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Continue to utilize King County Jail and the City of Buckley for all prisoners.

FISCAL IMPACT:

Anticipate an overall reduction in costs for booking prisoners.

Current King County rate: Booking fee \$380.21  $\pm$  Daily Maintenance Fee \$119.62 compared to SCORE rate: No booking fee, 2012 bed rate fee \$125.00

CITY COUNCIL ACTION:     Ordinance     Resolution     Motion     Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to pass Resolution No. \_\_\_\_\_ authorizing the City Manager to execute an Agreement between The City of Covington, Washington and the South Correctional Entity (SCORE), Washington for the Housing of Inmates in the SCORE Jail.**

REVIEWED BY: City Manager, Finance Director, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINGTON, KING COUNTY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF COVINGTON AND THE SOUTH CORRECTIONAL ENTITY (SCORE), DES MOINES, WASHINGTON, FOR THE HOUSING OF INMATES IN THE SOUTH CORRECTIONAL ENTITY JAIL.**

**WHEREAS**, the City of Covington (“City”) has a need for a secure location for the housing of inmates; and

**WHEREAS**, the South Correctional Entity (SCORE) is authorized by law to operate a jail and the City of Covington is authorized by law to operate a jail; and

**WHEREAS**, the City wishes to designate the SCORE jail as a place of confinement for the incarceration of one or more inmates lawfully committed to the City’s custody; and

**WHEREAS**, the Director of SCORE is desirous of accepting and keeping in his/her custody such inmate(s) in the SCORE jail for a rate of compensation mutually agreed upon by the parties hereto; and

**WHEREAS**, RCW 39.34.080 and other Washington law, as amended, authorizes any county to contract with any city to perform any governmental service, activity or undertaking which each contracting jurisdiction is authorized by law to perform; and

**WHEREAS**, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended; and

**WHEREAS**, the City Council believes that it is in the best interest of the City to enter into the above-referenced Agreement with SCORE, now, therefore,

**BE IT RESOLVED** by the City Council of the City of Covington, King County, Washington as follows:

**Section 1.** The City Manager is hereby authorized to execute an Agreement between the City of Covington and SCORE for the housing of inmates in the form set forth on Exhibit “A” attached hereto.

**PASSED** in open and regular session on this \_\_\_\_\_ day of June, 2011.

\_\_\_\_\_  
MAYOR Margaret Harto

Attested:

\_\_\_\_\_  
Sharon Scott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Sara Springer, City Attorney

**AGREEMENT FOR INMATE HOUSING -- 2012 – 2021**

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

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

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

**1. Purpose and Term.** The purpose and intent of this Agreement is to establish the terms under which SCORE will house certain inmates of the City for the period January 1, 2012 through December 31, 2021.

**2. Definitions.**

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

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

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

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

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

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

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

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

**SCORE Facility** – the correctional facility operated by SCORE known by either 20817 17th Avenue South, 1801 South 200<sup>th</sup> Street, Des Moines, WA 98198, or any other address assigned by the City of Des Moines.

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

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

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

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

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

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

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

**8. Booking.** City Inmates shall be booked pursuant to SCORE's booking policies and procedures.

Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the City Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a City Inmate is entitled. The information is to be used for third party billing.

**9. Classification.** City Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of

SCORE. The City shall provide information regarding each City Inmate as specified in **Attachment C – Classification**.

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

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

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

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

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

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

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

If a City inmate is admitted to a hospital, the City will be responsible for hospital security unless other arrangements are made with SCORE. SCORE may provide hospital security services for an additional charge if staff is available.

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

**13. Inmate Discipline.** SCORE shall discipline City Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the City.

**14. Removal from the SCORE Facility.** Except for work programs or health care, and during emergencies, City Inmates shall not be removed from the SCORE

Facility without written authorization from the City or by the order of a court of competent jurisdiction. Other jurisdictions may “borrow” a City Inmate only according to the provisions of **Attachment D – Borrowing**. In the event of the City Inmate’s emergency removal, SCORE shall notify the City by electronic means, including e-mail or fax, as soon as reasonably possible. No early release or alternative to incarceration, home detention, or work release shall be granted to any Inmate without written authorization by the committing court.

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

**16. Inmate-Attorney Communication.** Confidential telephones or visitation rooms shall be available to City Inmates to communicate with their legal counsel.

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

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

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

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

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

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

**21. Release of Holds and Court Appearances.** If a court of limited jurisdiction of the City releases a hold on a City Inmate still incarcerated at the SCORE Facility, SCORE will not facilitate further court appearances of that City Inmate except if the City wishes to use the video arraignment system at the SCORE Facility. In such case, there will be a twenty-five dollar (\$25) hearing fee assessed per video appearance for court matters for which the inmate is not being held.

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

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

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

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

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

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

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

A. **Guaranteed Bed Rate:**

<b>2012 - 10 year Guaranteed Rate</b>	\$125
Number of Guaranteed Beds	Four (4).

The above referenced Guaranteed Bed Rate (the “Guaranteed Rate”) requires pre-payment for all beds guaranteed on a quarterly basis for a minimum of ten (10) years. The Guaranteed Rate is limited to the first 200 contracted beds by the City. The Guaranteed Rate for all years after 2012 will be based upon the rate charged to the Member Cities plus a percentage. For the year 2012, the Member City’s rate is set at \$112.50, and throughout the contract period the Guaranteed Rate will not exceed 11% above the Member City’s rate. City’s use of guaranteed beds is averaged on an annual basis. All contract rates are established to recover full cost of services. Guaranteed Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Guaranteed Rates will be provided by July 1 of each year for the following year.

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

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

The City may purchase additional beds, as available, at the then-existing bed rate; however, SCORE shall have the right to refuse to accept custody of or house City Inmates in excess of the City's minimum bed commitment.

**B. Non-Guaranteed Bed Rate:**

	<b>2012</b>
<b>5 years</b>	\$135
<b>3 years</b>	\$140

The above referenced Non-Guaranteed Bed Rate (the "Daily Rate") is based on available space at the SCORE Facility for all years after 2012 and will be based upon the Member City's rate plus a percentage. For the year 2012, the Member City's rate is set at \$112.50, and throughout the contract period the Daily Rate will not exceed 20% above the Member City's rate. All contract rates are established to recover full cost of services. Daily Rates for the following year will be based upon actual expenses from the period of April 1 – March 31 of each calendar year. An estimate of the Daily Rates will be provided by July 1 of each year for the following year.

**28. Specialty Housing Surcharge.** Should the City average thirty-five percent or more of its City Inmates in Specialty Housing for any month, the City will pay a Specialty Housing surcharge based upon that population. The Specialty Housing surcharge will be established on an annual basis, no later than July 1 of each year, at a rate not to exceed 50% of the Non-Guaranteed Bed Rate.

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

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

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

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

For billing and other disputes:

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

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

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

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

**32. Duration of Agreement.** The duration of this Agreement shall be from January 1, 2012, at 12:00 A.M. and shall end at 11:59 P.M., on December 31, 2021 unless otherwise terminated in accordance with Section 34 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to SCORE and the City.

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

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

The City shall hold harmless, defend, and indemnify SCORE, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to false arrest or detention,

alleged mistreatment, alleged violation of civil rights, injury, or death of any City Inmate, or loss or damage to City Inmate property while in SCORE custody) that result from or arise out of the acts or omissions of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under this Agreement.

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

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

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

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

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

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

**36. Termination.**

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

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

and 3) the City has given SCORE formal written notice of final termination pursuant to this section 36(B).

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

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

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

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

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

**41. Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.

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

**43. Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City Manager or Mayor and SCORE Presiding Officer below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed pursuant to RCW 39.34.040.

**44. General Provisions.** Unless otherwise agreed in writing executed by both parties, on and after \_\_\_\_\_, 20\_\_, and so long as this Agreement remains in effect, this document constitutes the entire Agreement between the City and SCORE

under which SCORE houses City Inmates, and no other oral or written agreements between the parties shall affect this Agreement.

No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision.

This Agreement may be executed in any number of counterparts.

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

TO CITY of COVINGTON: 16720 SE 271 Suite 100  
Covington, WA 98042

TO SCORE: Prior to Facility Opening:

Director  
1055 South Grady Way  
Renton, Washington 98057  
Fax: (425) 430-7508

Once Facility is Operational:

Director

At address designated by SCORE in writing to the City

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

**CITY OF COVINGTON**

**SOUTH CORRECTIONAL ENTITY**

\_\_\_\_\_  
, City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
, CMC, City Clerk

,

Approved as to Form:

\_\_\_\_\_  
, City Attorney

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

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

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

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## ATTACHEMENT B

### PROPERTY

SCORE will only accept Inmate property as follows:

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

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

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**ATTACHMENT C**  
**CLASSIFICATION**

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

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

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**ATTACHMENT D**  
**BORROWING**

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

1. If a contracting City requests the transport of another contracting City’s Inmate from SCORE the requesting City must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainees. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting City, it is the responsibility of the requesting City to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting City 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 City, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 34 of the Agreement.
3. SCORE will not track the Inmate once he or she has left SCORE’s facility.
4. If the Inmate is returned to the custody of SCORE, the requesting City shall provide SCORE with sentencing/charge information. The requesting City 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 a city that also contracts with the SCORE for Inmate housing.

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## ATTACHMENT E

### WARRANTS/OTHER COURT ORDERS/DETAINERS

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

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

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**ATTACHMENT F**

**INMATE RELEASE**

SCORE personnel will release City Inmates as follows:

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

**Agenda Item 4**  
Covington City Council Meeting  
Date: June 21, 2011

SUBJECT: DISCUSS SELECTION OF THE COVINGTON 2011 CITIZEN AND HONORARY CITIZEN OF THE YEAR.

RECOMMENDED BY: Karla Slate, Community Relations Coordinator

ATTACHMENT (S):

1. Citizen of the Year Flyer.
2. Citizen of the Year News Release Distributed June 6, 2011.
3. Nominations for Citizen of the Year **[to be presented at the Council meeting]**.
2. Nominations for Honorary Citizen of the Year **[to be presented at the Council meeting]**.

PREPARED BY: Karla Slate, Community Relations Coordinator

EXPLANATION:

In years past, the City has recognized Citizens of the Year for their contributions to the community of Covington. The person(s) selected will be honored by the City at the July 12 Council Meeting and at the Covington Days Festival on July 16. Previous Citizens of the Year include:

1998	Dianne Heide
1999	Eric Doan, Larry Harto, Margaret Harto, and Dr. William H. Modglin, Jr.
2000	Larry Clements and Sharon Clements
2001	Gerry Crick and Don Henning
2002	Mary Pritchard
2003	Steve Delvo
2004	Pat Sullivan
2005	Rob MacDonald
2006	Lloyd Evens
2007	Kevin Holland and Meg Holland
2008	Dave Lucavish
2009	Barbara Grohe
2010	Jean Young

The City has also recognized non-residents of Covington as Honorary Citizens of the Year for their contributions to the community. Previous Honorary Citizens of the Year Include:

2001	Jim Ramseth and Pat Ramseth
2002	Katie Pagenkopf
2003	Bob Nelson
2004	Shar Wagers and Greg Wingard
2006	Sue Smith

2007 Hugh Kodama  
2008 Sonia Foss  
2009 Daniel Key  
2010 Jim Schneider

In 2011, as in years past, promotional materials were prepared and distributed to announce that the City was accepting nominations for "Citizen of the Year". An Article was published in the Covington Reporter Newspaper and in the Scoop; information was also posted on the City's website and Facebook page and a press release was distributed. Nomination forms were available at Covington City Hall and Aquatic Center. Nominations were accepted at Covington City Hall from June 1 through June 22.

ALTERNATIVES:

- A. Re-open nomination period.
- B. Review nominations submitted and make selection of 2011 Citizen and Honorary Citizen of the Year.

FISCAL IMPACT:

None.

CITY COUNCIL ACTION: \_\_\_ Ordinance \_\_\_ Resolution \_\_\_  Motion \_\_\_ Other

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to name \_\_\_\_\_ as Covington's Honorary Citizen of the Year for 2011.**

**Councilmember \_\_\_\_\_ moves, Councilmember \_\_\_\_\_ seconds, to name \_\_\_\_\_ as Covington's Citizen of the Year for 2011.**

REVIEWED BY: City Manager

# Covington Citizen Awards

Do you know of someone who has been active in youth services, senior services, or some other kind of community service over the past year in Covington? Do you know of someone who should be recognized for their efforts to make our city a better place to live?

***Nominate them for the annual Covington Citizen Awards!***

Simply complete the nomination form below by June 22 and tell us why the nominee should receive the Covington Citizen of the Year or Honorary Citizen of the Year award. Award recipients will be notified by July 1 and will be honored at the July 12 regular City Council Meeting. Recipients will also be invited to appear in the annual Covington Days Festival Parade on Saturday, July 16.

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**NOMINATION FORM**

Your Name: \_\_\_\_\_

Your Phone: \_\_\_\_\_

Your E-mail: \_\_\_\_\_

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Nominee's Name: \_\_\_\_\_

Nominee's Phone: \_\_\_\_\_

Nominee's E-mail: \_\_\_\_\_

Covington Resident: (circle one) Yes or No

**Why are you nominating this person?**

Please tell us why this person deserves a Covington Citizen Award. What have they done to show they are an asset to the Covington community? (use back of form if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_



## MEDIA INFORMATION

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FOR IMMEDIATE RELEASE – June 6, 2011

Contact: Karla Slate, Community Relations Coordinator  
City of Covington  
253-638-1110, Ext. 2234  
206-423-3709 Cell  
kslate@ci.covington.wa.us



### **CITY ACCEPTING NOMINATIONS FOR ANNUAL CITIZEN AWARDS**

Covington, Wash. – Do you know of someone who has been active in youth services, senior services, or some other kind of community service over the past year in Covington? Do you know of someone who should be recognized for their efforts to make our city a better place to live? The City of Covington is now accepting nominations for 2011 Covington Citizen and Honorary Citizen of the Year.

To nominate someone, complete a Letter of Nomination available at City Hall or on the City's Web site at [www.covingtonwa.gov](http://www.covingtonwa.gov) and complete it by Wednesday, June 22 by submitting it online or returning it to the front desk at Covington City Hall.

Award recipients will be honored at the July 12 regular Covington City Council Meeting and will appear in the annual Covington Days Festival Parade on Saturday, June 16.

Nominees for Citizen of the Year must be a Covington resident. Nominees for Honorary Citizen of the Year should be non-residents. For more information, please contact Community Relations Coordinator Karla Slate at (253) 638-1110 ext. 2234 or email [kslate@covingtonwa.gov](mailto:kslate@covingtonwa.gov).

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**DISCUSSION OF  
FUTURE AGENDA TOPICS:**

**July 12, 2011 – City Council Regular Meeting**

**(Draft Agenda Attached)**

**Draft**

As of 6/23/11

Covington: Unmatched quality of life

**AGENDA  
CITY OF COVINGTON  
CITY COUNCIL REGULAR MEETING**  
[www.covingtonwa.gov](http://www.covingtonwa.gov)



**Tuesday, July 12, 2011  
7:00 p.m.**

**City Council Chambers  
16720 SE 271<sup>st</sup> Street, Suite 100, Covington**

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*Council will interview Covington Economic Development Council applicants beginning at 6:15 p.m.*

**CALL CITY COUNCIL REGULAR MEETING TO ORDER**

**ROLL CALL/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMUNICATION**

- Mid Plan Report on Committee to End Homelessness – 20 minutes (Bill Block)
- 2011 Citizen of the Year Proclamation
- 2011 Honorary Citizen of the Year Proclamation

**RECEPTION FOR CITIZEN AND HONORARY CITIZEN OF THE YEAR**

**PUBLIC COMMENT** *Persons addressing the Council shall state their name, address, and organization for the record. Speakers shall address comments to the City Council, not the audience or the staff. Public Comment shall be for the purpose of the Council receiving comment from the public and is not intended for conversation or debate. Public comments shall be limited to no more than four minutes per speaker. If additional time is needed a person may request that the Council place an item on a future agenda as time allows.\**

**APPROVE CONSENT AGENDA**

- C-1. Approval of Minutes (Scott)
- C-2. Approval of Vouchers (Hendrickson)

**NEW BUSINESS**

1. Consider Appointment to Covington Economic Development Council (Council)
2. Street Lighting Memorandum of Understanding (Akramoff)
3. King County Sheriff's Office Sublease Agreement (Matheson)

**COUNCIL/STAFF COMMENTS**

- Future Agenda Topics

**PUBLIC COMMENT** (\*See Guidelines on Public Comments above in First Public Comment Section)

**EXECUTIVE SESSION: If needed**

**ADJOURN**

*Any person requiring disability accommodation should contact the City of Covington at (253) 638-1110 a minimum of 24 hours in advance. For TDD relay service, please use the state's toll-free relay service (800) 833-6384 and ask the operator to dial (253) 638-1110.*