

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	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, 2024
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Christina Arcidy, 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:

Shoreline's first five-year agreement with South Correctional Entity (SCORE) Jail to house Shoreline's misdemeanor defendant population expires at the end of 2019. Given the forthcoming end to the City's current jail agreement, staff analyzed alternative possibilities for the primary facility to house Shoreline's inmate population. The outcome of this analysis is that staff recommends that the City continue to contract with SCORE for primary jail services. The City will also continue to contract with King County Correctional Facility (KCCF) when inmates are booked on other jurisdiction's warrants, are being held by multiple jurisdictions, or need intensive mental health services through 2020. The City will also continue to contract with Yakima County Corrections for sentenced inmates through 2022.

Staff found that SCORE continues to offer the most efficient and least expensive option for inmate housing services. Tonight, staff is seeking Council authorization for the City Manager to enter into a new five-year Interlocal Agreement with SCORE (Attachment A) for 2020-2024.

RESOURCE/FINANCIAL IMPACT:

The 2019-2020 jail budget is \$4 million, with SCORE's interlocal agreement accounting for about \$2.4 million, or \$1.2 million annually. The proposed interlocal agreement is for \$1 million annually, or \$5 million for the five-year agreement.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into the 2020-2024 Interlocal Agreement with SCORE Jail for inmate housing 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. 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.

Beginning in 2005, 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 inmates while looking at long term options. The City used 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 agreement with the King County Jail as the backup booking facility to book warrants from other jurisdictions and to book some prisoners that could not be booked at the Issaquah Jail (prisoners with significant medical and mental health issues).

As a response to King County's request, several south King County cities decided to form their own entity and build a municipal jail to house their misdemeanants. This effort lead to the South Correctional Entity (SCORE) jail facility. 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 Shoreline and the City of Seattle among other cities, conducted an extensive jail siting process to house misdemeanants for all NEC members. 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 agreement. Shoreline determined solely utilizing King County was not financially feasible in the long term, despite slightly lower booking/bed rates for guaranteeing beds long term.

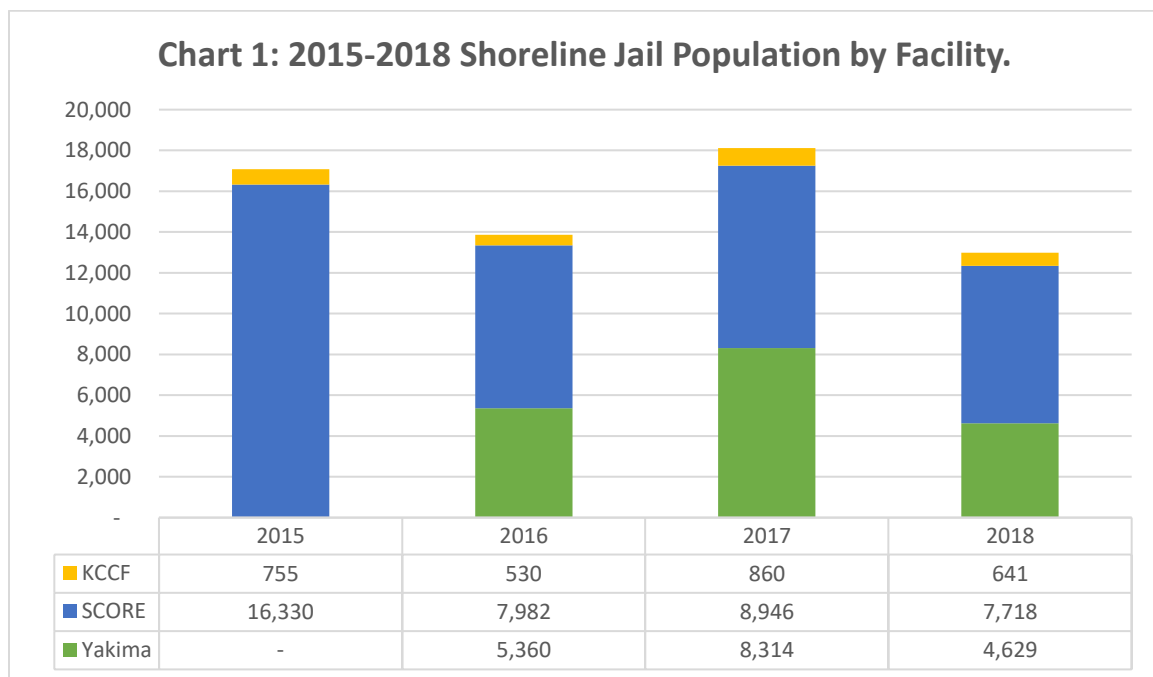
Shoreline explored other contracting options, such as SCORE and Snohomish County, and in 2010, signed a no minimum bed agreement with Snohomish County through 2016 to be the City's primary booking facility. The City opted to continue a no minimum bed agreement with King County as a backup facility and extended that agreement 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 misdemeanor defendants into the Snohomish County Jail, using the King County Jail primarily as a backup and for warrants booked by other jurisdictions. Both agreements were a 'no bed minimum contract', meaning Shoreline used beds on a space available basis.

Before the end of the interlocal agreement, Snohomish County terminated the agreement due to their projections that they would run out of jail space. Shoreline explored other contracting options, such as booking and housing at King County, and determined SCORE would be the least costly alternative if it were to be used to book and house the City's inmates. The City signed an interlocal agreement with SCORE in 2014, which expires on December 31, 2019. The City now needs to enter into a new jail services agreement for housing the City's misdemeanor defendant population.

ALTERNATIVES ANALYSIS

Shoreline's need for jail services changes from year to year and is outside of the City's control. The number of crimes committed, discretion of responding officer, minimum charging requirements, judge discretion as well as an individual's ability to make bond all effect the number of days an individual is in jail. Chart 1 below shows jail bed days used by inmate housing facility over the last four years.



Similarly, the cost for inmate housing services fluctuates due to the number of jail days used and which inmate housing facility is used. Table 1 below shows jail costs by inmate housing facility over the last four years.

	2015	2016	2017	2018
KCCF	\$110,721	\$79,723	\$155,927	\$121,220
SCORE	\$1,584,010	\$838,110	\$973,146	\$926,160
Yakima	NA	\$293,460	\$475,532	\$277,046
Total	\$1,694,731	\$1,211,293	\$1,604,605	\$1,324,426

Table 1: 2015-2018 Shoreline Jail Costs by Facility.

Criteria for Analyzing Inmate Housing Options

Shoreline's historic contracting for inmate housing has fluctuated due to inmate housing facility capacity and costs. When analyzing options for the next five-year period, staff looked at cost, availability of video conferencing with King County District Court (KCDC), location, facility capacity, and Shoreline's prior experience with the facility.

- *Cost* was analyzed by reviewing booking fees, daily bed rates, and daily bed rates for higher needs inmates, as well as any other fees or costs the City may incur.
- *Video conferencing with King County District Court* is currently used Monday-Friday for in-custody defendants and is a technology the City may expand in the future to decrease costs of transporting in-custody defendants, where acceptable.
- *Location* considers the time Police need to transport inmates for booking or court appearances, as well as the ability for in-person visitation by family members or attorneys.
- *Capacity* relates to the bed availability of the facility to determine if the agency would terminate the agreement early due to lack of capacity.
- *Prior experience* considers logistical or other issues that should be studied when considering a new or expanded agreement with the following providers, since Shoreline has prior experience with all of them due to the limited inmate housing providers.

Inmate Housing Options Analysis

Staff analyzed multiple inmate housing solutions, including maintaining the status quo, as outlined below. Each option includes its feasibility based on the staff analysis. A one-page summary of the analysis can be found in Attachment B: Pre-Sentencing Shoreline Jail Options.

Option 1: Status Quo/In County Contracting – SCORE

The City currently contracts with SCORE for 20 guaranteed beds per day. Once Shoreline exceeds 20, the General Population Rate increases to \$184 per day. The "guaranteed bed rate" means the City pays for 20 beds per day even if the City uses less. At this time, it is unlikely that a City inmate would be turned away due to lack of facility availability.

- *Cost*: SCORE recently completed a cost recovery study to determine if their model is sustainable. The study revealed that the costs for housing inmates with medical and mental health needs were much higher than originally anticipated. The 2020 fee adjustment takes these costs into account and are aligned with the costs the City has seen at other inmate housing facilities in the region.

Fee Type	2019 Fee	2020 Fee	Increase (\$)	Increase (%)
Booking Fee	\$0	\$0	\$0	0%
Housing Assignment				
General Population	\$124.00	\$128.00	\$4.00	3.23%
Medical and Specialty	\$174.00	\$217.00	\$43.00	24.71%
Mental Health	\$174.00	\$278.00	\$104.00	59.77%
Video Court				
Video Court Fee	\$0	\$0	\$0	0%

Table 2: SCORE Jail 2019/2020 Fee Comparison.

Staff completed a retroactive review of 24 months of SCORE Jail billing using the years 2017 and 2018 (the last two years we have complete data) to determine the cost increase the City can expect with the 2020 fees, since the medical fee increased almost 25% and the acute mental health fee increased almost 60%. Based on staff's analysis, costs would increase by about 17% or \$170,000 annually.

- *Video conferencing:* SCORE currently has video conferencing into KCDC and can expand the amount of time the City of Shoreline uses it at our request.
- *Location:* SCORE is located in Des Moines, 27 miles from Shoreline City Hall. It takes about 60 minutes in regular afternoon rush hour traffic to travel from the Shoreline Police Station at City Hall to SCORE.
- *Capacity:* SCORE has a capacity of 802 inmates and they are not near capacity at this time.
- *Prior experience:* SCORE opened in 2011 has been the City's primary inmate housing facility since 2014. There have been no concerns with inmate safety or housing. According to Police, interactions with jail staff have gone well when officers are there for jail transport. Inmates or their families have not had any concerns regarding conditions or treatment of inmates while in custody at SCORE. The City's public defense firm has not had any concerns with contacting inmates or using the jail's video conferencing for the in-custody calendars. The City receives the expected level of service from SCORE and has not had any contracting issues during the term of the expiring agreement.
- *Feasibility:* This is a feasible option that can be implemented with no break in service delivery.

Option 2: In County Contracting – SCORE, Lower Guaranteed Bed Rate to 15

Shoreline contracts with King County District Court to provide its municipal court services. There has been a change in judicial philosophy, which has resulted in less jail time for defendants. Staff analyzed if there would be a significant reduction in cost to contract with SCORE for 15 guaranteed beds per day instead of our current agreement of 20 guaranteed beds per day. Staff compared the average daily population for 2017, 2018, and the first six months of 2019 to determine if the annual costs would increase, stay the same, or decrease if we decreased the number of guaranteed beds from 20 to 15. The analysis determined there would be a cost reduction of \$200,000 expected if we reduced the daily bed rate from 20 to 15 without the City negotiating the guaranteed

daily bed rate until the daily inmate population exceeds 35%, which is no longer offered to contracted cities.

- *Feasibility:* This is a feasible option that can be implemented with no break in service delivery.

Option 3: In County Contracting – King County Corrections Facility (KCCF)

The City has a no minimum bed agreement with the KCCF as the backup booking facility to book warrants from other jurisdictions and to book some inmates that cannot be booked into SCORE. KCCF can take most medically fragile and acute psychiatric inmates. If KCCF is unable to take these inmates, they would be guarded in an in-patient hospital setting until being able to be released to KCCF.

- *Cost:* Location and intensive inmate services account for the comparatively high costs at KCCF. There is also a one-time book fee.

Fee Type	2019 Fee	2020 Fee	Increase (\$)	Increase (%)
Booking Fee	\$140.87	\$144.96	\$4.09	2.90%
Housing Assignment				
General Population	\$192.76	\$202.75	\$9.99	5.18%
Medical and Specialty	\$289.97	\$302.73	\$12.76	4.40%
Mental Health	\$240.11	\$247.07	\$6.96	2.90%
Video Court				
Video Court Fee	\$0	\$0	\$0	0%

Table 3: KCCF 2019/2020 Fee Comparison.

- *Video conferencing:* KCCF has video conferencing into KCDC available.
- *Location:* KCCF is located in downtown Seattle, 11.5 miles from Shoreline City Hall. It takes about 35 minutes in regular afternoon rush hour traffic to travel from the Shoreline Police Station at City Hall to KCCF.
- *Capacity:* KCCF currently has capacity for our current jail population.
- *Prior experience:* KCCF has been inconsistent in its ability to house city inmate populations due to the priority to provide first for King County inmates. KCCF also has an agreement with the City of Seattle to house Seattle's misdemeanor populations, which is substantially larger than Shoreline's.
- *Feasibility:* This is a feasible option. It would require Council to increase the jail budget and for the City to spend time amending the current agreement with KCCF. It probably could not be implemented by the end of the current SCORE agreement, therefore the City would need to extend the current agreement with SCORE for a period of time (possibly up to a year) to ensure there is no break in service delivery.

Option 4: Out of County Contracting – Yakima Corrections

The City contracts with Yakima Corrections to house inmates post sentencing when sentences are for more than three (3) days. Inmates sentenced for three days or less are housed at SCORE. If we were to expand to have Yakima as the primary housing for all inmates, we would still need an agreement with SCORE so that inmates could be

booked locally and then sent to the Yakima on the regular transport bus between Yakima and SCORE.

- **Cost:** Yakima is significantly cheaper than other options for the City and does not have a booking fee.

Fee Type	2019 Fee	2020 Fee	Increase (\$)	Increase (%)
Booking Fee	\$0	\$0	\$0	0%
Housing Assignment				
General Population	\$63.65	\$67.50	\$3.85	6.05%
Medical and Specialty	\$98.35	\$105.25	\$6.90	7.02%
Mental Health	\$98.35	\$105.25	\$6.72	6.82%
Video Court				
Video Court Fee	NA	NA	NA	NA

Table 4: Yakima Jail 2019/2020 Fee Comparison.

- **Video conferencing:** Yakima does not currently have video conferencing into KCDC, but has had it in the past. It would be possible for this to be set up and there would be a fee associated with using it.
- **Location:** Yakima Corrections is located in Yakima, 153 miles from Shoreline City Hall. It takes about 2 hours and 40 minutes in regular afternoon rush hour traffic to travel from the Shoreline Police Station at City Hall to Yakima Corrections. As noted above, booking of inmates would occur at SCORE, and then they would be transported to Yakima using the bus transported service operated by the Yakima County Jail.
- **Capacity:** Yakima may be reducing bed space in the coming year. They are about to undergo a study looking at the needs of the jail, courthouse, and Sheriff's Office. The hope is to build a new jail within the next six to 10 years. Yakima was unable to share if they would be able to accept more inmates from the City at this time.
- **Feasibility:** While this is a feasible option, the option presents considerable risk since Yakima may be reducing their bed space in the coming year. If the City wanted to explore this route further, it would require the City amending the current agreement with Yakima. It probably could not be implemented by the end of the current SCORE agreement, so the City would need to extend the current agreement with SCORE for a period of time (possibly up to a year) to ensure there is no break in service delivery. The City would also need to determine how to adjust transport of inmates and Yakima would need to set up video conferencing with King County District Court. There may not be as much of a cost savings once those are accounted for in the change.

Option 5: Out of County Contracting – Snohomish Jail

- **Cost:** The following table summarizes the Snohomish Jail rates:

Fee Type	2019 Fee	2020 Fee	Increase (\$)	Increase (%)
Booking Fee	\$125.06	\$126.97	\$1.91	1.53%
Housing Assignment				
General Population	\$101.69	\$103.25	\$1.56	1.53%
Medical and Specialty	\$160.13	\$162.58	\$2.45	1.53%
Mental Health	\$242.79	\$246.50	\$3.71	1.53%
Video Court				
Video Court Fee	\$196.29	\$199.29	\$3.00	1.53%

Table 5: Snohomish Jail 2019/2020 Fee Comparison.

- *Video conferencing:* Snohomish Jail has video conferencing into KCDC available. It charges an additional fee of \$199.29 for the use of video conferencing for court.
- *Location:* Snohomish Jail is located in Everett, 18 miles from Shoreline City Hall. It takes about 35 minutes in regular afternoon rush hour traffic to travel from the Shoreline Police Station at City Hall to Snohomish Jail.
- *Capacity:* Snohomish staff said they may consider taking new cities under contract depending on the average daily population of inmates.
- *Previous experience:* Staff has concerns about sending City inmates to Snohomish Jail after they ended the City's agreement abruptly in 2013, leaving the City scrambling to find an alternative. Around the same time, a U.S. Department of Justice review found the jail was understaffed, overcrowded and lacking proper guidelines for inmates with serious medical needs. There were eight deaths at the Snohomish County Jail from 2010 through 2013, some leading to legal claims accusing officials of denying inmates proper medical care.
- *Feasibility:* This option has a similar feasibility to Yakima, except the risks are Snohomish's ability to provide service for the length of the agreement and the level of service delivery provided to inmates.

Inmate Housing Analysis Results

After weighing the above analysis, staff recommends Option 2, which recommends continuing to contract with SCORE and lowering the guaranteed bed rate to 15. The recommendation is based on SCORE's consistent past and expected future service delivery to the City. SCORE is expected to have beds available for the life of the agreement, provides and can expand the City's use of video court at no extra cost, and offers inmates a variety of necessary services without needing to be transported to other more expensive medical or psychological facilities. For the types of services delivered and relative proximity to the Shoreline, the cost per jail bed is a reasonable value for the City.

DISCUSSION

In alignment with the analysis results above, tonight, staff is seeking Council authorization for the City Manager to enter into a new five-year Interlocal Agreement with SCORE (Attachment A), which would begin on January 1, 2020 and terminate on December 31, 2024. The proposed SCORE Interlocal Agreement includes a 15-bed

guarantee. This means the City would pay for 15 jail bed days regardless of whether or not they are used. If the City exceeds 15 beds on a given day, the City would pay a higher rate for those beds used. For 2020, the guaranteed bed rate will be \$128 per bed and non-guaranteed beds will be \$184 per bed. For July 2018 through June 2019, the last 12 months the City has data for, the average daily inmate population was 14. The City expects to pay about \$1 million per year, for a total of \$5 million over the length of the agreement.

The agreement terms and conditions are nearly the same as those of the prior agreement with some exceptions. SCORE is no longer offering to any of the contracted cities the guaranteed bed rate when cities exceed their guaranteed bed number by 25%. The new agreement language states that once cities go over the guaranteed number of daily beds, cities will pay the non-guaranteed bed rate for the additional beds used. Agreement language related to inmate deaths has been updated to include information related to investigations (the City may participate in the investigation) and disposition of the inmate's remains (the City may provide written instructions on how to handle the remains), which was not included in the previous agreement. Otherwise the terms and conditions of the previous and new agreement are nearly identical.

RESOURCE/FINANCIAL IMPACT

The 2019-2020 jail budget is \$4 million, with SCORE's interlocal agreement accounting for about \$2.4 million, or \$1.2 million annually. The proposed interlocal agreement is for \$1 million annually, or \$5 million for the five-year agreement.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to enter into the 2020-2024 Interlocal Agreement with SCORE Jail for inmate housing services.

ATTACHMENTS

Attachment A – Interlocal Agreement with South Correctional Entity (SCORE) Jail
Attachment B – Pre-Sentencing Shoreline Jail Options

INTERLOCAL AGREEMENT FOR INMATE HOUSING

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 "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

WHEREAS, SCORE was formed by its Member Cities (as defined herein) as a governmental administrative agency pursuant to RCW 39.34.030(3) to operate and maintain a consolidated correctional facility located in the City of Des Moines (the "SCORE Facility") to serve the Member Cities and federal and state agencies and other local governments that contract with SCORE from time to time to provide correctional services essential to the preservation of the public health, safety and welfare; and

WHEREAS, the Contract Agency desires to transfer custody of certain inmates to SCORE to be housed at the SCORE Facility; and

WHEREAS, this Agreement is entered into by and between the Parties pursuant to chapters 39.34 and 70.48 RCW, which provide for interlocal agreements for sharing of correction/detention facilities between local governments;

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

SECTION 1. DEFINITIONS.

Terms defined in the recitals of this Agreement are incorporated herein as if fully set forth in this Agreement. Capitalized terms used herein shall have the following meanings. Terms not otherwise defined herein shall have the meanings set forth in the Interlocal Agreement.

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

Commencement Date means January 1, 2020.

Contract Agency Inmate means a person or persons subject to the Contract Agency's custody who is transferred to SCORE's custody under this Agreement.

Daily Bed Rate means the daily rate Contract Agency is charged to occupy a general population bed, as set forth in Exhibit A.

Daily Surcharge Rates means any of the following special charges as defined in Exhibit A: Daily Surcharge Rates: Medical-Acute; Mental Health-Acute; and Mental Health-General Population.

Guaranteed Bed Rate means a reduced Daily Bed Rate - Guaranteed, as set forth in Exhibit A.

Inmate means a person or persons transferred to SCORE's custody to be housed at the SCORE Facility. The term "Inmates" includes Contract Agency Inmates.

Interlocal Agreement means the Amended and Restated SCORE Interlocal Agreement dated as of October 1, 2009, executed among the parties thereto for the purpose of forming SCORE, as it may be amended and restated from time to time.

Mental Health - Residential Beds means Inmates clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing ongoing mental health care services and specialized housing in SCORE's Mental Health - Residential Unit.

Medical – Acute Beds means an Inmate is clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of medical services and housing provided in SCORE's medical clinic.

Mental Health – Acute Beds means an Inmate clinically determined by SCORE Health Services Provider, or its successor charged with the same duties, as needing the level of psychiatric services and specialized housing in SCORE's Mental Health - Acute Unit.

Member City has the meaning set forth in the Interlocal Agreement.

Non-Guaranteed Bed Rate means a higher Daily Bed Rate – Non-Guaranteed, as set forth in Exhibit A.

SCORE Facility means the correctional facility maintained and operated by SCORE known by 20817 17th Avenue South, Des Moines, WA 98198.

Termination Date means December 31, 2024.

SECTION 2. TERM.

This Agreement shall commence at 12:00 a.m. PST on the Commencement Date and terminate at 11:59 p.m. PST on the Termination Date, unless sooner terminated by either Party in accordance with this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to the Parties.

SECTION 3. INMATE HOUSING AND SERVICES.

Subject to the terms of this Agreement, SCORE hereby agrees to accept Contract Agency Inmates and to provide housing, care, and custody of those Contract Agency Inmates pursuant to SCORE policies and procedures. Additional related services and associated fees, if any, to be provided to Contract Agency Inmates and/or the Contract Agency are listed in Exhibit A.

To the greatest extent permitted by law, SCORE shall have the right to refuse to accept an individual in custody of the Contract Agency or to return any Contract Agency Inmate to the Contract Agency for any reason, including but not limited to if, in the sole discretion of SCORE, such individual presents a substantial risk of escape, of injury to self or other persons or property, of adversely affecting or significantly disrupting the operations of the SCORE Facility, and/or has a medical illness or injury that makes housing such individual not in the best interest of SCORE or other Inmates as described in Exhibit D. Final acceptance of an individual based on illness or injury is determined upon approval of medical staff at the time of booking.

SECTION 4. COMPENSATION.

In consideration of SCORE's commitment to provide housing and related services for Contract Agency Inmates, the Contract Agency agrees to pay SCORE the fees and charges set forth in Exhibit A. Such fees and charges may include, but are not limited to, booking, daily bed rate, medical and specialty, mental health, transportation, security, other charges and/or negotiated fees.

SCORE may from time to time revise the fees and charges for housing and related services under this Agreement during the term of this Agreement. SCORE shall give advance notice of any change to its fees and charges for such service in order to allow the Contract Agency sufficient time to adjust its annual budget. Unless otherwise agreed to by the Parties hereto, any new fees and charges under a new fee schedule shall become effective on January 1 of the following year.

The Contract Agency shall acknowledge receipt of the rates and charges schedule in writing and such acknowledgement shall be deemed to be an amendment to this Agreement and incorporated as if fully set forth herein without the necessity of a formal amendment or separate approval by the legislative authority of the Contract Agency or the Administrative Board of SCORE.

SECTION 5. TRANSPORTATION, BOOKING, CLASSIFICATION, DISCIPLINE AND RELEASE PROCEDURES.

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency 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 Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmate to the Contract Agency at a mutually agreeable location. Alternatively, 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. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

Contract Agency Inmates for whom bail is posted, or who otherwise have a right to be released, may choose to remain in custody at the SCORE Facility by signing written waiver and return to the Contract Agency by the regularly scheduled transport, be released to a family member or friend with confirmed transportation, or be released via private taxi.

SECTION 6. INMATE MEDICAL RECORDS, CLOTHING, BEDDING, PROPERTY AND WORK PROGRAMS.

- A. Inmate Medical Records. Should a Contract Agency Inmate receive medical care for injuries or illness at the time of arrest and prior to booking at the SCORE Facility, the Contract Agency shall provide medical documentation pertaining to injury or illness to SCORE at the time of booking if the Contract Agency has access to such records. If the Contract Agency cannot provide such records, SCORE, in its sole discretion, may refuse to accept a Contract Agency Inmate.
- B. Inmate Property. SCORE agrees to provide each Contract Agency Inmate with necessary or appropriate clothing and essential hygiene items. SCORE shall accept, hold and handle, and return any Contract Agency Inmate property in accordance with SCORE's policies and procedures, and shall be responsible only for Contract Agency Inmate property actually delivered into SCORE's possession. In the event a Contract Agency Inmate is being transported from a Contract Agency designated detention or correction facility, it will be the responsibility of the Contract Agency to process the Contract Agency Inmate's property not delivered and accepted into SCORE's possession as provided in Exhibit E.
- C. Work Programs. SCORE may assign Contract Agency 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.
- D. Visitation. SCORE shall provide reasonable scheduled visitation for Contract Agency Inmates. Inmate visitation may be accessible via video connection by third party provider at off-site locations for an access fee. Complimentary video visit access is available at the SCORE Facility. Confidential telephones or visitation rooms shall be available to a Contract Agency Inmate to communicate with his or her legal counsel.
- E. Inmate Accounts. SCORE shall establish and maintain a non-interest bearing account for each Contract Agency Inmate. Upon returning custody of a Contract Agency Inmate to the Contract Agency, SCORE shall transfer the balance of that Contract Agency Inmate's account that is not subject to charges, to the Contract Agency Inmate or to the Contract Agency in the form of cash, check, debit card or other agreed upon method in the name of the Contract Agency Inmate.

SECTION 7. 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.

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

In-facility medical, dental, and mental health services are included in the daily rate set forth in Exhibit A. Should a Contract Agency Inmate require medical, mental health, dental, and/or other medical services at an outside medical or health care facility, SCORE shall notify the Contract Agency's designee (either by written or electronic means) within a reasonable time period before the Contract Agency Inmate receives such medical, mental health, dental or any other medical services. Notwithstanding the foregoing, the Contract Agency acknowledges that such notice may not be reasonably possible prior to emergency care.

The Contract Agency shall pay for all medical, mental health, dental or any other medical services or equipment that are required to care for Contract Agency Inmates outside of the SCORE Facility in addition to the charges listed in Exhibit A. Lack of prior notice shall not excuse the Contract Agency from financial responsibility for such 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 Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

Warrants and Contract Agency Inmates in a "Detainer" status shall be handled according to SCORE policies and procedures and as provided in Exhibit B attached hereto.

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

If a court of limited jurisdiction releases a hold on a Contract Agency Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that Contract Agency Inmate except if the Contract Agency wishes to use the video arraignment system at the SCORE Facility.

SECTION 10. ESCAPE; DEATH.

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

If a Contract Agency Inmate dies while in SCORE custody, SCORE shall notify the Contract Agency as soon as reasonably possible. The King County Medical Examiner shall assume custody of the Contract Agency Inmate's body. Unless another agency becomes responsible for investigation, one or more Member City shall investigate and shall provide the Contract Agency with a report of its investigation. The Contract Agency may participate in the investigation. If another agency becomes responsible for investigation, SCORE shall serve as a liaison or otherwise facilitate the Contract Agency's communication with and receipt of reports from the other agency.

The Contract Agency shall provide SCORE with written instructions regarding the disposition of the Contract Agency Inmate's body. The Contract Agency shall pay for all reasonable expenses for the preparation and shipment of the body. The Contract Agency may request in writing that SCORE arrange for burial and all matters related or incidental thereto and the Contract Agency shall be responsible for all costs associated with this request.

SECTION 11. REPORTING AND INSPECTION.

SCORE agrees to use reasonable efforts to work with the Contract Agency to provide access to and/or reports from jail management systems that provide statistical information about Inmates. The Contract Agency shall have the right, upon reasonable advance notice, to inspect the SCORE Facility at reasonable times. During such inspections, the Contract Agency may interview Contract Agency Inmates and review Contract Agency Inmates' records. The Contract Agency shall have no right to interview Inmates housed for other jurisdictions or to review their records, unless Contract Agency is properly authorized to do so by the Inmate or the other jurisdiction.

SECTION 12. TECHNOLOGY.

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

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency 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. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency 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 Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. 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 Contract Agency 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 Contract Agency 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.

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, 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 Contract Agency Inmate, or loss or damage to Contract Agency Inmate 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 Contract Agency 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 Contract Agency Inmate, or loss or damage to Contract Agency Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the Contract Agency, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the Contract Agency'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 Contract Agency and SCORE in connection with or incidental to the performance or non-performance of the Contract Agency's and or SCORE's services, duties, and obligations under this Agreement are the subject of any liability claims by a third party, the Contract Agency 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 Contract Agency 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.

SECTION 17. INSURANCE.

SCORE and the Contract Agency 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 Contract Agency 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.

Each Party shall provide to the other Party at least 30 days advance notice of any cancellation, suspension or material change in coverage.

SECTION 18. TERMINATION.

Either Party may terminate this Agreement, with or without cause, by providing the other Party with 90 days written notice of termination as provided in RCW 70.48.090.

SECTION 19. RECORDS.

The Parties hereto shall maintain all records, reports, and documents created, held or maintained under this Agreement and the services to be provided hereunder in accordance with chapter 42.56 RCW (the Washington Public Records Act), chapter 40.14 RCW (Preservation and Destruction of Public Records) and all other applicable federal, state and local laws and regulations.

SECTION 20. OPERATION OF SCORE FACILITY; PRISON RAPE ELIMINATION ACT.

SCORE shall manage, maintain, and operate the SCORE Facility in compliance with all applicable federal, state, and local laws and regulations. SCORE acknowledges and complies with the terms of the Prison Rape Elimination Act regarding custodial sexual misconduct as set forth in Exhibit C.

SECTION 21. HIPAA AND HITECH COMPLIANCE.

The Parties shall comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Health Information and Technology for Economic and Clinical Health Act (HITECH Act) as applicable, which relate to the Parties' responsibilities under this Agreement, as well as state laws and regulations including chapter 70.02 RCW.

SECTION 22. 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.*).

SECTION 23. MISCELLANEOUS.

- A. 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.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, 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 the assigning Party stated herein.
- C. 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.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

- F. Attorneys' Fees. In any claim or lawsuit for damages arising from the Parties' performance of this Agreement, each Party shall be responsible for payment of its own legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit; however, nothing in this subsection shall limit each Parties' right to indemnification under this Agreement.
- G. Approval and Filing. Each Party shall approve this Agreement by resolution, ordinance, motion or otherwise pursuant to the laws of the governing body of each Party. The signatures of the authorized signatories below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed and/or posted pursuant to chapter 39.34 RCW.
- H. Amendment. Except as otherwise provided in Section 4 of this Agreement, no waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless evidenced in writing signed by duly authorized representatives of both Parties.
- I. No Joint Venture or Partnership. No joint venture, separate administrative or governmental entity, or partnership is formed as a result of this Agreement
- J. Compliance with Applicable Laws and Standards. SCORE agrees to manage the Contract Agency Inmates and the SCORE Facility in accordance with applicable federal and state laws and regulations and to maintain staffing levels at the SCORE Facility in sufficient numbers and rank to maintain the safety of the public, staff, Inmates, and to reasonably carry out the provisions of this Agreement.
- K. Continuation of Performance. In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Parties hereto agree that, notwithstanding such dispute or conflict, they shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities. Provided that if the Contract Agency fails to pay for the services provided by the SCORE, SCORE can cease providing such services until payment is made.
- L. Representatives; Notices. The individuals listed below the signature blocks included in this Agreement are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Party. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent electronically or by certified or registered mail, return receipt requested, addressed as provided after the signature blocks included in this Agreement, or to such other address as may be designated by the addressee by written notice to the other Party.
- M. Entire Agreement. This Agreement, together with any subsequent amendments, constitutes the entire Agreement between the Parties and supersedes all prior agreements for inmate housing between the Parties.

SECTION 24. EXECUTION.

This Agreement shall be executed by the Parties hereto by their duly authorized representative. This Agreement may be executed in one or more counterparts.

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

City of Shoreline
Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198

NOTICE ADDRESS:

City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

Attention: Executive Director Devon Schrum

Email: dschrum@scorejail.org

Telephone: 206-257-6262

Fax: 206-257-6310

Attention: Christina Arcidy

Email: carcidy@shorelinewa.gov

Telephone: (206) 801-2216

Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name:

Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name: Christina Arcidy

Title: CMO Management Analyst

Exhibit A
FEES AND CHARGES AND SERVICESDaily Housing Rates:¹

General Population – Guaranteed	\$128.00	Number of Beds: <u>15</u>
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:²

Mental Health – Residential Beds	\$159.00
Medical - Acute Beds	\$217.00
Mental Health – Acute Beds	\$278.00

Health Care Services:³

In-Facility Care	Included
Co-Payments	Inmate responsibility
Outside Medical Services	Contract Agency billed
Emergency Care	Contract Agency billed
Pharmaceuticals	Medications billed to Contract Agency

Transportation Fees:

SCORE Officer Transport	\$65.00/per hour
Released at Member City Location ⁴	Included

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

² Surcharges are in addition to daily bed rates and subject to bed availability.

³ Guided by American Correctional Association and/or National Commission on Correctional Health Care.

⁴ Auburn, Burien, Des Moines, Federal Way (Until 12/31/2019), Renton, SeaTac, Tukwila.

Exhibit B**WARRANTS/OTHER COURT ORDERS/DETAINERS**

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

1. When receiving a Contract Agency Inmate, the booking officers at SCORE shall review all paperwork provided by the Contract Agency for all grounds to hold the Contract Agency Inmate.
2. Prior to releasing a Contract Agency Inmate, SCORE shall check the NCIC and WACIC systems to determine if the Contract Agency Inmate is subject to any valid warrants or other detainers.
 - a) If the Contract Agency Inmate is subject to a warrant that is limited to King County, SCORE will, upon receiving written permission (e-mail) from the Contract Agency, 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 Contract Agency 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 Contract Agency 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 Contract Agency, 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.

Exhibit C**PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT**

1. Compliance
SCORE agrees to ensure that all of its employees, contractors, vendors, and volunteers that have contact with Contract Agency Inmates comply with all federal and state laws regarding sexual misconduct including, but not limited to:
 - a) The Prison Rape Elimination Act of 2003 (PREA)
 - b) The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
 - c) Zero tolerance toward all forms of sexual abuse and sexual harassment.
2. Monitoring
SCORE agrees to provide the Contract Agency documented compliance with the Federal Prison Rape Elimination Act standards. Monitoring may include, but is not limited to:
 - a) Site visits,
 - b) Access to facility data, and
 - c) Review of applicable documentation.
3. Contract Agency may terminate this Agreement
 - a) Should SCORE fail to provide documentation that demonstrates that the SCORE is actively and effectively working toward and is making substantive progress toward achieving compliance; or
 - b) Should SCORE fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.
4. The Contract Agency will terminate this Agreement
 - a) Should SCORE elect to discontinue pursuit of PREA compliance;
 - b) Should SCORE be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames; or
 - c) Should SCORE be found to be in egregious violation of PREA.

Exhibit D**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 days.
18. Persons who have attempted suicide during their current incarceration.
19. Persons displaying current psychotic episode.

Exhibit E

PROPERTY

1. SCORE will *not accept or transport* the following:
 - a) Backpacks, suitcases, etc.
 - b) Unpackaged food products.
 - c) Food products in packaging that have been opened.
 - d) Any type of weapon (includes pocket knives).
 - e) Liquids.
 - f) Helmets or any kind.
 - g) Large items that will not fit into a common paper grocery bag.
 - h) Material deemed to be contraband.

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

Exhibit F**CLASSIFICATION**

SCORE maintains a classification plan to guide staff in the processing of individuals brought into the facility. The plan includes an initial screening process, as well as a process for determining appropriate housing assignments (28 CFR 115.42) and uses an objective screening instrument and procedures for making decisions about classification and housing assignments. The plan includes, and not limited to, an evaluation of the following criteria:

1. Behavior during arrest and intake process
2. Potential risk of safety to others or self
3. Medical needs
4. The inmate's own perception of his/her vulnerability
5. Any other criteria as deemed appropriate by the Executive Director or designee

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

1. If the Contract Agency Inmate has been classified to a special housing unit.
2. If the Contract Agency Inmate has been classified as protective custody.
3. If the Contract Agency Inmate:
 - a) Is a violent offender or has displayed violent behavior during present or past incarcerations
 - b) Is identified as a threat to law enforcement
 - c) Is an escape risk

Exhibit G**BORROWING**

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

1. If a Contract 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 detainers. 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 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE 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.

Pre-Sentencing Shoreline Jail Options

	SCORE		King County Corrections Facility		Yakima		Snohomish	
General Information	27 miles away; services to accommodate most inmates; free video court with King County District Court (KCDC)		11.5 miles away; services accommodate all but the most intensive inmate needs; free video court with KCDC		153 miles away; could set up video conferencing with KCDC and would charge a fee for its use		18 miles away; could set up video conferencing with KCDC and would charge a fee for its use	
Capacity/Ability to Serve Shoreline	Capacity of 802 inmates and able to continue contracting with Shoreline		Inconsistent in its ability to house Shoreline inmates		May be reducing bed space in the coming year and unable to house Shoreline inmates; would require contract with SCORE for pre-transport booking inmates		Would consider taking new cities depending on inmate average daily population, however may be unable to provide service for the length of contract	
Fee Structure	2020 Fee	Increase (%) from 2019	2020 Fee	Increase (%) from 2019	2020 Fee	Increase (%) from 2019	2020 Fee	Increase (%) from 2019
Booking Fee	\$0	0%	\$144.96	2.90%	\$0	0%	\$126.97	1.53%
Housing Assignment								
General Population	\$128.00 (guaranteed) \$184.00 (non-guaranteed)	3.23%	\$202.75	5.18%	\$63.65	6.05%	\$103.25	1.53%
Medical & Specialty	\$217.00	24.71%	\$302.73	4.40%	\$98.35	7.02%	\$162.58	1.53%
Mental Health	\$278.00	59.77%	\$247.07	2.90%	\$98.35	6.82%	\$246.50	1.53%
Video Court Fee	\$0	0%	\$0	0%	Unknown	Unknown	\$199.29	1.53%

Staff Recommendation

- Continuing to contract with SCORE for inmates pre-sentencing, but reduce the number of guaranteed beds from 20 to 15.
- A change in judicial philosophy in 2018 has resulted in sentences aligned with other King County contracted cities, which are typically shorter.
- Shoreline's average daily population has been 14 for the last 12 months where data is available (July 2017-June 2018).
- Recommendation saves the City \$200,000/year.