

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorization of the City Manager to Execute the First Amendment to the Agreement with SCORE for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Alex Herzog, CMO Management Analyst
ACTION:	<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:

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses, as misdemeanor offenses committed by juvenile defendants (less than 18 years of age) and felony offenses are the responsibility of King County.

The City currently has two contracts for jail services; SCORE is the City's primary jail facility, housing 95% of inmates being held pre-disposition that are not eligible for work release. The City maximizes its jail services with SCORE and fills more than the 35 jail beds guaranteed under the current contract. And, King County Jail in Downtown Seattle is used as needed. As an example, King County Jail is utilized when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

The City's 2016 criminal justice budget of \$3.2 million represents 7.6% of the City's General Fund appropriations. Of that amount 70%, or \$2.2 million, is allocated toward jail services. In response to the increased level of jail activity the City has experienced over the last few years, the jail services portion of the 2016 criminal justice budget has been increased 37.5% as compared to the 2015 adopted budget of \$1.6 million. The shift to SCORE in 2014 as the City's primary jail facility curbed some of the potential increase in costs that could have resulted had the City not executed a jail housing alternative to King County.

Tonight, related to this action, Council is scheduled to consider authorizing the City Manager to execute a contract with Yakima County for jail services with the intent of transferring a portion of the City's sentenced inmates to that jail. If Council does not authorize the City Manager to execute that agreement, the number of guaranteed beds at SCORE should be increased over that which is included in the proposed amendment. As currently proposed, the number of guaranteed beds has been reduced to account for the inmate population that will be transferred to Yakima County Jail from SCORE.

RESOURCE/FINANCIAL IMPACT:

The 10 Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing the proposed agreement with Yakima County. The proposed amendment to the City's existing agreement with SCORE for jail services assumes the authorization to execute the agreement with Yakima County.

It is important to note that exact savings cannot be calculated as costs may be affected by a number of factors. For example, arrest rates may affect the number of cases filed by the City's prosecutor and ultimately the frequency and number of jail sentences per year. And, a judge ultimately determines the type of sentence (i.e. work release, electronic home monitoring, jail, etc.) and length of the sentence.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to Execute the First Amendment to the Agreement with SCORE for Jail Services.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

The City of Shoreline is required by law to arrange for the booking and housing of its misdemeanor population. This requirement only relates to adults who commit offenses as offenses committed by juvenile defendants (less than 18 years of age) and all felony offenses are the responsibility of King County. As the City of Shoreline does not own its own jail facility the City has contracted with multiple jail providers to house its inmates since incorporation.

On November 30, 2015, the Council discussed the City's jails services contracts and the possibility of transferring a portion of the City's sentenced inmate population to Yakima County Jail. The Council heard from Mr. Ed Campbell, Director of Yakima County Department of Corrections about its jail facilities, services, and security and safety of inmates. Also, the Council discussed the significant proposed amendments to the existing agreement for jail services with SCORE. A majority of councilmembers were in favor of considering authorization of the City Manager to execute an agreement with Yakima County for Jail Services and to amend the existing agreement with SCORE. The materials from the November 30, 2015 discussion can be found here: <http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2015/staffreport113015-8b.pdf>.

DISCUSSION

Execution of a contract with Yakima County Jail would necessitate amending the City's current contract with SCORE (Attachment A). Currently, the City's contract with SCORE includes a number of guaranteed beds and a 25% cap above the guarantee that retains the lower guaranteed bed rate. If the City's yearly bed days exceed the 25% cap, the City would then pay the higher unguaranteed rate for all beds above the number of guaranteed beds. The contract includes 35 guaranteed beds and another eight (25% cap) at the guaranteed rate (43 beds total). This means the City pays for 35 jail bed days regardless of whether or not they are used and can use up to 43 beds at the lower bed rate.

If the City uses approximately 25 beds at Yakima County Jail as proposed, the number of guaranteed beds at SCORE could be reduced. Additionally, in negotiating this amendment, staff has been able to secure a 100% cap at the guaranteed rate as opposed the current 25% cap. As a result staff proposes the number of guaranteed beds be reduced to 20 from the current 35 as the City will be able to secure another 20 at the guaranteed rate should they be needed.

	Number of Guaranteed Beds	Additional Beds at Guaranteed Rate	Total Beds at Guaranteed Rate
2015	35	+25% (8 Beds)	43
2016	20	+100% (20 Beds)	40

The proposed amendment to the SCORE contract also includes provisions for SCORE to facilitate and provide hospital security services and transportation to medical appointments at a rate of \$65 per hour for each hour if SCORE staff is available. Currently, the City's police officers transport and provide security services during an inmate's medical appointments at an average overtime rate of \$73.65. The 2016 rate is estimated to be \$75.12. Further, transport by City police officers means that overtime rates begin when the officer leaves Shoreline for SCORE even though the inmate is not yet in the officer's custody. Also, overtime is still paid to the officer once the inmate is returned to SCORE and returns to Shoreline. SCORE taking over transport and security services for inmates attending medical appointments should be a net positive impact on the City's criminal justice budget.

The proposed amendment to the City's existing agreement with SCORE for jail services assumes the Council will grant authorization to execute the agreement with Yakima County. If authorization to execute the agreement with Yakima County is not granted, staff recommends the number of guaranteed beds be increased to approximately 25 if SCORE is amenable to maintaining the 100% cap of additional beds at the guaranteed rate.

FINANCIAL IMPACT

The 10 Year Financial Sustainability Model presented to the City Council as part of the 2016 Budget process reflected the ability to reduce annual jail costs by \$200,000 by 2017 as a result of implementing the proposed agreement with Yakima County. The proposed amendment to the City's existing agreement with SCORE for jail services assumes the authorization to execute the agreement with Yakima County.

It is important to note that exact savings cannot be calculated as costs may be affected by a number of factors. For example, arrest rates may affect the number of cases filed by the City's prosecutor and ultimately the frequency and number of jail sentences per year. And, a judge ultimately determines the type of sentence (i.e. work release, electronic home monitoring, jail, etc.) and length of the sentence.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to Execute the First Amendment to the Agreement with SCORE for Jail Services.

ATTACHMENTS

Attachment A: Draft First Amendment to the City's Agreement with SCORE for Jail Services

FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING

THIS FIRST AMENDMENT TO AGREEMENT FOR INMATE HOUSING (hereinafter FIRST Amendment to the Original Agreement”), dated August 28, 2014, 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 a “Party”), and amends that certain Agreement for Inmate Housing effective for the period January 1, 2015 through December 31, 2016 by and between the Parties, as previously amended (the “Original Agreement”).

WHEREAS, the Parties entered into the Original Agreement for the purpose of establishing the terms and conditions pursuant to which the City will transfer custody of certain inmates to SCORE to be housed at SCORE’s correctional facility (the “Facility”); and

WHEREAS, at a regular meeting held on July 22, 2015, the Administrative Board of SCORE (the “Board”) approved a new rate structure for inmate housing at the Facility; and

WHEREAS, the Parties now desire to amend the Original Agreement to reflect the new rate structure as set forth herein;

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1.01. Definitions. All capitalized words and phrases, including those in the recitals, not otherwise defined herein shall have the meanings given to them in the Original Agreement.

Section 1.02. Amendments to Original Agreement.

1) Bed Rate. Effective January 1, 2016, Section 27 of the Original Agreement is hereby replaced in its entirety with the following:

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.

A. **Guaranteed Bed Rate:**

2016	\$105.00
Number of Guaranteed Beds	20

Non-Guaranteed (or excess use) Rate:

2016	\$157.00
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City's use of guaranteed beds is averaged on a monthly basis. All contract rates are established to recover full cost of services. Guaranteed 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 Guaranteed Rates will be provided by July 1 of each year for the following year.

The Guaranteed Rate includes all in-facility medical, dental (if available), and mental health services, and pharmaceuticals, except for medications for HIV, hepatitis, and biologics. In the event a City Inmate requires out-of-facility medical, dental or mental health services, the City shall be responsible for the cost of the services.

SCORE shall not charge a booking fee in connection with housing the City's Inmates.

Should the City exceed their usage of the guaranteed beds by more than 100%, or 40 beds, the rate for those beds in excess of that amount will be charged at the Non-Guaranteed Rate.

The City will have an opportunity to adjust the guaranteed bed quantity prior to July 1, of the proceeding year for the next calendar year.

2) **Specialty Housing Surcharge.** Effective January 1, 2016, Section 28 (Specialty Housing Surcharge) of the Original Agreement is hereby removed in its entirety.

3) **Health Care.** Effective January 1, 2016, Section 12 (Health Care) of the Original Agreement is hereby replaced with the following:

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 standards if accredited.

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 to promptly notify 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 related medical expenses, and shall not be a basis for imposing financial responsibility for related 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 and transportation to and from medical appointments at a rate of \$65 per hour for each hour if staff is available.

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.

4) Term. Based upon the conditions established in Section 32 of the Original Agreement, the Term is hereby modified to reflect the following:

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 period of January 1, 2016 through December 31, 2018.

Section 1.03. Effective Date of Rate Modification. The Parties hereby agree that the rate amendment set forth in Section 1.02(1) of this First Amendment shall be effective beginning January 1, 2016.

Section 1.04. Survival of Provisions. Except to the extent modified by this First Amendment, the terms of the Original Agreement shall continue in full force and effect until the expiration or termination of the Original Agreement in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, all as of the day and year first above mentioned.

CITY OF SHORELINE

SOUTH CORRECTIONAL ENTITY

By _____

By _____
Penny Bartley, Executive Director

ATTEST:

By _____

City Clerk

APPROVED AS TO FORM:

By _____

City Attorney