

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Execute an Amendment to the Agreement with the South Correctional Entity (SCORE) Regional Jail for Jail Services
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Isa Hirata, CMO Fellow 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:

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition. Inmates being held post-disposition with sentences longer than three days have historically been transferred to Yakima County Jail, however due to COVID-19 the City suspended the use of the Yakima County Jail. Yakima has recently let the City know they will terminate the City's contract with them as of December 31, 2022, as they will no longer be providing contracted jail services to city partners. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

The proposed amendment to the City's existing agreement with SCORE Jail would authorize an extension of the agreement to cover 2023. The agreement requires that SCORE provide the City an estimate of daily rates for the upcoming year by July 1 each year. Tonight, staff is seeking Council authorization for the City Manager to execute an amendment to the SCORE Jail agreement.

RESOURCE/FINANCIAL IMPACT:

The 2023 criminal justice budget, which is scheduled to be adopted on November 21, 2022, is \$2,435,517. Of that amount, \$1,325,000 is allocated toward jail services. The SCORE Jail budget is estimated to be \$825,000, representing 62% of the jail budget. The proposed increase of Guaranteed Beds from 10 to 12 is expected to result in a total savings of approximately \$52,536, resulting in reduced jail services expenses.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the agreement with SCORE Jail to continue as the City's primary jail and booking facility for 2023 and increase the number of Guaranteed Beds per night from 10 to 12.

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 those committed by 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.

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE) Regional Jail, Yakima County Jail, and the King County Jail in downtown Seattle. SCORE is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition. Inmates being held post-disposition with sentences longer than three days have historically been transferred to Yakima County Jail, however due to COVID-19 the City suspended the use of the Yakima County Jail. Yakima has recently let the City know they will terminate the City's contract with them as of December 31, 2022, as they will no longer be providing contracted jail services to city partners. The King County Jail in downtown Seattle is used when a defendant is booked or jailed on charges from multiple jurisdictions or on felony and City misdemeanor charges.

On November 25, 2019, Council approved an agreement with SCORE for jail services. Materials from the November 25, 2019, meeting can be found here: [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.](#)

Each year, SCORE requests that the City amend the agreement to reflect new jail daily rates. On November 16, 2020, the SCORE Jail agreement was amended, however rates did not increase due to the COVID-19 pandemic. SCORE also has not been charging contract cities the Non-Guaranteed Bed rate during the pandemic. Materials from the November 16, 2020, meeting can be found here: [Authorizing the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services.](#)

On October 4, 2021, the SCORE Jail agreement was amended, and Guaranteed Beds were reduced from 15 to 10. Materials from the October 4, 2021, meeting can be found here: [Authorizing the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services.](#)

DISCUSSION

Tonight, Council is scheduled to take action on the annual SCORE Jail amendment.

COVID-19 Impacts to City's Jail Usage

Since March 2020, the City has implemented several measures to decrease the potential spread of COVID-19 in the regional criminal justice system. SCORE only accepted mandatory bookings starting in March 2020 and therefore billed contract

cities for actual beds used rather than the standard Guaranteed Bed rate. King County Jail suspended its work release program on March 24, 2020, in addition to other efforts to keep COVID-19 out of the jail. The work release program was permanently closed on January 1, 2021. Shoreline Police have worked to keep themselves and the community safe by reducing contact with individuals, making fewer arrests and referrals to jails.

SCORE Jail resumed billing the City for the 15 Guaranteed Beds in July 2021. As the City’s Guaranteed Bed agreement was reduced to 10 beds in 2002, starting in January, the City has been billed for the 10 Guaranteed Beds, though any additional Non-Guaranteed beds used were also charged Guaranteed Bed rates. However, in 2023, SCORE will return to pre-COVID billing operations, meaning the City will be billed for Guaranteed Beds and Non-Guaranteed Beds separately.

SCORE Rates

SCORE Jail rates for 2023 will increase by 5%. Additionally, SCORE will charge a booking fee of \$50 per inmate, which is an increase from \$35 per inmate. SCORE also notified the City that it plans to return to its pre-pandemic operation of charging contract cities the Non-Guaranteed Bed rate when a City goes over its contracted number of Guaranteed Beds. Shoreline currently pays for 10 Guaranteed Beds per day whether or not the City uses them.

SCORE continues to be the City’s best options with regard to cost compared to King County Jail, as displayed in the following table:

Jail Daily Rates	2020	2021	2022	2022 Booking Fee	2023	2023 Booking Fee
King County Jail	\$202.75	\$210.19	\$225.80	\$236.26	\$256.90	\$262.25
SCORE Jail Guaranteed Bed	\$128	\$128	\$131.84	\$35	\$138.43	\$50
SCORE Jail Non- Guaranteed Bed	\$184	\$184	\$189.52	\$35	\$199	\$50

SCORE Guaranteed Beds per Day

The SCORE Interlocal Agreement signed in 2019 reduced the number of Guaranteed Beds from 20 to 15 after staff performed a jail usage analysis. As noted above, in 2021, the number of Guaranteed Beds was reduced further from 15 to 10 beds after a similar usage analysis indicated significant cost savings and projections of the City rarely going over the Guaranteed Bed number.

After completing a similar usage analysis this year, staff now proposes increasing the number of SCORE Guaranteed Beds per night from 10 to 12 for 2023. While there was an average of 10 beds used per day at SCORE over the period July 2021 – June 2022, there has been a trend of increased jail use during that time period especially in the last six months. With SCORE Jail transitioning back to charging more for Non-Guaranteed

Bed use, the City will save money if usage continues to be at least the current usage rate of 12 beds per night. Using this past year's jail bed data, the City would have spent an additional \$111,241 if the number of Guaranteed Beds was set at 10 instead of 12, using the 2023 rates. If the number of Guaranteed Beds was set at 12, the City would have spent \$58,705, which is a cost savings of \$52,536. Though there continues to be uncertainty in jail usage due to the evolving COVID-19 pandemic and the discontinuation of Yakima jail, staff is recommending this increase in Guaranteed Beds due to the likely cost savings for the City.

The proposed amendment to the agreement with SCORE is attached to this staff report as Attachment A.

FINANCIAL IMPACT

The 2023 criminal justice budget, which is scheduled to be adopted on November 21, 2022, is \$2,435,517. Of that amount, \$1,325,000 is allocated toward jail services. The SCORE Jail budget is estimated to be \$825,000, representing 62% of the jail budget. The proposed increase of Guaranteed Beds from 10 to 12 is expected to result in a total savings of approximately \$52,536, resulting in reduced jail services expenses.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the agreement with SCORE Jail to continue as the City's primary jail and booking facility for 2023 and increase the number of Guaranteed Beds per night from 10 to 12.

ATTACHMENTS

Attachment A: Amendment to the Original Agreement for Inmate Housing with SCORE for Jail Services

AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING (this “Amendment”), dated _____, 2022, 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 _____, 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, the Parties previously entered into an Interlocal Agreement for Inmate Housing dated _____, as previously amended (the “Original Agreement”) pursuant to which SCORE provides housing, care and custody of Contract Agency inmates housed at the SCORE consolidated correctional facility located in the City of Des Moines (the “SCORE Facility”); and

WHEREAS, the Parties now desire to amend and restate the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to terms related to release of inmates who have not had a probable cause determination as provided herein;

Section 1. Definitions. Terms not otherwise defined herein (including in the recitals, which are incorporated herein by this reference) shall have the meanings set forth in the Original Agreement.

Section 2. Amendment.

(1) **Amendment to Release Provisions.** Section 5(E) (Transportation, Booking, Classification, Discipline and Release Procedures) of the Original Agreement is hereby amended and restated as follows:

...

E. **Release.** Except for work programs or health care, if no probable cause determination is made as required by law, 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. If SCORE becomes aware that there has been no probable cause determination as required by law, and the person is still in SCORE’s custody, SCORE will notify the Contract Agency that the person must be released unless written proof that the probable cause determination was made is provided. 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 Inmates 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 Owner City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees for transportation outside of King County, if any, 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.

(2) **Amendment to Hold Harmless, Defense, and Indemnification Provisions.** Section 16 (Hold Harmless, Defense and Indemnification) of the Original Agreement is hereby amended and restated as follows:

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 (unless the Contract Agency has affirmatively notified SCORE in writing that a probable cause determination has been made within 48 hours of the arrest of the person bringing the claim), 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 3. Entire Agreement. Except as hereby amended and restated by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 4. Severability. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of the Agreement as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

Section 5. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 6. Execution. This Agreement shall be executed the Parties hereto by their duly authorized representative. This Amendment may be executed in one or more counterparts.

SOUTH CORRECTIONAL ENTITY

Signature

Signature

Printed Name – Title

Printed Name – Title

ATTEST:

NOTICE ADDRESS:

NOTICE ADDRESS:

SOUTH CORRECTIONAL ENTITY
20817 17th Avenue South
Des Moines, WA 98198
Attention:
Email:
Telephone:
Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:
Name:
Title: