

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:	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 South Correctional Entity (SCORE) Facility is the City's primary jailing and booking facility, housing approximately 95% of inmates being held pre-disposition. Before the police can arrest someone or get a search warrant, they must have probable cause to make the arrest or to conduct the search. The [Fourth Amendment of the U.S Constitution](#) references probable cause as a necessary component of a search or seizure of property and before a person is taken into police custody.

Tonight, staff is seeking Council authorization for the City Manager to execute an amendment to the SCORE Agreement that strengthens the expectations that agencies who book at SCORE have the responsibility to ensure probable cause.

RESOURCE/FINANCIAL IMPACT:

There is no financial impact to this amendment.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the SCORE Agreement to strengthen the expectation that agencies who book at SCORE have the responsibility to ensure probable cause.

Approved By: City Manager **JN** 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 misdemeanor offenses, as those committed by defendants less than 18 years of age and all felony offenses are the responsibility of King County. Since the City does not own its own jail facility, it has contracted with multiple jail providers to house inmates since incorporation.

The City currently has contracts for jail services with the following three facilities: South Correctional Entity (SCORE), 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 our misdemeanor 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 it 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: [November 25, 2019 staff report on the 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, Council approved an amendment to the SCORE Agreement; 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: [November 16, 2020, staff report on Authorizing the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services.](#)

On October 4, 2021, Council approved another amendment to the SCORE Agreement. Guaranteed Beds were reduced from 15 to 10. Materials from the October 4, 2021, meeting can be found here: [October 4, 2021, staff report on Authorizing the City Manager to Execute an Amendment to the Agreement with SCORE for Jail Services.](#)

On September 26, 2022, Council approved the latest amendment to the SCORE Agreement. Guaranteed Beds were increased from 10 to 12. Materials from the September 26, 2022, meeting can be found here: [September 26, 2022, staff report on Authorizing the City Manager to Execute an Amendment to the Agreement with the South Correctional Entity \(SCORE\) Regional Jail for Jail Services.](#)

DISCUSSION

Tonight, Council is scheduled to take action on an amendment required by SCORE's insurance provider that would strengthen the expectation that agencies who book at SCORE have the responsibility to ensure probable cause.

Before the police can arrest someone or get a search warrant, they must have probable cause to make the arrest or to conduct the search. The [Fourth Amendment of the U.S Constitution](#) references probable cause as a necessary component of a search or seizure of property and before a person is taken into police custody. Specifically, the Fourth Amendment reads:

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Probable cause "requires a showing that the facts and circumstances within the arresting officer's knowledge and of which the officer has reasonably trustworthy information are sufficient to warrant a person of reasonable caution in a belief that an offense has been committed" (*State v. Barron*). In another case, "probable cause boils down, in criminal situations, to a simple determination of whether the relevant official, police or judicial, could reasonably believe that the person to be arrested has committed the crime" (*State v. Neeley*). Such a determination relies on the totality of facts and circumstances known by the officer at the time of the arrest. It is "grounded on a practical, nontechnical" review of the facts.

Probable cause means that the police officer not only has a suspicion that a crime has been or is being committed, but that the police officer also has actual knowledge that the crime has been or is being committed. In other words, there must be evidence that supports a police officer's suspicion that a crime has been committed before he can have a search warrant issued and/or make an arrest.

The attached amendment to the SCORE Agreement (Attachment A) would strengthen the expectation that agencies who book at SCORE have the responsibility to ensure probable cause. There has only been one case in which a city failed to establish probable cause within appropriate timeframes. That said, SCORE's insurer is requiring that contracts be more explicit about this expectation. Shoreline, through the work of the King County Sheriff's Officers serving the City, has always ensured these expectations were met. Staff finds it beneficial to both parties for this expectation to be included in the SCORE Agreement.

FINANCIAL IMPACT

There is no financial impact to this amendment.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to amend the SCORE Agreement to strengthen the expectation that agencies who book at SCORE have the responsibility to ensure probable cause.

ATTACHMENTS

Attachment A: Amendment to Interlocal Agreement for Inmate Housing

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: