knives).
  - d) Liquids.
  - e) Helmets or any kind.
  - f) Any items that will not fit into the property bag.
  - g) Material deemed to be contraband.

SCORE will limit property returned with the Inmate to the City according to these criteria.

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**ATTACHMENT C**  
**CLASSIFICATION**

The City shall supply SCORE with the following Classification related information, if known to or in possession of the City:

1. If the City Inmate has been classified to a special housing unit and/or if the City Inmate has been classified as protective custody.
2. If the City Inmate is a violent offender or has displayed violent behavior during present or past incarcerations.
3. If the City Inmate is an escape risk.

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**ATTACHMENT D**  
**BORROWING**

One contracting agency may “borrow” another contracting agency’s Inmate as follows:

1. If a contracting agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE’s facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

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## ATTACHMENT E

### WARRANTS/OTHER COURT ORDERS/DETAINERS

The following shall apply to City Inmates who are subject to warrants from other jurisdictions or to other court orders for confinement or detainers:

1. When receiving a City Inmate, the Booking Officers shall review all paperwork provided by the City for all grounds to hold the Inmate.
2. Prior to releasing a City Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Inmate is subject to any valid warrants or other detainers.
  - a) If the Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the City, transport the Inmate to the custodial agency for the jurisdiction that issued the warrant. However, SCORE will not assume responsibility to serve any such warrants.
  - b) If the City Inmate is subject to a warrant from a western Washington jurisdiction outside King County, SCORE will either process the Inmate for transfer on the Cooperative Transport Chain or provide transfer to a jurisdiction that participates in Cooperative Transport Chain.
  - c) If the City Inmate is subject to a warrant from an eastern Washington jurisdiction, SCORE will send the Inmate to a jurisdiction that participates in the Cooperative Transport Chain.
  - d) If, upon return from SCORE to the City, the Inmate is subject to a warrant that provides for statewide extradition, SCORE will either transport the Inmate to the detention/correction facility in King County designated by the agency/jurisdiction that issued the warrant if it is in King County, or will send the Inmate to the agency/jurisdiction that issued the warrant on the Mini-Chain.
3. City Inmates who have local charges and are subject to Immigration and Custom Enforcement (ICE) detainers shall not be held after the resolution of local charges.

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## **ATTACHMENT F**

### **INMATE RELEASE**

SCORE personnel will release City Inmates as follows:

1. To the City for return to the Inmate's residence or closest Member City of arrest.
2. City Inmates for whom bail is posted, or who otherwise have a right to be released may:
  - a) Choose to remain in custody, by signing written waiver, and return to City, or closest Member City by the regularly scheduled transport.
  - b) Be released to a family member or friend with confirmed transportation.
  - c) Be released via private taxi.