

City of Redmond



Agenda

Tuesday, October 18, 2022

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplly Ch. 34,
Facebook (@CityofRedmond), Redmond.gov/rctlive, or 510-335-7371

Committee of the Whole - Public Safety and Human Services

Committee Members

Jeralee Anderson, Presiding Officer

David Carson

Steve Fields

Jessica Forsythe

Varisha Khan

Vanessa Kritzer

Melissa Stuart

AGENDA

ROLL CALL

1. 2022 Rate Amendment to the 2020 South Correctional Entity [CM 22-619](#)
(SCORE) Interlocal Agreement for Inmate Housing
[Attachment A: SCORE Jail Services Brochure](#)
[Attachment B: SCORE Agreement for Inmate Housing 2023](#)
[Attachment C: SCORE Amendment to Original Agreement for Inmate Housing 2023](#)
[Attachment D: 2023 Rate Increase Letter to Chief Lowe](#)
[Attachment E: 2023 Detailed Rate Increase Letter to Lt. Fuller](#)

Department: Police, 5 minutes

Requested Action: Consent, November 1st

2. 2023 Detention Rates for Inmate Housing at King County Jail [CM 22-617](#)
facilities
[Attachment A: King County JSA 2023 2024](#)
[Attachment B: 2023 King County Jail Services Rates](#)

Department: Police, 5 minutes

Requested Action: Consent, November 1st

3. Interlocal Agreement (ILA) between the City of Redmond and [CM 22-618](#)
the City of Duvall for Dispatch Services
[Attachment A: Duvall Dispatch Services ILA 2023-2024](#)

Department: Police, 5 minutes

Requested Action: Consent, November 1st

4. 2022-2023 School Resource Officer Agreement (City of [CM 22-648](#)
Redmond & Lake Washington School District)
[Attachment A: Redmond LWSD SRO MOU 2022-2023](#)

Department: Police, 5 minutes

Requested Action: Consent, November 1st

5. Accept \$28,187 Department of Justice Patrick Leahy Bullet [CM 22-638](#)
Proof Vest Partnership Grant

Department: Police, 5 minutes

Requested Action: Consent, November 1st

ADJOURNMENT



Memorandum

Date: 10/18/2022

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-619

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Julie Beard	Operations Lieutenant
Police	Brian Coats	Operations Captain

TITLE:

2022 Rate Amendment to the 2020 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing

OVERVIEW STATEMENT:

The City of Redmond is required to provide for housing for inmates detained on City misdemeanor charges. The City currently contracts with South Correctional Entity (SCORE), located in Des Moines, to provide these jail services. This Amendment to the 2020 SCORE ILA for Inmate Housing contains a rate increase of five (5) percent over 2022 rates for guaranteed and non-guaranteed inmate beds.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
The City is required by law to house misdemeanants under RCW 39.34.180 (Criminal Justice Responsibilities - Interlocal Agreements - Termination).
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

In 2022, the City pays for, and SCORE guarantees the City ten (10) beds per day. We guaranteed fifteen (15) beds per day in 2020, and twelve (12) beds per day in 2021. 2022 rates have increased five (5) percent. A \$35 booking fee has increased to \$50 as well. Maintaining this level of ten (10) guaranteed beds aligns with projected needs.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
This amendment is effective January 1, 2023
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
2022 total estimated cost for SCORE Services is \$668,096.

Approved in current biennial budget: **Yes** **No** **N/A**

Budget Offer Number:
228 Criminal Justice

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: **Yes** **No** **N/A**

If yes, explain:
N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
The 2023 budget for SCORE Services is \$1,000,000.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	Click and select an action from the dropdown menu.

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/1/2022	Business Meeting	Approve

Time Constraints:

This Interlocal Agreement Amendment takes effect on January 1, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

This 2023 SCORE ILA Amendment guarantees the City will have jail beds and services for detained inmates in 2023. If not signed, the City would need to immediately explore other options for jail services; these options are limited and could come at a greater expense or decreased services.

ATTACHMENTS:

- Attachment A: SCORE Jail Services Brochure
- Attachment B: SCORE Agreement for Inmate Housing 2023
- Attachment C: SCORE Amendment to Original Agreement for Inmate Housing 2023
- Attachment D: 2023 Rate Increase Letter to Chief Lowe
- Attachment E: 2023 Detailed Rate Increase Letter to Lt. Fuller



OVERVIEW

SCORE and its six Owner Cities comprised of Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila are committed to providing efficient and effective jail services.

SCORE has contracted with national and local community service providers who lead the industry in medical, mental health, and individual programs. Our service providers specialize in meeting specific needs of an incarcerated population. Individuals at SCORE have the opportunity to connect with more than fifty organizations in the region.

JAIL SERVICES

Booking Services

Booking including fingerprinting, medical screening, intake questionnaire, and securing of personal property.

In-Custody Escorts

Custody escorts individuals to video court hearings and medical appointments.

Video Court

Video Court allows individuals to appear in court without being transported outside the facility. This reduces transportation costs and reduces the security risk associated with transporting individuals outside the secure facility.

Court Borrows

SCORE facilitates access to individuals for multiple court appearances during an individuals' stay.

Medical Services

SCORE provides in-facility medical care commonly associated with corrections operations as guided by American Correctional Association or National Commission on Correctional Health Care.

Specialized Housing

Dedicated living units specializing in:

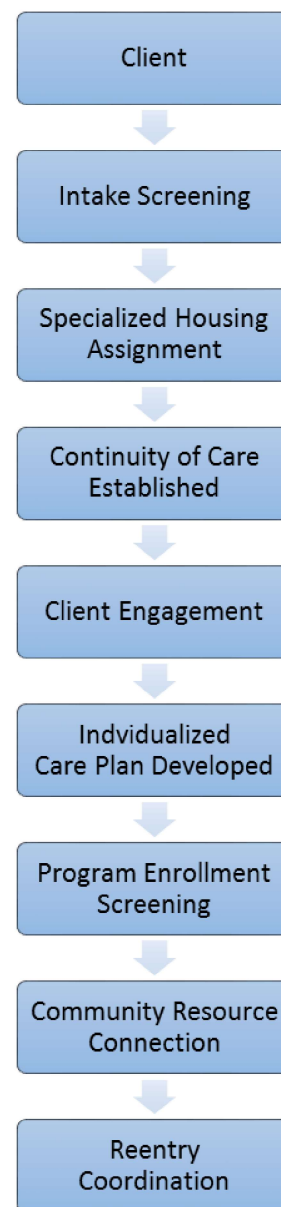
- Medical - Acute
- Mental Health - Residential
- Mental Health - Acute

Hospital Security

Custody Escort in a hospital setting.

WHOLE PERSON CARE PLAN

SCORE offers individualized care with a variety of on-site medical services in a secure setting. SCORE contracts with a national correctional medical service provider, to support a 24-Hour medical staff. SCORE has access to 24-hour on-call medical doctors or nurse practitioner.





MEDICAL STAFFING OVERVIEW

- National Correctional Medical Service Provider
- 24/7 Nursing Care
- Health Services Administrator
- Director of Nursing
- Director of Mental Health
- Medical Doctor
- Medical ARNP
- Psychiatric ARNP
- (4) Masters level Mental Health Professionals
- Dentist
- Dental Assistant
- Sick Call Nurse
- Licensed Practical Nurses – All shifts
- Registered Nurses - All shifts

INITIAL ASSESSMENTS

All individuals receive screenings at intake that include a receiving screening, health assessment, mental health screening, and Tuberculosis screening. All individuals receive each of these screenings before entering the general population. SCORE's medical service provider utilizes an electronic health records system which makes providing care more efficient.

DENTAL HEALTH

Dental services are provided for all individuals. This service keeps costs down by not having to transport individuals to the dentist for routine dental care. SCORE also provides:

- Dental education video to all individuals (Produced by Highline College)
- Extractions if necessary
- Fillings temporary and permanent
- Annual cleaning for individuals staying over one year.

MEDICAL CLINIC - SICK CALL

SCORE provides sick call services for further evaluation of individuals with non-emergent medical needs. Preventative treatment plans are also developed.

X-RAY SERVICES

SCORE provides medical x-ray services to all individuals. This reduces transportation and security costs associated with outside medical trips to hospitals or clinics for x-rays. X-Rays are taken on site and evaluated by a technician contracted by SCORE's medical services provider.

VACCINATIONS

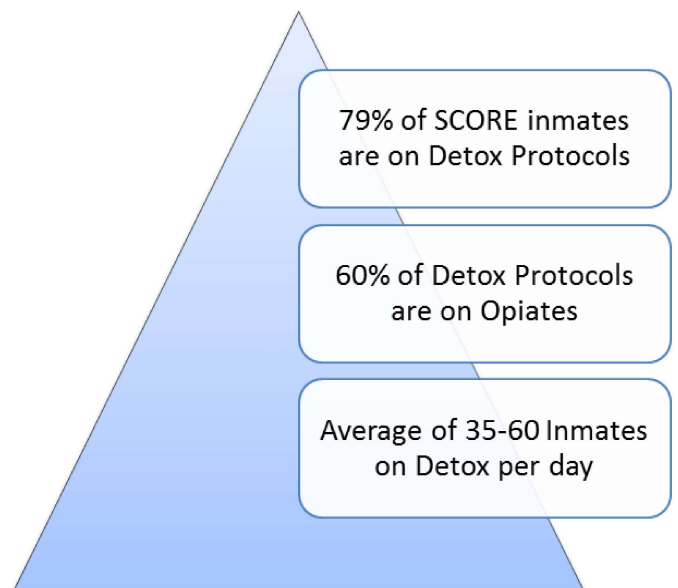
Flu shots

Hepatitis A

Hepatitis B

COVID-19

Vaccinations are provided for all chronic care individuals for the prevention of complications with illnesses. This is provided free of charge to all agencies and is covered by our medical provider contract.





DETOX MONITORING

SCORE's health services provider monitors all patients that test positive for drug and alcohol use. SCORE's medical service provider uses the following protocols:

Clinical Opiate Withdrawal Scale

- **COWS (Opioids):** Assessed by medical staff several times daily. Individuals will be housed in medical if medication detox protocols (Subutex) is initiated. Once stable they will return to general housing.

Clinical Institute Withdrawal Assessment

- **CIWA - A (Alcohol):** Medication provided for medically qualifying individual for advanced care for medical detox from alcohol for potential Delirium Tremens. Housed in medical for 72 hours.
- **CIWA - B (Benzodiazepines):** Medication provided for medically qualifying individual for advanced care for medical detox from Benzodiazepines.

MEDICATION ASSISTED TREATMENT PROGRAMS

Methadone

- SCORE's medical services provider provides continued treatment for individuals enrolled in an outside Methadone program. SCORE averages approximately 15-20 individuals per day. Enrollment is confirmed by medical documentation brought in by the individual or verification from medical staff.
- Courtesy dosing is provided by off-site contract service providers once medication is verified.
- Pregnant women who state or test positive for opioids have treatment initiated at SCORE and are enrolled with Swedish Ballard.
- SCORE has had pregnant women entering the treatment program and staying at least one week.
- Psychosocial and physical assessments are completed on-site and initial dose established at SCORE.

Buprenorphine

- Monitored by medical staff.
- Individuals with a COWS score of 9 or higher are initiated on a 5-day taper of Buprenorphine.
- Buprenorphine continuation is offered to those currently enrolled in an outside program.
- Treatment continuation is confirmed by medical documentation brought in by the individual or by verification from medical staff.
- Treatment programs will be re-initiated if the individual has been enrolled in a community treatment program within the last 6 months.
- Individual must be clean for 72 hours.
- Courtesy dosing is provided by onsite medical staff once medication is verified.

Vivitrol

- SCORE medical service provider offers Vivitrol as a drug treatment option.
- First dose in-house by medical staff. Must meet criteria for initiation. SCORE coordinates offsite provider appointment for subsequent dosing.
- Medication effective for approximately 30 days.
- Funded by Vivitrol manufacturer.

Addiction Education

Overdose Prevention Classes Include:

- Narcan as a preventative measure
- Treatment education
- Informational handouts on various programs



MENTAL HEALTH SERVICES

SCORE offers a clinical and administrative mental health team that works closely with local mental health agencies to effectively manage individuals and plan for their care after release.

SCORE's mental health program is built on a foundation of quality staff that focus on:

- Proactive identification of persons with suicidal or behavioral health issues through comprehensive mental health screenings,
- Stabilization,
- Continued monitoring,
- Rapid crisis intervention,
- Effective programming,
- Constant, clear and effective communication with facility security leadership and staff, and
- Collaboration with community mental health providers at discharge.

SCORE medical services uses corrections-specific electronic health records system, which allows medical professionals to electronically flag an individual's health record if his/her responses during intake indicate the need for additional mental healthcare. This means that SCORE's health services staff can identify individuals with suicidal tendencies, as well as acute and chronic behavioral health issues rapidly.

Information entered in electronic health records system alerts the clinical staff to take action, such as:

- Contacting custody about an issue and/or
- Placing an individual on suicide precautions and/or
- Assigning special housing

MASTERS LEVEL MENTAL HEALTH SERVICES

- Mental Health Screenings
- Psychiatric Mental Health Nurse Practitioner (PMHNP) assessment for all diagnosis Mental Health (MH) patients, with continuation of medication.
- PMHNP Assessment for patient needing to be prescribed Mental Health Medication Initiation.
- SCORE offers these therapeutic groups in the Mental

Health Units: Dialectical Behavior Therapy, Seeking Safety and Aggression Replacement Therapy.

- All the Mental Health Professionals (MHPs) provide milieu groups in all 3 Mental Health Units, providing case management, release planning, and recreational activities.
- The Mental Health Director, working with SCORE and King County, has started a High Utilizer Group that includes community providers, first responders and hospitals.
- The team continues to work with any community provider that wants to engage with clients that are incarcerated at SCORE.
- Mental Health monitoring if needed.
- Suicide Watch monitoring in medical housing.

ON-SITE COMPETENCY EVALUATIONS

SCORE partners with Western State Hospital to provide a Forensic Psychologist on site to perform competency evaluations. SCORE's average wait time for evaluations is 3 days which significantly reduces the costs to all agencies by reducing length of stay thereby reducing billable days as a direct result. Other jails length of wait time for competency evaluations is often approximately 30 to 90 days.

MENTAL HEALTH PARTNERSHIPS

Various mental health agencies access SCORE regularly to provide a wide variety of mental health services. SCORE provides case managers' access to their clients to continue the care or provide release planning while they are incarcerated.

These agencies provide access to inpatient/outpatient treatment and assist the individuals with navigating the healthcare system.

Two of the five managed care organizations provide release planning for their membership through one-on-one interviews, telephone, or video interviews.

Public Health - Seattle & King County Health Public Health Educators provides health education classes to the individuals on various topics.



ON-SITE PATIENT REFERRALS, TREATMENT & CARE

- Sound Mental Health
- Valley Cities Counseling
- REACH - Behavioral Health
- CReW - Counseling, Recovery and Wellness Program
- Seattle Indian Health Board
- Cowlitz Indian Tribe Mental Health
- Muckleshoot Behavioral Health Program
- START - Dual diagnosis/Case Management/Housing
- HEN - Housing and Essential Needs
- LINC - Mental Health Diversion
- Familiar Faces - Continuing Care Services
- Evergreen Treatment Service - Vivitrol, Methadone, Suboxone Treatment
- Criminal Justice Initiative - Early Release to In-Patient Treatment

OFF-SITE PATIENT REFERRALS, TREATMENT & CARE

- Swedish Ballard Treatment Center - Opioid treatment for pregnant females
- Muckleshoot Child & Family Services
- NAVOS
- Transitional Resources
- Community Psychiatric Clinic
- DESC - Behavioral Health
- Youth and Family Services
- Consejo Counseling
- Greater Lakes Mental Healthcare
- Northwest Psychiatry

ADDITIONAL PROGRAM CONNECTIONS

- Rebuilding Hope Sexual Assault Center
- Lakeside Milam - Treatment
- Lifelong Alliance - HIV Management
- FISH Program - Forensic Intensive Supported Housing
- EDIE - Emergency Department Information Exchange - Cross Agency Continuation of Care
- United Health Care - Women's Health Classes
- King County Public Health - Family Planning
- Familiar Faces - Continuity of Care

INTEGRATED STATE PROGRAMS AT SCORE

- WA State DSHS - Food Stamps/Housing Essential Needs
- DSHS - AppleCare
- Western State Hospital - Forensic Psychiatrist On-Site Competency Evaluations
- King County - DCR Involuntary Hospitalization
- Department of Veterans Affairs State and Federal - Release Planning
- Department of Corrections - Opioid Treatment and Diversion
- King County Mental Health BHO - Continuity of Care
- King County Reentry - Various Programs
- King County Crisis and Commitment Services - Diversion & Release Planning

RELIGIOUS CONNECTIONS

Various religious representatives access SCORE regularly and provide a variety of religious services.

EDUCATION PARTNERSHIPS

- Highline College
- South Seattle College

MEMBER - WA STATE OPIOID TREATMENT NETWORK

SCORE is a sub-recipient of a \$7.6 million federal grant awarded to the WA Health Care Authority to provide Medication Assisted Treatment as part of the WA State Opioid Treatment Network

- SCORE MAT Program Funding

LIBRARY SYSTEM

SCORE offers a dedicated volunteer run library system with weekly book rotations and opportunities to make special requests.



DLR GROUP RECEIVES "CITATION AWARD" FOR SCORE'S ARCHITECTURAL DESIGN

In 2014, the American Institute of Architects Washington Council honored DLR Group at its Civic Design Awards. To be eligible, projects must either be designed by architects from Washington or be located in this state. Projects were judged on design, utility, economy, environmental harmony, sustainability, accessibility, aesthetic delight, creativity, craftsmanship and innovation.

DLR Group®



"It is clear to us that the design team moved the client to rethink security control, which we thought was done in very humane and efficient ways." - AIA Jury

SCORE EARNS NATIONAL ACCREDITATION FROM THE NATIONAL COMMISSION ON HEALTH CARE (NCCHC)

SCORE is one of approximately 250 jails in the United States to earn the NCCHC accreditation and only 8% of jails are nationally accredited. When it comes to delivering quality care in correctional settings, the NCCHC *Standards* provide the framework to ensure that systems, policies and procedures are in place to produce the best outcomes in the most cost-efficient and effective manner.



Developed by leading experts in the fields of health, law and corrections, the *Standards* are our recommendations for managing the delivery of medical and mental health care in correctional systems. These essential resources have guided the field toward continual improvement of care for the incarcerated, strengthening organizational effectiveness and reducing the risk of adverse legal judgments. The *Standards* are also the foundation of NCCHC's accreditation program.

SCORE RECEIVES 100% ON PRISON RAPE ELIMINATION ACT (PREA) COMPLIANCE

In 2015, SCORE completed the agency's first PREA (Prison Rape Elimination Act) audit, demonstrating 100% compliance on all forty-one applicable PREA Standards for Adult Detention facilities. Standards included an audit on agency policies that included prevention planning, response planning, training and education, screening for risk of sexual victimization and abusiveness, reporting, official response following report, investigations, discipline, medical and mental health care, data collection and review.





SCORE CORRECTIONS OFFICERS EARN NATIONAL JAIL CERTIFICATIONS

SCORE Corrections Officers have received the national designation of Certified Jail Officer (CJO) and Certified Jail Manager (CJM) by the authority of the American Jail Association through the Jail Manager Certification Commission (JMCC). The CJO Program provides jail officers with an opportunity to demonstrate their knowledge, skills and abilities as well as their commitment to the corrections profession on a national level. The CJM certification process focusing specifically on the individual providing documented evidence to the public that the individual has been examined by an independent professional organization and found to possess current competency in his/her field. Currently, SCORE has fifteen Certified Jail Officers and two Certified Jail Managers.

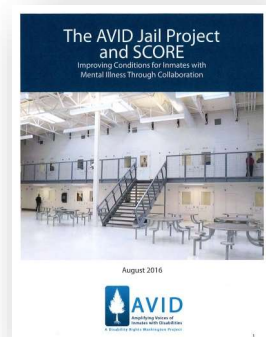


DISABILITY RIGHTS WASHINGTON CONCLUDES SCORE JAIL STUDY

In August 2015, Disability Rights Washington's (DRW) started monitoring SCORE in an effort to make improvements in the lives of individuals with disabilities. In August 2017, DRW published a report regarding the cooperative relationship between DRW and SCORE and the positive changes that have been made for individuals with disabilities which demonstrated a path forward for all Washington jails. Based on DRW's monitoring of visits and the review of records, DRW decided to end their active work at the jail. They recognized SCORE's genuine dedication to meeting the needs of individuals with mental illness and shared their appreciation for the willingness to work with DRW legal team over a two year span.

After receiving positive feedback about mental health programming at the jail, DRW confirmed that individuals are receiving psychiatric evaluation and medication in a timely fashion. Mental health staff are generally providing individualized treatment plans and regular follow up for individuals who have serious mental illness. SCORE is proactively engaging with community service providers to improve programming, coordination of care, and re-entry planning.

Source: Disability Rights Washington



SCORE JAIL EARNS FIRST JAIL REACCREDITATION BY THE WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS (WASPC)

In November 2020, The South Correctional Entity (SCORE) earned re-accreditation by the Washington Association of Sheriffs and Police Chiefs (WASPC) demonstrating SCORE's compliance with more than 170 correctional standards. SCORE is committed to operating safely, professionally, humanely and in compliance with the highest professional standards. With a mission to protect the public by providing secure and humane housing of individuals. SCORE, within its control, strives to provide the best correctional services within Washington State. Among other important law enforcement tasks, accreditation demonstrates administrative and operational effectiveness, fair recruitment and employment practices, best practices in records management, improved use of technology, health and safety, training, codes of conduct and prisoner security.





VIRTUAL COURT SOLUTIONS

SCORE has been utilizing video technology since 2011 and understands the critical nature of reliable video court technology in today's times.

Recently, COVID-19 has required SCORE and owner and contract agency courts to look at alternate technologies in order to facilitate "contactless" court proceedings from multiple remote locations.

SCORE supports court operations with the following video conference platforms for agencies with Interlocal agreements for inmate housing at SCORE:

- Zoom
- WebEx
- GoToMeeting
- Microsoft Teams
- Pragmatic Unified Meeting X (UMX)



VIDEO COURT SERVICES INCLUDE

- Electronic document signatures
- Scan to email
- Pre-load court form options
- Remote printing



GoToMeeting

BANDWIDTH REQUIREMENTS

Bandwidth use is an integral part of the quality of service between agencies. Sufficient bandwidth must be in place to carry the expected real time traffic.

TECHNOLOGY COORDINATION

For testing and license requirements please contact:

servicedesk@scorejail.org



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:

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

(Amending Exhibit A: Fees and Charges and Services)

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 amended and as may be further amended from time to time (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 Exhibit A to the Original Agreement (as amended by this Amendment, the “Agreement”) with regard to fees and charges for such services 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 Exhibit A.** Daily Housing Rates, Daily Rate Surcharges, Booking Fee and Transport Fee in Exhibit A to the Original Agreement are hereby replaced in their entirety as follows:

Daily Housing Rates

General Population – Guaranteed Beds	\$138.43	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$199.00	

Daily Rate Surcharges:

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

<u>Booking Fee</u>	\$50.00
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<u>Transport/Security Fee</u>	\$75.00/hr
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Daily Rate Surcharges are in addition to the daily bed rates and subject to bed availability. The Booking Fee will be charged to the jurisdiction responsible for housing the inmate. Fees, charges and services will be annually adjusted each January 1st.

Section 3. Effective Date of Amendment. The amendments to rates and charges set forth in Section 2 hereof shall become effective on January 1, 2023 at 12:01 a.m.

Section 4. Entire Agreement. Except as hereby amended by this Amendment, the remaining terms and conditions of the Original Agreement are hereby ratified and confirmed in all respects.

Section 5. 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 6. Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

Section 7. 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

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:



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

Sent Electronically – July 28, 2022

July 28, 2022

Chief Darrell Lowe
City of Redmond Police Department
PO Box 97010
Redmond, WA 98073-9710

Dear Chief Darrell Lowe:

Attached you will find two amendments:

- 1) SCORE's daily rates for guaranteed and non-guaranteed beds, effective January 1, 2023. For continued services in 2023, please sign and return the contract amendment by October 31, 2022.

SCORE 's Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$50.00. SCORE will also be charging, on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$75.00/hr.

These rate increases better support the increasing costs of providing 24-hour medical coverage and mental health services. Approximately 90% of SCORE's population requires either medical or mental health services while in custody.

- 2) SCORE's amended and restated Housing Agreement, effective immediately, regarding probable cause determination in Section 5 (E) Transportation, Booking, Classification, Discipline and Release Procedures. Please sign and return the restated Housing Agreement Amendment.

Please contact me if you have any questions. I can be reached either via email or phone at dschrum@scorejail.org or 206-257-6262.

Sincerely,

Devon Schrum, Executive Director
South Correctional Entity (SCORE)
Mission: to provide the highest quality public safety services to those we serve.

Enclosures



SOUTH CORRECTIONAL ENTITY

Serving the Cities of: Auburn, Burien, Des Moines, Renton, SeaTac, and Tukwila

Sent Electronically – June 30, 2022

June 30, 2022

Lieutenant Martin Fuller
City of Redmond Police Department
PO Box 97010
Redmond, WA 98073-9710

Dear Lieutenant Martin Fuller:

I would like to take this opportunity to introduce myself and thank you for trusting SCORE to serve as your misdemeanor jail. I began serving SCORE as the Executive Director in August of 2018; with over 26 years of experience in corrections, I can assure you that running a safe and humane jail is my top priority. Included in this letter is information regarding comprehensive jail services offered as part of our housing contracts.

Background

SCORE strives to provide the highest quality jail services and has earned, for a third time, accreditation with the National Commission of Correctional Health Care. In 2016, SCORE was the first jail accredited by the Washington Association of Sheriffs' and Police Chiefs and was re-accredited in 2020.

SCORE provides a comprehensive Medication for Opioid Use Disorder (MOUD) Treatment program. We have several grants that allows us to serve a greater number of participants while also offering continuity of care through our community partners upon release. I am pleased to share with you that we've been named a national mentor site for MOUD programs from the Bureau of Justice Assistance.

2023 Bed Rates

SCORE's Mission is "to provide the highest quality public safety services to those we serve." On May 25, the SCORE Administrative Board adopted a daily bed rate increase of 5% and increased the booking fee to \$50.00. SCORE will also be charging , on a monthly basis, the Non-Guaranteed Rate for any beds that exceed the use of guaranteed beds. SCORE surcharges for specialty beds remain the same. The hourly rate for transports/hospital security was increased to \$75.00/hr.

This letter will serve as notification of SCORE's rate increase for 2023.

<u>Booking Fee:</u>	\$50.00
<u>Transports/Hospital Security:</u>	\$75.00/hr
<u>Daily Housing Rates:</u>	
General Population – Guaranteed Beds	\$138.43
General Population – Non-Guaranteed Beds	\$199.00
<u>Daily Rate Surcharges:</u>	
Mental Health – Residential Beds	\$159.00
Medical – Acute Beds	\$217.00
Mental Health - Acute Beds	\$278.00

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.

Brief contract amendments will be sent out in July with updated language regarding probable cause determinations.

Please contact me if you have any questions. I can be reached either via email or phone at dschrum@scorejail.org or 206-257-6262.

Sincerely,

Devon Schrum
Executive Director

Enclosures



Memorandum

Date: 10/18/2022
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-617
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Martin Fuller	Investigations Lieutenant
Police	Tim Gately	Administrative Captain

TITLE:
2023 Detention Rates for Inmate Housing at King County Jail facilities

OVERVIEW STATEMENT:

The City of Redmond is responsible for housing inmates detained on local misdemeanor charges. The City currently contracts with the King County Jail, located in Seattle, in addition to SCORE located in Des Moines and at the King County Regional Justice Center in Kent to provide jail services. Most of the City’s inmates are detained at SCORE. The annual increase is 1.5% plus CPI which is 9.5%.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
The City is required by law to house misdemeanants under RCW 39.34.180 (Criminal Justice Responsibilities - Interlocal Agreements - Termination).
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The City pays for inmate beds at King County Jail facilities, on an as needed basis, and other jail services for inmates detained on City misdemeanor charges.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
The rate increases are effective January 1, 2023
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
Varies upon use

Approved in current biennial budget: Yes No N/A

Budget Offer Number:
228 Criminal Justice

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:
N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
The 2023 budget for King County Jail Services is \$40,000.

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/1/2022	Business Meeting	Approve

Time Constraints:

The detention rates are effective January 1, 2023.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: King County JSA 2023-2024

Attachment B: 2023 King County Jail Services Rates

Attachment A

Interlocal Agreement Between King County and The City of Redmond for Jail Services

THIS AGREEMENT is effective as of January 1, 2023 ("Effective Date"). The Parties to this Agreement are King County, a Washington municipal corporation and legal subdivision of the State of Washington (the "County") and The City of Redmond, a Washington municipal corporation (the "City").

WHEREAS, this Agreement is made in accordance with the Interlocal Cooperation Act (RCW Chapter 39.34) and the City and County Jails Act (RCW Chapter 70.48);

NOW THEREFORE, in consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

1. Definitions: Unless the context clearly shows another usage is intended, the following terms shall have these meanings in this Agreement:
 - 1.1 "Agreement" means this Interlocal Agreement by and between King County and the City for Jail Services and any amendments to this Agreement.
 - 1.2 "Booking" means registering, screening and examining persons for confinement in the Jail or assignment to a King County Community Corrections Division (CCD) program; inventorying and safekeeping personal property of such persons; maintaining all computerized records of arrest; performing warrant checks; Jail Health Services (JHS) health screening; and all other activities associated with processing a person for confinement in Jail or assignment to a CCD program.
 - 1.3 "Booking Fee" means the fee incurred for booking City Inmates, as further described in Exhibit III, Section 2.
 - 1.4 "Business Day" means Monday through Friday, 8:00 a.m. until 5:00 p.m., except emergency facility closures, holidays and County-designated furlough days.
 - 1.5 "City Detainee" means a person booked into or housed in a Secure Detention facility such as the Jail but also including any other Secure Detention facility not operated by or on behalf of the County, which individual would, if housed in the Jail, qualify as a City Inmate.
 - 1.6 "City Inmate" means a person booked into or housed in the Jail when a City charge is the principal basis for booking or confining that person.
- A. A City charge is the principal basis for booking or confining a person where one or more of the following applies, whether pre-trial or post-trial. (See Exhibit I for further billable charge rules.):

Interlocal Agreement: Jail Services – City of Redmond

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- 1.6.1 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense within the City’s jurisdiction, and:
- 1.6.1.1 The case is referred to the City, through its City Attorney or contracted attorney, for a filing decision; or
 - 1.6.1.2 The case is referred to the City, through its City Attorney or contracted attorney, who then refers the case to the County Prosecutor for a filing decision per section 1.6.2; or
 - 1.6.1.3 The case is filed by the City, through its City Attorney or contracted attorney, whether filed under state law or city ordinance.
- 1.6.2 The person is booked or confined by reason of committing or allegedly committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City, through its City attorney or contracted attorney, to the County prosecutor and filed by the County prosecutor as a misdemeanor in district court due to a conflict or other reason but excluding a case filed in a regionally-funded mental health court as described in Section 1.6.10.
- 1.6.3 The person is booked or confined by reason of a Court warrant issued either by the City's Municipal Court or other court when acting as the City's Municipal Court;
- 1.6.4 The person is booked or confined by reason of a Court order issued either by the City’s Municipal Court or other court when acting as the City's Municipal Court; or,
- 1.6.5 The person is booked or confined by reason of subsections 1.6.1 through 1.6.4 above in combination with charges, investigation of charges, and/or warrants of other governments, and the booking or confinement by reason of subsections 1.6.1 through 1.6.4 above is determined to be the most serious charge in accordance with Exhibit I.
- 1.6.6 The person has been booked or confined for reasons other than subsections 1.6.1 through 1.6.5 and would be released or transferred but for the City having requested that the County continue to confine the person.
- B. A City charge is not the principal basis for confining a person where:
- 1.6.7 The person is booked or confined exclusively or in combination with other charges by reason of a felony charge or felony investigation.
- 1.6.8 The person is confined exclusively or in combination with other charges by reason of a felony charge or felony investigation that has been reduced to a State misdemeanor or gross misdemeanor.
- 1.6.9 The City has requested the transfer of the person to another jail facility not operated by King County and the County denies the request, unless one or more of the transfer exception criteria listed in Attachment I-2 are met, in which case the person remains a City Inmate. The billing status of the person will change to no longer be the City’s responsibility effective the calendar day following the day that the County denies the transfer request. If the County thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. For details on notice and billing, see Attachment I-2.

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- 1.6.10 The person is booked or confined by reason of committing a misdemeanor or gross misdemeanor offense, whether filed under state law or city ordinance, within the City’s jurisdiction and the case is referred by the City attorney or contracted attorney to the County prosecutor and filed by the County prosecutor as a misdemeanor in the mental health court (or successor) for so long as the operations of such court are substantially funded by special regional funds (for example, Mental Illness and Drug Dependency sales tax levy) or other regional funding as the County may determine. The County shall provide the City thirty (30) days Notification before changing the status of a regionally-funded mental health court to local funding status. The City is not billed for cases filed by the County prosecutor into mental health court prior to changing to local funding status.
- 1.7 “Community Corrections Programs” means programs designed as alternatives to, or as rehabilitation or treatment in lieu of, Secure Detention, operated by or on behalf of the King County Department of Adult and Juvenile Detention (DAJD) Community Corrections Division, or its successor. Upon the date of the execution of this Agreement, Community Corrections Programs include Electronic Home Detention and Community Center for Alternative Programs (CCAP).
- 1.8 “Continuity of Care Records” means an Inmate’s diagnosis, list of current medications, treatments, PPD (tuberculosis screening test) results and scheduled appointments or follow-ups.
- 1.9 “Contract Cities” mean cities that are signatory to an agreement in substantially similar form to this Agreement. Contract Cities do not include cities who are a party to the 2012-2030 Agreement.
- 1.10 “Contract Cities Inmates” means all Contract Cities’ City Inmates.
- 1.11 “County Inmate” means any Inmate that is not a City Inmate.
- 1.12 “DAJD” means the King County Department of Adult and Juvenile Detention or its successor agency.
- 1.13 “Fees and Charges” are the Fees and Charges imposed as described in Section 4 and Exhibit III.
- 1.14 “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including pandemic, fire, storm, flood, earthquake or other act of nature.
- 1.15 “Inmate” means a person booked into or housed in the Jail.
- 1.16 The first "Inmate Day" means confinement for more than six (6) hours measured from the time such Inmate is first presented to and accepted by the Jail for housing in the Jail until the person is released, provided that an arrival on or after six (6) o'clock p.m. and continuing into the succeeding day shall be considered one day. The second and each subsequent Inmate Day means confinement for any portion of a calendar day after the first Inmate Day. For persons confined to the Jail for the purpose of mandatory Driving Under the Influence (DUI) sentences, "Inmate Day" means confinement in accordance with Exhibit II.

- 1.17 “Jail” means a place owned or operated by or under contract to the County primarily designed, staffed, and used for the housing, in full confinement, of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders charged or convicted of a criminal offense; for confinement during a criminal investigation or for civil detention to enforce a court order, all where such place is structured and operated to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment). Inmates housed in the Jail are considered to be in Secure Detention as defined in Section 1.37. Upon the date of the execution of the Agreement, Jail includes the King County Correctional Facility and the detention facility at the Maleng Regional Justice Center.
- 1.18 “Maintenance Charge” is the daily housing charge incurred for City Inmates housed in Jail as further described in Exhibit III, Section 1.
- 1.19 “Medical Inmate” means an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s infirmary. If an Inmate is moved to the general population, then the Inmate is no longer considered a Medical Inmate.
- 1.20 “Notification” means provision of written alert, confirmation of information or request meeting the requirements of Section 11.11. In contrast, a “notice” means providing alert or confirmation of information or request in writing to the individuals identified in Section 11.11, or their designee (as may be specified through a formal Notification) through means less formal than required by Section 11.11, including but not limited to electronic mail or facsimile.
- 1.21 "Official Daily Population Count" is an official count of Inmates in the custody of the Jail made at a point in time in a 24-hour period for, among other purposes, security and population management. It is not used for billing purposes.
- 1.22 “Offsite Medical Care Charges” means those pass-through charges for treatment of a City Inmate where that Inmate is clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing services provided from offsite medical institutions, as further defined in Exhibit III Section 4. An Inmate may receive Offsite Medical Care that triggers an Offsite Medical Care Charge without being otherwise classified as a Medical Inmate or Psychiatric Inmate (e.g., some Inmates held in the general population receive offsite medical care that will result in Offsite Medical Care Charges being incurred).
- 1.23 “Psychiatric Inmate” means either an Acute Psychiatric Inmate or a Non-Acute Psychiatric Inmate, as defined below.
- 1.23.1 A “Non-Acute Psychiatric Inmate” is an Inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing Psychiatric Care Services (as further described in Exhibit III and Attachment III-1) and housed outside the Jail’s acute psychiatric housing units.

Interlocal Agreement: Jail Services – City of Redmond

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- 1.23.2 An “Acute Psychiatric Inmate” is an inmate clinically determined by the Seattle-King County Department of Public Health, or its successor charged with the same duties, as needing the level of services provided in the Jail’s acute psychiatric housing units (as further described in Exhibit III and Attachment III-1). If an Inmate is moved to housing outside the Jail’s acute psychiatric housing units then the Inmate is no longer considered an Acute Psychiatric Inmate.
- 1.24 “Parties” mean the City and County, as parties to this Agreement.
- 1.25 “Secure Bed Cap for Contract Cities” means the maximum total number of beds in Secure Detention in the Jail available on a daily basis to house Contract Cities Inmates in the aggregate. The Secure Bed Cap for Contract Cities is based on the Official Daily Population Count and is established in Section 6.
- 1.26 “Secure Detention” refers to a facility structured and operated for the full confinement of City Detainees to ensure such individuals remain on the premises 24-hours a day (excluding time for court appearances, court approved off-premises trips, or medical treatment), such as the Jail but also including other similar facilities that the City may elect to house City Detainees. Secure Detention excludes City Inmates enrolled in Community Corrections Programs.
- 1.27 “Surcharge” means any of the following special charges, defined in Exhibit III, Section 3 and further described in Attachment III-1: Infirmity Care Surcharge; Non-Acute Psychiatric Care Surcharge; Acute Psychiatric Care Surcharge; and 1:1 Guarding Surcharge.
- 1.28 “2012-2030 Agreement” means the agreement executed by the County and the City of Seattle effective on January 1, 2012, together with any other interlocal agreement in substantially the same form of said agreement executed by the County and another city.
- 1.29 “Base Year” refers to the year in which the base fees, charges and surcharges are set.
2. Term. This Agreement shall commence on the Effective Date and shall extend through December 31, 2024. This Agreement shall supersede all previous contracts and agreements among the Parties relating to the Jail and any other jail services, except that any obligations contained in these previous contracts or agreements which expressly survived termination or expiration of these previous contracts or agreements shall remain in effect.
3. Jail and Health Services. The County shall accept City Inmates for confinement in the Jail, except as provided in Sections 5.4, and 6 of this Agreement. The County shall also furnish the City with Jail facilities; booking; transportation among facilities, as determined necessary in the County’s sole discretion, including the various Jail facilities, Harborview Medical Center and Western State Hospital; custodial services; and personnel for the confinement of City Inmates at least equal to those the County provides for confinement of County Inmates. However, the County reserves the right to operate specific programs and/or facilities exclusively for County Inmates or persons sentenced or assigned to Community Corrections Programs. The County shall furnish to City Inmates in Secure Detention all medical, dental, and other health care services required to be provided pursuant to federal or state law. Also, the County shall make every reasonable effort to release a City Inmate as expeditiously as possible after the County has received notice of a court order to release. Nothing in this section shall be deemed to limit the County’s right to refuse to accept City Detainees for confinement in Jail when they are deemed by the County to be in need

Interlocal Agreement: Jail Services – City of Redmond

of urgent medical or psychological care, nor to return custody of such inmates back to the City if the City Detainee is admitted to the hospital or psychiatric facility.

4. City Compensation. The City will pay the County a Booking Fee, Maintenance Charge, Surcharges, and Offsite Medical Charges as follows (together with such other charges as may be applicable in accordance with this Agreement):
 - 4.1 Booking Fee. The Booking Fee shall be assessed for the booking of City Inmates by or on behalf of the City into the Jail as further described in Exhibit III, Section 2. The Booking Fee will be inflated effective January 1, 2023.
 - 4.2 Maintenance Charge. The Maintenance Charge shall be assessed for a City Inmate for each Inmate Day as provided in Exhibit III, Subsection 1. The Maintenance Charge will be inflated effective January 1, 2023.
 - 4.2.1 The County will provide notice to the City after booking a City Inmate in order to give notice that the City Inmate has been booked and to provide the opportunity for release to the City if the City so desires. Such action will take place as soon as reasonably possible but no later than the next business day after booking. A City Inmate released within six hours of booking will result in no Maintenance Charges.
 - 4.2.2 The County will provide notice to the City of the billing status of its Inmates for the prior calendar day in cases where confinement is the result of multiple warrants or sentences from two or more jurisdictions. As of the date of this Agreement, this notice is provided to the City once each business day when applicable. The intent of this program is to allow the City to take custody of a City Inmate if they so desire after the other jurisdictional warrants are resolved and thereby prevent unnecessary Maintenance Charges.
 - 4.2.3 The Parties may amend the notice requirements of Sections 4.2.1 and 4.2.2 by administrative agreement signed by both the Chief Executive Officer of the City and the King County Executive.
 - 4.3 Access to and Charges for City Inmate Use of Community Corrections Programs. The Parties agree to discuss in good faith the ability for the City to access Community Corrections Programs, and to negotiate charges for such access. Any agreement between the Parties with respect to access and charges for Community Corrections Programs shall be enacted through an amendment to this Agreement.
 - 4.4 Surcharges and Offsite Medical Charges. In addition to the Booking Fee, Maintenance Charge, and any other charges agreed to per Section 4.3, the City will be charged for Offsite Medical Charges and Surcharges as detailed in Exhibit III, Section 3 and 4.
 - 4.4.1 Proposed Notice of Certain Surcharges. The County intends to provide or make available to the City timely notice of occurrences when a City Inmate is transported to Harborview Medical Center or other offsite medical institution, or is receiving infirmary care or psychiatric care that will subject a City to Surcharges. Notice provided or made available will be based on information known to DAJD at the time (since billing status of an Inmate may be changed retroactively based on new information or other factors). The County intends to provide or make available this notice within two (2) business days following the day in which the chargeable

event occurs and will make good faith efforts to provide notice sooner if practicable. The County will make good faith efforts to try to institute a means to provide notice to the City within twenty-four (24) hours of the admittance of a City Inmate to Harborview Medical Center or other offsite medical institution. The County's failure to provide or make available notice or develop quicker means to provide notice to the City as detailed above shall not excuse the City from financial responsibility for related Offsite Medical Charges or Surcharges and shall not be a basis for imposing financial responsibility for related Offsite Medical Charges or Surcharges on the County.

5. Billing and Billing Dispute Resolution Procedures.

5.1 The County shall transmit billings to the City monthly. Within forty-five (45) days after receipt, the City shall pay the full amount billed or withhold a portion thereof and provide the County written notice meeting the requirements of Section 5.2.1, specifying the total amount withheld and the grounds for withholding such amount, together with payment of the remainder of the amount billed (if any amount remains). Notwithstanding the foregoing, the County shall bill the City for Offsite Medical Charges as such charges are periodically received by the County from third party medical institutions or other offsite medical providers. Offsite Medical Charges shall be due within such time and subject to such withholding and dispute resolution procedures as otherwise provided in this Section 5.

5.2 Withholding of any amount billed or alleging a violation related to billing provisions of this Agreement shall constitute a dispute, which shall be resolved as follows:

5.2.1 The County shall respond in writing to billing disputes within sixty (60) days of receipt of such disputes by the DAJD billing offices. To ensure the soonest start to the sixty (60)-day timeline, the City should electronically mail scanned billing disputes directly to the DAJD billing office, or by fax, or U.S. mail rather than to any other County office or officer. The DAJD billing office contact information as of the date of this Amendment is:

KC DAJD
DAJD-AP@kingcounty.gov
Attn: Finance – Inmate Billing
500 Fifth Avenue
Seattle, WA 98104

5.2.2 In the event the parties are unable to resolve the dispute, either Party may pursue the dispute resolution mechanisms outlined in Section 9.

5.3 Any amount withheld from a billing, which is determined to be owed to the County pursuant to the dispute resolution procedure described herein, shall be paid by the City within thirty (30) days of the date of the resolution.

5.4 If the City fails to pay a billing within forty-five (45) days of receipt, the County will provide the City with a notice of its failure to pay and the City shall have ten (10) days from receipt of such notice to cure nonpayment. Any undisputed billing amount not paid by the City within sixty (60) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure that are not paid

within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the County by the City, shall be binding on the Parties, and shall not be subject to legal question either directly or collaterally. In the event the City fails to cure its nonpayment, the City shall be deemed to have voluntarily waived its right to house City Inmates in the Jail and, at the County's request, will remove City Inmates already housed in the Jail within thirty (30) days. Thereafter, the County, at its sole discretion, may accept no further City Inmates until all outstanding bills are paid. This provision shall not limit the City's ability to challenge or dispute any billings that have been paid by the City.

- 5.5 The County may charge an interest rate equal to the interest rate on the monthly County investment earnings on any undisputed billing amount not paid by the City within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the County as a result of the billing dispute resolution procedure. Interest on amounts owed begin accruing on the forty-sixth (46) day after payment was due.
- 5.6 Each Party may examine the other's financial records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately. Disputes on matters related to this Agreement which are revealed by an audit shall be resolved pursuant to Section 5.2.

6. Jail Capacity.

- 6.1 The Contract Cities may house Contract Cities Inmates in the Jail at an aggregate number, calculated based on the Jail's Official Daily Population Count, equal to or less than the Secure Bed Cap for Contract Cities established in Sections 6.1.1.
 - 6.1.1 Through December 31, 2024, the Secure Bed Cap for Contract Cities in the aggregate is fifty (50) beds. These fifty (50) beds shall be available on a first-come, first-served basis measured at the time of the Jail's Official Daily Population Count.
- 6.2 In the event the number of Contract Cities Inmates exceeds the Secure Bed Cap for Contract Cities described in Section 6.1, the County will notify the Contract Cities by phone or electronic mail. The County may then decide to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities. Alternatively, the County may refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities. If the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities through removal of Contract Cities Inmates from the Jail, then the County will be obligated to accept new City bookings. The notice required by the first sentence of this Section 6.2, will be made to the person designated in Section 13.10 of this Agreement, and will inform the City whether the County intends to continue to house Contract Cities Inmates in excess of the Secure Bed Cap for Contract Cities described in Section 6.1, or whether the County will refuse to accept bookings from the City until such time as the aggregate number of Contract Cities Inmates is reduced below the Secure Bed Cap for Contract Cities described in Section 6.1.
- 6.3 At the end of the last day of this Agreement, the Contract City agrees to reduce the number of Contract City Inmates in the Jail to zero (0), with the exception that Inmates whose status has changed to Contract City Inmate, will not be included in the calculation of the number

of Contract City Inmates, if such individuals are removed from the Jail within seventy-two (72) hours of such change in status.

For the purpose of determining the number of Contract Cities Inmates only, and not for billing purposes, Inmates held on multiple warrants or sentences by the County which include one or more city warrants or sentences in addition to a County and/or state warrant or sentence, and Contract Cities Inmates that have been booked into the Jail and the Contract City has not been notified of such booking shall not be considered a Contract Cities Inmate . Also, Contract Cities Inmates housed in the Jail will not be considered Contract Cities Inmates for the purpose of determining the number of City Inmates.

- 6.4 The Jail’s capacity limit for Contract City Medical Inmates is thirty (30). The Jail’s capacity limit for Contract City Psychiatric Inmates is one-hundred-fifty-one (151). For the purpose of this Section the Medical and Psychiatric Inmate population will be determined following the definitions in Sections 1.21 and 1.25 at the time of the Jail’s Official Daily Population Count.
- 6.5 When the Jail has reached its capacity limit for either Medical or Psychiatric Inmates as set forth in Section 6.5, the County will provide notice to the City by phone or electronic mail. Such notification will be made to the person designated in Section 11.11 of this Agreement. At the time this notification is made the County may request that the City take custody of a sufficient number of its Medical or Psychiatric Inmates to reduce the number of Medical or Psychiatric Inmates to the capacity limits detailed in Section 6.5, or the County may inform the City that the County is willing to continue to house these Inmates.
- 6.6 County requests under Section 6.5 will be made as follows. The billable city (under this Agreement or other jail service agreements between the County and cities that have identical provisions as this Section) with the Inmate most recently admitted as Medical or Psychiatric Inmate will be asked to take custody of that inmate. This process will be repeated until such time as the Medical and Psychiatric populations are reduced below capacity limits, or the Jail is willing to house these Inmates.
- 6.7 If the County, pursuant to Sections 6.5 and 6.6, requests that the City take custody of Medical or Psychiatric Inmates, the City shall comply with the County’s request. The City shall take custody of its¹ Medical or Psychiatric Inmates by picking them up no later than twenty-four (24) hours after the County’s request. If the City has not picked-up the Medical or Psychiatric Inmate within twenty-four (24) hours of the County’s request, the County shall deliver the Medical or Psychiatric Inmate to the City’s designated drop-off location or backup location. In either case, the City’s designee must accept the Medical or Psychiatric Inmate from the County and must be available to do so seven (7) days a week, twenty-four (24) hours a day. In all cases, the County shall provide the receiving entity

¹ Within eight (8)-hours of the County’s request, the City may provide the County with the names of other Medical Inmates to substitute for the Medical Inmates identified for pick-up by the County. In the event the City identifies substitute Medical Inmates that are City Inmates, the provisions of Section 6 will continue to apply. In the event the City identifies substitute Medical Inmates that are the responsibility of a different city (Substitute City) that is party to this Agreement or a jail services agreement with the King County containing these same provisions, the Substitute City will be responsible for picking-up the substitute Medical Inmates within 24-hours of the initial request for pick-up. In the event the Substitute City fails to pick-up its Medical Inmates within 24-hours of initial notification to the City, the County may deliver the Medical Inmates named in the original notification to the City’s designated drop-off location or backup location. The procedures outlined in this footnote will also apply to Psychiatric Inmates.

with Continuity of Care Records, in a sealed envelope, at the time custody is transferred. The City will ensure that the City and the receiving entity comply with all applicable confidentiality laws and rules. Similarly, the City will ensure that Continuity of Care Records are provided to the County at the time custody of a City Inmate receiving the level of care consistent with a Medical or Psychiatric Inmate is transferred to the County.

- 6.8 If the County, in its sole discretion, decides to transport Medical or Psychiatric Inmates to the City's designated drop-off location or backup location within King County, Washington, the County will do so without charge. Should the County agree to a drop-off location or backup location outside of King County, Washington, the City will pay all transportation costs for Medical or Psychiatric Inmates taken to the designated drop off location or backup location. In no case will the County be obligated to transport a Medical or Psychiatric Inmate out-of-state.

7. Jail Planning.

- 7.1 Jail Planning. The County and the City recognize the value of sharing information about their respective inmate populations and anticipated use of Secure Detention and alternative means of detention. The Parties agree to make good-faith efforts to share this information regularly. Furthermore, should the County begin planning for potential changes in jail space or models, the County will make good-faith efforts to provide notice to the City that such planning is underway, so that the City has an opportunity to participate in planning efforts.

8. Indemnification.

- 8.1 The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that, the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.
- 8.2 The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from any, and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.
- 8.3 In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility, which arises in whole or in

part from the existence or effect of City ordinances, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

- 8.4 The terms of this Section 8 "Indemnification" shall survive the termination or expiration of this Agreement.
9. Dispute Resolution. In the event the Parties are unable to resolve a dispute, then either Party may pursue the dispute resolution provisions of this Section 9.
- 9.1. Either Party may give Notification to the other in writing of a dispute involving the interpretation or execution of the Agreement. Within thirty (30) days of this Notification, the King County Executive and the Chief Executive Officer of the City, or their designees, shall meet to resolve the dispute. If the dispute is not resolved, then at the request of either Party it shall be referred to non-binding mediation. The mediator will be selected in the following manner: The City shall propose a mediator and the County shall propose a mediator; in the event the mediators are not the same person, the two proposed mediators shall select a third mediator who shall mediate the dispute. Alternately, the Parties may agree to select a mediator through a mediation service mutually acceptable to both Parties. The Parties shall share equally in the costs charged by the mediator or mediation service.
- 9.2. Each party reserves the right to litigate any disputed issue in court, *de novo*.
10. Termination. Either Party may initiate a process to terminate this Agreement as follows:
- 10.1. Ten (10)-Day Notification of Intent to Terminate. Any Party wishing to terminate this Agreement shall issue a written Notification of intent to terminate, not less than ten (10) days prior to issuing a ninety (90) day termination Notification under Section 10.2 of this Agreement. Upon receipt of the written Notification of intent to terminate, the parties will meet to confer on whether there are steps that the non-terminating party can take, in order to, avoid a ninety (90) day termination Notification notice under Section 10.2 of this Agreement.
- 10.2. Ninety (90)-Day Termination Notification. After the ten (10) day period has run under Section 10.1 of this Agreement, the party desiring to terminate this Agreement may provide the other party ninety (90) days written termination Notification, as provided in RCW 70.48.090.
11. General Provisions.
- 11.1. Other Facilities. This Agreement reserves in each party the power to establish a temporary holding facility during a pandemic, riot, civil disobedience or natural disaster, to establish group homes or other care or rehabilitation facilities in furtherance of a social service program, to temporarily transfer Inmates to alternative detention facilities in order to respond to Jail overcrowding, a public health directive, or to comply with a final order of a federal court or a state court of record for the care and treatment of Inmates.

Interlocal Agreement: Jail Services – City of Redmond

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- 11.2. Grants. Both Parties shall cooperate and assist each other toward procuring grants or financial assistance from the United States, the State of Washington, and private benefactors for the Jail, the care and rehabilitation of Inmates, and the reduction of costs of operating and maintaining Jail facilities.
- 11.3. Law Enforcement Intake Portal. The County will offer the use of a web-based Subject Intake Portal when its Jail Management System goes live in 2021. The tool will allow law enforcement officers to log onto the system and enter all arrest, case/charge, victim, probable cause, and drug crime certificate information. This method is the County's preferred method of intake and booking. Cities that take advantage of this intake method will be able to print out or receive an electronic version of the intake information, including the ability to integrate with the JMS via web services or API integration if desired.
- 11.4. Severability. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- 11.5. Remedies. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or continued performance after Notification of a deficiency in performance constitute an acquiescence thereto. The Parties are entitled to all remedies in law or equity.
- 11.6. Exhibits. This Agreement consists of several pages plus the following attached exhibits, which are incorporated herein by reference as fully set forth:
- | | |
|-------------|--|
| Exhibit I | Method of Determining Billable Charge and Agency |
| Exhibit II | Exception to Billing Procedure |
| Exhibit III | Calculation of Fees, Charges and Surcharges |
- 11.7. Not Binding on Future Agreements. This Agreement does not bind the Parties as to the terms, fees, or rate formulas to be included in any future jail services agreements.
- 11.8. Entire Agreement. This Agreement, including all exhibits and attachments hereto, represents the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.
- 11.9. Modifications. The provisions of this Agreement may only be modified and amended with the mutual written consent of the King County Executive and the Chief Executive Officer of the City and the approval of their respective legislative bodies, excepting that, certain modifications to the notice requirements in Sections 4.2.2, 4.2.3 and Attachment I-2 may be approved administratively by signature of both the Chief Executive Officer of the City and King County Executive as specified herein.
- 11.10. Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

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- 11.11. Notifications. Except as otherwise provided in this Agreement, any Notification required to be provided under the terms of this Agreement, shall be delivered by certified mail, return receipt requested or by personal service to the following person:

For the City of Redmond:

Or his/her successor, as may be designated by written Notification from the City to the County.

For the County:

Chief of Administration
Dept. of Adult and Juvenile Detention
500 Fifth Avenue
Seattle, WA 98104

Or his/her successor, as may be designated by written Notification from the County to the City.

- 11.12. Council Approval. The Parties' obligations under this Agreement are subject to official City and County Council approval.
- 11.13. Filing. As provided by RCW 39.34.040, this Agreement shall be filed with the King County Department of Records and Elections.
- 11.14. Assignment/Subcontracting. The City may not assign or subcontract any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement.
- 11.15. No-Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
- 11.16. Execution in Counterparts. This Agreement and any amendments thereto, shall be executed on behalf of each party by its duly authorized representative and pursuant to an appropriate motion, resolution, or ordinance. The Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument.

Interlocal Agreement: Jail Services – City of Redmond

King County

The City of Redmond

King County Executive

Title of City Official

Date

Date

Approved as to Form:

Approved as to Form:

King County
Deputy Prosecuting Attorney

Title of City Official

Date

Date

EXHIBIT I
Method of Determining Billable Charge and Agency

Process Overview

The application of all billing rules in conjunction with Section 1.6 of this Agreement comprises the method for determining the principal basis for booking or confining a person. The County’s billing system examines all open and active charges and holds for each calendar day and applies the billing priority rules and tie breaker rules as set forth below. Then the billable agency is determined from the billable charge(s) or hold(s) and the application of exception rules, for example, the special DUI sentencing rule or the special six-hour rule.

Billing Priority Rules

The Billing Priority Group is determined in the following order:

1. Local felony charge(s)	A local felony charge is filed by the King County Prosecuting Attorney into a King County court.
2. Investigation holds from King County agencies or pursuant to a contract	An investigation hold is one that has been referred to the King County Prosecutor and includes King County investigation holds.
3. Department of Corrections (DOC) charge(s) pursuant to contract with DOC	Felony and misdemeanor charges adjudicated by DOC hearing examiner. Cases heard by a local court are considered local misdemeanors even if DOC is the originating agency.
4. Local misdemeanor charge(s) and city court appearance orders	Includes King County misdemeanors.
5. Other holds (contract and non-contract)	

Tie Breaker Rules

Tie breaker rules are applied in the following order to the Local Misdemeanor Priority Group (Number 4 above) when there are charges with multiple billable agencies. The first rule that applies determines the billable charge(s). The billable agency for the selected charge(s) is the billable agency.

1. Longest or only sentenced charge rule	This rule selects the charge(s) with an active sentenced charge or, if there is more than one active sentenced charge, the rule selects the charge with the longest imposed sentence length.
2. Earliest sentence rule	This rule selects the charge(s) with the earliest sentence start date.
3. Lowest sentence charge number rule	This rule selects the sentenced charge(s) with the lowest charge number as given in the DAJD booking system.
4. Arresting agency rule	This rule selects the charge(s) or hold(s) with a charge billable agency that matches the arresting agency for the booking.
5. Accumulated bail rule	This rule selects the agency with the highest total bail summed for all of the charge(s) and hold(s) for which the agency is the billable agency.
6. Lowest charge number rule	This rule selects the charge or hold with the lowest charge number as given in the DAJD booking system.

Attachment I-1: City and County Jail Charges Clarification

This document contains several examples consistent with Section 1.6 of this Agreement.

#	Situation	Jail Costs associated with these cases are:
1	Inmate booked by a city on a felony investigation, whose case is filed by the Prosecutor initially as a felony in Superior Court but subsequently amended to a misdemeanor charge (for evidentiary reasons, or entry into mental health court, or for other reasons)	County responsibility
2	Inmate booked by a city on a felony investigation and whose case is initially filed by the Prosecutor as a felony in District Court as part of a plea bargain effort (so called “expedited cases”)	County responsibility (including the expedited cases to be filed under the new Prosecutor Filing Standards).
3	Inmate booked by a city on a felony investigation, whose case is initially filed by the County Prosecutor as a misdemeanor in district court (i.e., mental health, domestic violence <u>or</u> in regular district court)	County responsibility
4	Inmate booked by a city on a felony investigation. The County prosecutor declines to file the case and refers it to a city prosecutor or law enforcement for any further action.	County responsibility prior to release of felony investigation by the County prosecutor; City responsibility from and after release of felony investigation
5	Misdemeanor or felony cases originated by state agencies (i.e., WSP)	County responsibility
6	Inmates booked by a city on a juvenile charge who are held in adult detention or become adults during the pendency of their charge or sentence.	County responsibility

Attachment I-2

**Inmate Transfers: Transfer Request Exemption Criteria, Notice and Billing
(Relating to Section 1.6.9)**

- A. In the event of one or more of the following transfer exception criteria are met, a transfer may be denied by the County, in which case the person for whom the City has sought a transfer remains a City Inmate:
- (1) Inmate has medical/health conditions/ treatments preventing transfer.
 - (2) Transfer location refuses Inmate.
 - (3) Inmate refuses to be transported and poses a security risk.
 - (4) Inmate misses transport due to being at court or other location.
 - (5) City refuses to sign transfer paperwork requiring the City to arrange transportation for Inmate back to King County, if needed, when City sentence ends.
- B. If the County has refused a transfer request and thereafter determines that it no longer needs to detain the person and the person would as a result become a City Inmate, then the County will provide notice to the City that it will become billable for the Inmate. The City will not incur a Maintenance Charge on the day of notice. If the City transfers the Inmate during the six calendar days immediately following the day of notice, it will not incur a Maintenance Charge for the first calendar day following notice but will incur a Maintenance Charge for each subsequent calendar day until the Inmate is transferred. If the City does not transfer the Inmate from the Jail during this six-day period, the City is billable beginning the calendar day following the day of notice from the County.
- C. The terms of this Attachment I-2 may be amended by administrative agreement evidenced by execution in writing by the Chief Executive Officer of the City and King County Executive.

EXHIBIT II
Exception to Billing Procedure

For persons serving the one- and two-day commitments pursuant to the mandatory DUI sentence grid who report directly from the community to the Jail for incarceration, Inmate day shall not be defined according to Section 1.16 of the Agreement. Instead, Inmate day shall be defined as a twenty-four-hour period beginning at the time of booking. Any portion of a twenty-four-hour period shall be counted as a full Inmate day. The number of days billed for each sentence shall not exceed the sentence lengths specified on the court commitment.

Two examples are provided for illustration:

Two-day sentence served on consecutive days:

John Doe	Booked 7/1/23 0700	Released 7/3/23 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/23 0700	Temporary Release 7/2/23 0700
	Return to Jail 7/8/23 0700 Number of Inmate days = 2	Released 7/9/23 0700

The Department of Adult and Juvenile Detention will apply this definition of Inmate day to the City's direct DUI one and two-day Inmates by adjusting the City's monthly bill before it is sent to the City. If the changes are not made for some reason, the City will notify the Department of Adult and Juvenile Detention, which will make the necessary adjustments.

EXHIBIT III
Calculation of Fees, Charges and Surcharges

Starting on the Effective Date of this Agreement, the City shall pay the fees, charges, and surcharges with such annual adjustments for inflation as described below. Starting on the Effective Date of this Agreement, the City shall also pay offsite medical care charges as detailed below

2023 is the Base Year for fees, charges, and surcharges and is the basis from which the fees, charges, and surcharges are to be annually adjusted by applying the inflators set forth in Subsection 5.a. of this Exhibit III.

1. MAINTENANCE CHARGE AND CAPITAL EXPENDITURE CHARGE

The Maintenance Charge shall be calculated as described below.

- a. The **Maintenance Charge** starting **January 1, 2023**, and for the remainder of the calendar year 2023, **excluding** any adjustments for Capital Expenditure Charges, will be **\$250.64**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2023 is **\$256.90**. The Maintenance Charge shall be inflated in 2024 as described in Section 5. The City will not be charged a Maintenance Charge for a City Inmate where the Inmate has been offsite (e.g. housed outside of the Jail) for all twenty-four (24) hours of a Surcharge Day and subject to 1:1 Guarding Surcharge for the entirety of such twenty-four (24)-hour period.
- b. In addition to the annual adjustment to the Maintenance Charge described above, King County will increase the Maintenance Charge to capture the cost of **Capital Expenditures**. Capital Expenditures are defined as the cost of repairing and renovating current jail capacity and facilities and support and administrative facilities that benefit Jail operations. Additional Capital Expenditures will be included in the Maintenance Charge if such expenditures benefit City Inmates. Any Capital Expenditure that solely benefits County Inmates will not be charged to the City. Capital Expenditures do not include Jail Bed Expansion Projects. Capital Expenditures do not include Major Maintenance.
 - i. Capital Expenditures will be calculated in proportion to the square footage that benefits adult detention. Cities will be billed their proportionate share based on the total number of Inmate Days (as defined in Section 1.17). By August 15 of 2023, DAJD will estimate the total number of Inmate Days for 2024 and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2024.
 - ii. Upon request of the City, the County shall provide its six (6)-year CIP and its six (6)-year major maintenance plan to the City. The County will provide a detailed line-item budget of each Capital Expenditure. If the City disputes that the Capital Expenditure benefits City Inmates or otherwise disputes the inclusion of the Capital Expenditure or any portion of the Capital Expenditures' budget in the maintenance fee, the matter will be resolved under the dispute resolution processes described herein. Capital Expenditures will not be charged to the City to the extent such Capital Expenditures are covered by federal grants, state grants, insurance proceeds, capital maintenance reserves or voter approved capital funding for jail related improvements.
 - iii. Capital Expenditures, if debt financed, shall begin being charged when debt service payments begin for the permanent financing of the Capital Expenditure and shall

continue until the end of the debt amortization unless the debt amortization is less than fifteen (15) years, in which case the charges to the City will be amortized over fifteen (15) years. If the Capital Expenditure is not debt financed, Capital Expenditure charges shall be based on actual expenditures. The County will make available documentation evidencing such expenditures.

- iv. Beginning January 1, 2023, and continuing through calendar year 2023, the Capital Expenditure Charge for ISP for the City is \$5.21 and the Capital Expenditure Charge for the CSSP is \$1.05, for a combined total Capital Expenditure Charge of \$6.26 to be added to the Maintenance Charge set forth in subparagraphs a and b above.

2. BOOKING FEE

- a. The booking fee shall be based on whether, or not the City is using the County's Personal Recognizance (PR) screeners for individuals it brings to a County jail facility to be booked. The two booking fees starting January 1, 2023, and for the remainder of the calendar year 2023 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$178.67**. This is the booking fee payable by Contract Cities that are **not** using the County's PR screeners. This Booking Fee shall include **40.86%** of the total Budgeted Jail Costs associated with booking (including Jail Health Intake Services); this percentage of booking costs to be included in the Booking Fee shall remain fixed through the term of this Agreement.
 - ii. The **Standard Booking Fee** shall be **\$262.25**. This is the booking fee payable by Contract Cities using the County's PR screeners. This booking fee is composed of the Base Booking Fee plus the fee associated with the County's PR screeners.
- b. If the City has a court order on file as of the Effective Date, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, then the City will be qualified for the Base Booking Fee as of the Effective Date. To qualify for the Base Booking Fee in 2024, the City must either provide a court order not later than July 1, 2023, confirming that the City and not the County will have authorization to provide PR screening for City Inmates, or a previously issued court order must remain in effect. If an authorizing court order is revoked or expires and is not renewed, the City will no longer qualify for the Base Booking Fee.

The Booking Fee shall be inflated in 2023 as described in section 5 below.

3. SURCHARGES

In addition to payment of the Maintenance Charge and the Booking Fees, the City shall pay Surcharges associated with services provided to City Inmates as described below. The types of services provided to an Inmate associated with each Surcharge, and a general description of each Surcharge, is set forth in Attachment III-1.

The initial Surcharge amounts described in paragraphs (a) – (d) below shall apply from the January 1, 2023, through December 31, 2023, and shall be inflated for 2024 as described in Section 5 below.

- a. **Infirmary Care.** For Medical Inmates, the City shall pay an Infirmary Care Surcharge of **\$388.99** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$119.26** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$304.51.** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$304.51.**
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$119.26** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$423.77.**
- d. **1:1 Guarding Surcharge.** The 1:1 Guarding Surcharge is the charge imposed when the County dedicates an individual officer to guard a City Inmate. The Surcharge shall be **\$87.28** per guard *for each hour* or portion thereof, and as further described in Attachment III-1.
- e. A **Surcharge Day** is defined as a 24-hour period from midnight to midnight, or any portion thereof, in which an Inmate receives any of the services within the Surcharges listed in subparagraphs (a) – (c) above; *provided that* with respect to the Infirmary Care Surcharge, Psychiatric Care Surcharge and Acute Psychiatric Surcharge, a maximum of one (1) charge may be imposed within the twenty-four (24)-hour period for a single inmate, and the charge imposed shall be the highest applicable charge. For example, if an inmate is placed in Acute Psychiatric Care, released to the general population, and then again placed in Acute Psychiatric Care all within the same twenty-four (24)-hour period (midnight to midnight), a single Acute Psychiatric Care Surcharge will be imposed. Similarly, if an Inmate is placed in Acute Psychiatric Care and then in Non-Acute Psychiatric Care within the twenty-four (24)-hour midnight to midnight period, then a single Acute Psychiatric Care charge will be imposed.

4. OFFSITE MEDICAL CARE CHARGES

In addition to the Maintenance Charge, the Booking Fee, and the Surcharges detailed above, the City shall be responsible for payment of all Offsite Medical Care Charges incurred by a City Inmate.

5. INFLATORS AND RE-SETS OF FEES CHARGES, AND SURCHARGES

- a. Inflators. Effective January 1, 2023, all fees, charges, and surcharges, excluding: (1) Offsite Medical Care Charges and, (2) the Capital Expenditure Charge components of the Maintenance Charge, shall be inflated by the percentage rates described below.

Non-Medical Charges: the following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the 12-month period ending in June) plus 1.5% but shall in no event be lower than 1.5%:

- i. Maintenance Charge
- ii. Booking Fee
- iii. Acute Psychiatric Housing Surcharge
- iv. 1:1 Guarding

Medical Charges: The following fees and charges are subject to an annual inflator of the Seattle-Tacoma-Bremerton CPI-W (covering the twelve (12)-month period ending in June) plus three (3) percent, but shall in no event be lower than three (3) percent:

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- i. Infirmiry Care Surcharge
 - ii. Psychiatric Care Surcharge
- b. Final Fee, Charge and Surcharge Notice for Following Calendar Year. No later than August 15, the County will provide notice to the City of the final fees, charges and surcharges listed in this Subsection 5.a. reflecting the application of the June-June CPI index in the manner prescribed in Subsection 5.a above.
- c. Inflation Re-sets. Notwithstanding the terms of Subsections 5.a and 5.b to the contrary, in the event the Seattle-Tacoma-Bremerton CPI-W (June-June) exceeds eight (8) percent then, as part of the August 15, final fee and charge notice, the County will include information demonstrating whether, based on factors affecting the DAJD Budgeted Jail Costs including but not limited to personnel costs, food, utilities and pharmaceuticals, the County’s reasonably expected inflation experience for the DAJD Budgeted Jail Costs in the next calendar year (the “Expected Inflation Rate”) is *less than or greater than* said CPI-W (June-June) rate. If the Expected Inflation Rate is lower than the CPI-W (June-June) rate, the County will apply the lower of the two rates to the fees and charges listed in this Subsection 5.c for the following calendar year.

**Attachment III-1
Summary Description of Medical Cost Model Surcharges and Pass-Through Charges**

	Surcharge	Description
1.	1:1 Guarding	Cost to guard an inmate in a 1:1 situation. Most common occurrence is at hospital or at off-site medical appointments. If more than one guard is required, then the rate would be the multiple of guards.
2.	Acute Psychiatric Care (two components) – billed by location	
	a. Psychiatric Care Surcharge	Costs for Jail Health Services (JHS) treatment team for services listed below for Psychiatric Care.
	b. Acute Psychiatric Surcharge	Costs for additional officer staffing for: 15-minute checks, assistance with feeding, emergency responses, escorts, and other necessary services to provide for an inmate who poses a potential danger to him or herself.
3.	Non-Acute Psychiatric Care (one component)	
	a. Psychiatric Care Surcharge	Costs for JHS Psychiatric treatment team for services listed below for Psychiatric Care.
4.	Infirmiry Care	Costs for JHS Infirmiry care, services listed on reverse.

	Pass-Through Charge	Description
5.	Off-Site Medical Charges	Costs for inmates to receive services from outside medical providers (services not available from JHS). Examples include: <ul style="list-style-type: none"> ❖ Hospital care ❖ Dialysis ❖ Cancer treatment (chemotherapy, radiation) ❖ Specialized transport to medical appointments (wheelchair bound inmates)

JHS Psychiatric Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ Psychiatric Treatment & Management ❖ Psychiatric Treatment Team Monitoring ❖ Medication Administration ❖ Mental Health Crisis Counseling ❖ Psychiatric Therapy Groups 	<p><i>Inmates with severe or unstable mental health conditions are placed in psychiatric housing units and receive a level of monitoring and care based on the acuity of their mental illness. Inmates in psychiatric housing are evaluated upon admission and then re-evaluated on a regular basis by a multi-disciplinary treatment team.</i></p>

JHS Infirmery Care

Services Provided:	Criteria:
<ul style="list-style-type: none"> ❖ 24-hour Skilled Nursing Care ❖ Daily Provider Rounds ❖ Treatment and Management of Complex Disease States ❖ Medication Administration ❖ Activities of Daily Living Assistance ❖ Alcohol Detoxification 	<p><i>Inmates who meet diagnostic criteria that require 24-hour skilled nursing care are housed in the KCCF Infirmery. Examples include but are not limited to:</i></p> <ul style="list-style-type: none"> ❖ <i>Patients requiring medical detoxification/withdrawal management</i> ❖ <i>Individuals with non-stable medical conditions such as: need for kidney dialysis, wired jaws, newly started on blood thinning medication;</i> ❖ <i>Individuals who are mobility impaired and/or not independent in activities of daily living;</i> ❖ <i>Individuals requiring IV therapy or with central lines in place;</i> ❖ <i>Individuals who are acutely ill, post-surgical, who require convalescent care, and those with conditions requiring extensive treatment and frequent monitoring; and</i> ❖ <i>Individuals with severe respiratory problems requiring nebulizer treatments, oxygen and close observation.</i> <p><i>Inmates are formally admitted to infirmery care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmery occurs either at the time of release from jail or as the patient’s condition improves and can be safely managed in general population housing. Some individuals remain in infirmery care for the duration of their incarceration.</i></p>



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

August 30, 2022

City of Redmond,

This letter is to provide you with 2023 detention rates for housing your inmates in King County jail facilities. Rates were prepared pursuant to the Interlocal Agreement between the County and King County cities. Due to continued COVID-19 population restrictions, the Department of Adult and Juvenile Detention is again only employing basic annual inflation in 2023, rather than implementing a full cost reset.

In addition, the Jail Services Agreement between your jurisdiction and King County is set to expire at the end of 2022. For 2023, we will be offering a two-year contract which will be substantially like our current contract.

Today, we are providing forecasted 2023 jail rates. While our council will have final approval of our rates, we are optimistic the figures below will not be substantially different, if at all. Once we have final approval from the council, we will reach back out with both the rates and a contract for your leadership to sign. The rates being proposed, and the methodology follows our current Jail Services Agreement with your agency.

Rates effective January 1, 2023, through December 31, 2023

The Exhibit III Calculation of Fees, Charges and Surcharges, in the Interlocal Agreement specifies the fees, charges and surcharges as well as the Offsite Medical Charges, the City shall pay. Also, Exhibit III c., i., denotes that King County will increase the Maintenance charge to capture the cost of capital expenditures that benefit jail operations. In 2023, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$1.05 and the debt service for the Integrated Security Project (ISP) is \$5.21. For the period of January 2023 through December 2023, the rates are as follows:

Other Cities	2022 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2023 Final Rate
Daily Maint	\$ 225.80	1.50%	9.50%	\$ 250.64	\$ 1.05	\$ 5.21	\$ 256.90
Booking - Standard	\$ 236.26	1.50%	9.50%	\$ 262.25			\$ 262.25
Booking - Reduced	\$ 160.96	1.50%	9.50%	\$ 178.67			\$ 178.67
Acute Psych Housing ⁴	\$ 274.33	1.50%	9.50%	\$ 304.51			\$ 304.51
Psych Other ⁴	\$ 106.01	3.00%	9.50%	\$ 119.26			\$ 119.26
Infirmary	\$ 345.77	3.00%	9.50%	\$ 388.99			\$ 388.99
1 on 1 Guarding Hrly	\$ 78.63	1.50%	9.50%	\$ 87.28			\$ 87.28

¹ Prior years base rate, before the inclusion of the CSSP and ISP fees.

² Exhibit III Section 7 Inflation and Re-Sets of Fees and Charges.

³ Exhibit III Section 1. C, Capital Expenditures included in Daily Maintenance charges. CSSP = Courthouse Seismic Stabilization Project, ISP =

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Other Surcharge.

Please call me (206-477-2339) if you have any questions regarding the rates.

Sincerely,

Steve Larsen
DAJD Chief of Administration



Memorandum

Date: 10/18/2022
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-618
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Sheryl Mullen	Police Support Services Manager
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TITLE:

Interlocal Agreement (ILA) between the City of Redmond and the City of Duvall for Dispatch Services

OVERVIEW STATEMENT:

Interlocal Agreement (ILA) between City of Redmond and City of Duvall for 911 call taking services, dispatch services, and Spillman server storage costs.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for Interlocal Agreements.
- **Council Request:**
N/A
- **Other Key Facts:**
The City of Redmond has provided emergency communications services to the City of Duvall since the late 1990s. The most recent ILA expires 12/31/2022. This version has been reviewed by legal/Jim Haney.

OUTCOMES:

The City of Redmond will provide this service to the City of Duvall in an effort to ensure a consistent level of service with a neighboring department.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

Accounts receivable: \$126,000.00 in 2023 and \$131,040.00 in 2024 for emergency dispatching services.
Accounts receivable: \$2,400.00 in 2023 and \$2,520.00 in 2024 for costs associated with available server space.

Approved in current biennial budget: **Yes** **No** **N/A**

Budget Offer Number:

N/A

Budget Priority:

N/A

Other budget impacts or additional costs: **Yes** **No** **N/A**

If yes, explain:

Income for the City of Redmond from the City of Duvall

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date: 10/18/2022

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-618

Type: Committee Memo

Date	Meeting	Requested Action
11/1/2022	Business Meeting	Approve

Time Constraints:

The current ILA expires 12/31/2022. The City of Duvall requires an executed agreement to pay for costs associated with dispatch services beginning 1/1/2023.

ANTICIPATED RESULT IF NOT APPROVED:

Not approving this ILA would prevent the City of Duvall from receiving the services from the City of Redmond and would impact the timeline for budget and payment.

ATTACHMENTS:

Attachment A: Duvall Dispatch Services ILA 2023 2024

INTERLOCAL AGREEMENT

Dispatch Communications

This is an Agreement between the City of Redmond, a municipal corporation, hereinafter referred to as "Redmond", and the City of Duvall, a municipal corporation, hereinafter referred to as "Duvall"

RECITALS

- A. Duvall is located within King County, and Duvall has the authority and responsibility to provide police protection for the citizens of Duvall. Redmond has established and maintains a Police Department which routinely provides law enforcement services to the citizens of the City of Redmond, including without limitation communication functions inherent in the provision of law enforcement, hereinafter "communications law enforcement service".
- B. Redmond is capable of providing communications law enforcement services, within the corporate limits of Duvall. Duvall is desirous of obtaining communications law enforcement service from Redmond to assist in fulfilling its obligation to Duvall citizens pursuant to RCW 39.34.010 and 39.34.080.

In consideration for the promises set forth herein the parties agree as follows:

1. DUVALL'S RESPONSIBILITIES

- 1.1 Provide, maintain, and pay for such data transfer circuit(s) and equipment required to support connection and interface with the Redmond Police Computer Aided Dispatch (CAD) and Records Management System (RMS).
- 1.2 Provide, install, operate, maintain, and pay for Mobile Data Computer (MDC) systems for connection and interface with the Redmond MDC/CAD network server. MDC units with access to CAD may be added by Duvall upon agreement between the two parties, with Duvall bearing all costs associated with the increased number of units.
- 1.3 Pay for any costs associated with contracting with mobile data service providers to permit wireless data transfers from Duvall MDC equipment to the Redmond MDC/CAD network server.
- 1.4 Provide, operate and maintain its own radio equipment compatible with the King County Public Safety radio network or PSERN and operate on talk group(s) designated by Redmond.
- 1.5 Pay for any costs associated with its contract relationship to the Washington Crime Information Center (WACIC) and the ACCESS information system managed by the Washington State Patrol.
- 1.6 Have responsibility for all associated costs for equipment and software including any components, as defined by Redmond, required to access Duvall CAD data from a secure location within the Duvall Police Department.
- 1.7 Duvall personnel will log into the CAD system using their own unique username and password and will conform to the password policies of the Redmond Police Department.

- 1.8 Notify Redmond promptly of any changes in status of personnel.
- 1.9 Ensure that technical staff who work for or contact with the City of Duvall meet CJIS security standards and work in close cooperation and in concert with Redmond CAD administrators.
- 1.10 For a two year period, January 1, 2023 through December 31st, 2024 pay Redmond \$126,000.00 for the period January 1, 2023 through December 31st, 2023 and for the period of January 1, 2024 through December 31, 2024 pay Redmond \$131,040.00.
- 1.11 For a two year period, January 1, 2023 through December 31, 2024 pay Redmond \$2,400 for the period January 1, 2023 through December 31, 2023 and for the period of January 1, 2024 through January 31, 2024, pay Redmond \$2,520 for costs associated with available server space. This cost allows Duvall to store electronic copies of police reports in Spillman and use of storage space.
- 1.12 Make available to Redmond case records required to maintain NCIC record validation compliance.

2. REDMOND'S RESPONSIBILITIES

- 2.1 Provide communications law enforcement service within the geographical boundaries of Duvall, rendering such service of the same level, degree, and type as customarily provided in the City of Redmond as more definitively stated in Redmond Police Department Policy 801 (The Emergency Communications Center) and the Redmond Police Department Standardized Radio Operating Procedures, attached and incorporated by the reference, including, without limitation:
 - a. Answer telephone calls for the Duvall police service in the Redmond Police Department Communications/911 center.
 - b. Process and dispatch, via radio or MDC, calls for service to Duvall police units.
 - c. Provide general ACCESS, NCIC, and WACIC data and warrant services for Duvall. These services will be provided in compliance with applicable ACCESS, NCIC, and WACIC policy guidance.
 - d. Provide technical specifications and recommendations for the purchase and installation of MDC equipment and necessary software to permit connection with the Redmond CAD/MDC network.
 - e. Maintain equipment and database(s) associated with CAD.

3. TERM

- 3.1 This agreement is intended to renew a previous contract and is intended to be effective on January 1, 2023, for a term of two years (24 months). It may be terminated without cause only after sixty (60) days written notice received by one party, given to the other. This agreement may be terminated for cause, if corrective measures have not been commenced within ten (10) days after written notice, and substantially completed within thirty (30) days. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

4. RELATIONSHIP OF PARTIES

- 4.1 Both parties understand and agree that Redmond is acting hereunder as an independent contractor, with the intended following results:
- a. All Communications staff rendering service hereunder shall be for all purposes employees of Redmond, although they may from time to time act for the benefit of Duvall.
 - b. Control of Communications personnel, standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
 - c. Control of Partial and Fully Commissioned staff standards of employee performance, discipline, and all other aspects of supervision shall be entirely the responsibility of Redmond.
 - d. All liabilities for salaries, wages, other compensations benefits, injury, sickness, or retirement system contributions for Communications staff, and other partial and fully commissioned staff rendering services for this contract shall be provided by Redmond.

5. INDEMNITY

- 5.1 Redmond will protect, defend, indemnify, and save harmless Duvall, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Redmond, its officers, employees, or agents. Redmond agrees that the obligation to indemnify, defend, and hold harmless Duvall and its agents and employees under this provision extends to any claim, demand, or cause of action brought by or on behalf of any employee of Redmond against Duvall, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.
- 5.2 Duvall will protect, defend, indemnify, and save harmless Redmond, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of Duvall, its officers, employees, or agents. Duvall agrees that its obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any employees of Duvall against Redmond, its officers, agents, or employees and includes any judgment, award, and cost arising therefrom, including attorneys' fees.

6. DISCRIMINATION

- 6.1 Redmond hereby certifies that it is an equal opportunity employer and has developed and implemented an Affirmative Action Program in accordance with the guidelines contained in Revised Order 4 of the United States Department of Labor. Both parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, or disability. Both parties agree that they will take affirmative action to ensure that all employment actions are without regard to race, color, religion, sex, national origin, marital status, or disability.

7. NOTICES

7.1 All notices to the parties under terms of this Agreement, unless otherwise specified herein, or as may be amended, shall be in writing, addressed as follows:

DUVALL:

City of Duvall
Police Department
Chief Michael DeBock
P.O. Box 1300
Duvall, WA 98019

REDMOND:

City of Redmond
Police Department
Chief Darrell Lowe
P.O. Box 98073-9710
Redmond, WA 98073-9710

8. ENTIRE AGREEMENT/MODIFICATION

8.1 This Agreement is intended to express the entire agreement of the parties and may not be altered or modified in any way unless such modification is reduced to writing, signed by both parties, and affixed to this original agreement.

DATE: _____

DATE: _____

CITY OF DUVALL

CITY OF REDMOND

By: _____

By: _____

Its: _____

Its: _____

Approved as to form:

Approved as to form:

City Attorney

City Attorney

Exhibit A

GENERAL OPERATIONAL PROCEDURES for the delivery of law enforcement communications services by the City of Redmond to the City of Duvall.

INTRODUCTION:

The Redmond Police Communications/911 Center is a progressive customer service oriented organization designed to perform a myriad of communication and information functions rapidly and accurately. The volume, complexity, immediacy, and accuracy of the work performed requires standard operating procedures that are often specifically defined and uniform. In establishing procedures to provide Communications services for Duvall, a general rule has been followed:

Standard practices and procedures with Duvall may not vary from existing Redmond Communications procedures unless significant reasons dictate a variance.

These general rules should be applied to issues in dispute.

However, Redmond does recognize that providing high quality services to Duvall may necessitate some accommodation by Redmond in service delivery to satisfy service needs that are unique to Duvall policing.

A. RADIO USE, CALL RECEIVING, AND DISPATCHING

The Duvall Police Department will abide by the Redmond Police Department Policy 801 (The Emergency Communications Center) and the Redmond Police Department Standardized Radio Operating Guidelines.

The Redmond Police Communications/911 Center will answer Duvall Police telephone calls for police services in conjunction with the Redmond Police telephone calls for police services. The Duvall Police calls will receive the same screening and processing by all call receivers including entry in the Computer Aided Dispatch (CAD) system when appropriate.

The processed calls will be classified by incident nature and prioritized equally with Redmond calls according to the three call response classifications described in the Redmond Police Manual of Standards Communications 3000.

Upon the conclusion of any incident entered in CAD, Duvall Police officers will provide the Communications Center an appropriate clearing and disposition code as described in the Redmond Police Officers Reference guide.

The Redmond Communications/911 Center will perform audio log data searches and create recordings from the logging data recorders upon written request from the Duvall Police Department.

The Redmond Communications/911 Center reserves the right to refuse to perform audio searches/duplication services that may require extensive labor or are not warranted in the opinion of the Redmond Police Communications Supervisor.

B. DATA AND WARRANT SERVICES

General: Duvall Police Department maintains a signed agreement with the Washington Criminal Information Center (WACIC) to abide by the laws and regulations governing WACIC users.

Redmond will provide all WACIC services currently possessed by Redmond to Duvall Police Department consistent with the Redmond Communications/911 Center internal practices and policies governing the use of its facilities.

Periodic audits are conducted to insure the accuracy and validity of data in WACIC. Duvall Police Department must assist the auditing of Duvall Police Department's data entries.

Teletypes directed to Duvall Police Department and teletypes directed to all police departments will be transmitted to Duvall Police Department via radio, telephone, fax, or CAD.

1. Arrest Warrants:

Redmond will enter original arrest warrants from district or municipal courts with which Duvall contracts for court services into WACIC. Redmond has rigid procedures regarding the processing and computer entry of arrest warrants to minimize inappropriate arrests. Both parties will abide by the following procedures regarding computer-entry and service of district court warrants.

- a. Duvall Police Department will make arrangements to have the original warrants (hard copy or electronic) delivered to the Redmond Police Department through the Court system. The Redmond Police Department will screen the warrants and attachments for completeness and return incomplete warrants for correction. The Redmond Police Department will then enter the warrants into WACIC and maintain the original warrant (hard copy or electronic) in a location that is readily available for the purposes of confirmation and processing. Warrant entries into WACIC must be from original warrants, which are in the possession of the Redmond Communications/911 Center until served or recalled by the issuing court. At such time, the warrants will be returned to the court.
- b. The Duvall Police Department is responsible for notifying the Redmond Police Communications/911 Center immediately of known changes in the status of arrest warrants.

- c. District courts will place an expiration date on their warrants. The Redmond Communications/911 Center will periodically purge these warrants using the expiration date and will return the purged warrants to the court.
 - d. The Duvall Police Department is responsible for transporting persons arrested on warrants generated by activity within their jurisdiction.
 - e. If the Duvall Police Department elects to book a prisoner in jail, the Redmond Communications/911 Center must be immediately notified by radio to verify the warrant to determine its validity, and teletype or fax the agency booking the prisoner the contents of the warrant. Duvall Police Department must immediately advise the Redmond Police Communications/911 Center by phone of incidents when a warrant is served. The Redmond Communications/911 Center will then clear the WACIC entry.
 - f. To preclude re-arrests on the same warrant, the Redmond Police Department strongly urges the Duvall Police Department not to make copies of arrest warrants for themselves, release copies to other police agencies, or permit file copies to leave their station facility. The Duvall Police Department is responsible for all outstanding copied warrants they produce and erroneous arrests or re-arrests as a consequence of copied warrants.
2. Stolen Vehicles:
Immediately after completing a Vehicle Theft Report, signed by the victim, Duvall Police Department will forward the theft information by radio or phone to the Redmond Communications/911 Center. A call receiver will issue a police report case number and make the appropriate WACIC data entry. A copy of the Vehicle Theft Report will be maintained by the Duvall Police Department and be readily available to the Redmond Communications/911 Center for verification and NCIC validations purposes. The Duvall Police Department must immediately report to the Redmond Communications/911 Center recoveries of all stolen vehicles and maintain a copy of the recovery report at the Duvall Police Station with the appropriate case number. The Redmond Communications/911 Center will make the proper notifications and arrangements with the originating agency at the time of recovery.
3. Vehicle Impound:
The Redmond Communications/911 Center will enter into the CAD Tow log, Duvall Police Department's temporary impounds, private impounds, and repossessed vehicles. Abandoned vehicles and police impounds will be entered into WACIC as required.
4. Stolen Property:
The Redmond Police Department enters stolen property information into WACIC for Duvall Police and follows the following guidelines:
- a. The Duvall Police Department requests stolen property data entry by Redmond Communications/911 via telephone.
 - b. The Duvall Police Department is responsible for notifying the Redmond Communications/911 Center of recovered stolen property to coordinate timely removal of the WACIC stolen property entry.

5. Missing Person/Juvenile Runaways:

The Redmond Communications/911 Center will enter Duvall Police Department's Missing Persons and Juvenile Runaways into WACIC and NCIC as required. Duvall Police Department will be responsible for any and all follow up on runaway entries to determine changes in status. They will be required to notify the Redmond Communications/911 Center immediately of any changes (i.e., runaway is back home, etc.).

After receiving a police report case number, Duvall Police Department will telephone the Redmond Communications/911 Center and provide sufficient information to enter missing persons and runaway juveniles into WACIC. The call receiver will make the appropriate WACIC entry. A copy of the case report will be maintained at the Duvall Police Department.

6. Additional Services Provided by the Redmond Police Department:

Any additional requests for communications related support or data requests will be considered when requested and appropriate cost determined.



Memorandum

Date: 10/18/2022
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-648
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services
FROM: Mayor Angela Birney
DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Tim Gately	Captain
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TITLE:

2022-2023 School Resource Officer Agreement (City of Redmond & Lake Washington School District)

OVERVIEW STATEMENT:

Renewal of the 2022-2023 School Resource Officer agreement between the Lake Washington School District and the City of Redmond. This is a continuation of the service the Redmond Police Department currently provides to the Lake Washington School District and allows for funding to be received in consideration for services provided.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information Provide Direction Approve

REQUEST RATIONALE:

- Relevant Plans/Policies:
N/A
- Required:
N/A
- Council Request:
N/A
- Other Key Facts:
N/A

OUTCOMES:

The City of Redmond provides School Resource Officer services to the Lake Washington School District. The City and District agree to assign one SRO to provide school-specific services, with the option to add additional SROs as staffing

allows. The School Resource Officers will act as a law enforcement resource, maintain the peace on school district property, and provide law enforcement education, and support services as requested and mutually agreed upon. The LWSD is moving all SRO contracts to a "community based" model, whereby officers are assigned to geographical areas, not to a specific school. Redmond has participated in this model since 2021 and have found it to best meet the needs of the LWSD and the City.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

This agreement will allow for the City to receive from LWSD \$10,900 per month per officer assigned; a maximum of 3 officers may be assigned.

Approved in current biennial budget: **Yes** **No** **N/A**

Budget Offer Number:

000329 General Fund Revenue (LWSD as a funding source)

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: **Yes** **No** **N/A**

If yes, explain:

N/A

Funding source(s):

General Fund Revenue

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/26/2022	Study Session	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
11/1/2022	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Several options related to approval exist:

- A. Approve as proposed.
- B. Do not approve receipt of the renewed agreement and terminate the School Resource Officer services provided to the Lake Washington School District.
- C. Provide School Resource Officer services without requiring a fiscal contribution from the Lake Washington School District.

ATTACHMENTS:

Attachment A Redmond LWSD SRO MOU 2022.2023

*Lake Washington School District
School Resource Officer Program
Memorandum of Understanding (MOU)*

This Agreement is made and entered into this ____ day of _____, 2022 by the Lake Washington School District #414 (referred herein as “District”) and the City of Redmond (referred to herein as “City”) (collectively, “the Parties”) for the purpose of establishing a School Resource Officer (referred to herein as “SRO”) program in the public school system in the City of Redmond. In consideration of the terms and conditions set forth herein, the Parties agree as follows:

ARTICLE I

PURPOSE. The purpose of this MOU is for the City of Redmond to provide contract services in the form of SROs to the District. The services provided include law enforcement and related services, in compliance with RCW 28A.320.124, as described herein.

MISSION. The mission of the SRO Program is to improve school safety and educational climate at the school.

ARTICLE II

OBLIGATIONS OF THE CITY. The City shall provide SROs as follows:

- (A) **Provision of SROs.** The City shall assign up to three regularly employed officers to provide coverage to District schools within the city limits of Redmond. Each SRO will be assigned a region within their City that may include a combination of high school, middle school, and elementary schools. The services provided by the SROs are in addition to routine police services already provided by the City.
- (B) **Selection of an SRO.** The Chief of Police, in partnership with the District, shall jointly agree on a process to select the SROs to be assigned. The following minimum criteria will be considered:
 - (1) The ability to effectively deal with a diverse student population;
 - (2) The ability to present a positive image and symbol of the entire law enforcement agency. Therefore, the personality, appearance, and communication skills of the SRO should be of such nature so

that a positive image of the agency is reflected. A goal of the SRO program is to foster a positive image of law enforcement officers among students, school staff and community members;

- (3) Expressed interest in working with students, school staff and school community members within the scope of the SRO Program;
 - (4) The educational background, experiences, interest level, and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide high quality educational services in the area of law enforcement;
 - (5) The desire and ability to work effectively in partnership with the principal and other Building and District administrative staff and employees as a team; and
 - (6) Be a state certified law enforcement officer.
- (C) Annual Evaluation of an SRO. The District will conduct an evaluation of each SRO in the program prior to the end of the school year and provide a copy to the City.
- (D) Regular School Duty. SROs are generally available during normal school hours. This expectation does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined by the Chief of Police or designee. The SRO and/or the City will attempt to communicate to the District schedule changes.
- (E) SRO Role and Duties. SROs are an integral part of the District's "Layered School Safety Plan." They contribute to the overall safety of the school campus utilizing their expertise, training, and experience. SRO's have four overarching, and equally important, roles within the school community:
1. Fostering Positive School Climate - SRO's have the unique opportunity to encourage and model positive behavior, and use good judgement and discretion through the following:
 - a. Upon request, engage in school activities, such as: assemblies, sporting events etc. to foster a positive school climate through relationship-building and crime prevention;

- b. Work in partnership with Building and District administration to build a culture of open communication and trust among students, staff, and school community members by serving as a role model, working with administrators to engage with students who may be facing challenges and identifying mechanisms to connect them with appropriate community resources;
- c. SROs are not responsible for general student discipline and may not be used to attempt to impose criminal sanctions in matters more appropriately handled within the District's educational system. The determination of whether an incident rises to the level of law investigation or intervention shall be made in consultation with a Building administrator and be consistent with District Policy and Procedure 3241 – Student Discipline. In the event of imminent threat or danger to the Building or school community, the SRO may use professional judgement to intervene and disrupt the threat or danger; and
- d. Working with Building administration and school staff to create a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment.

2. ***Crime Prevention*** - *Through training, expertise and experience, the SRO has a unique perspective on crime prevention that is valuable to the school community. Identification and education regarding crime prevention tools can be disseminated throughout the school communities in several ways by the SRO, including:*

- a. Providing foot patrol on campus and in parking lots;
- b. Monitoring previous crime locations on campus;
- c. Speaking to Building administration and school staff about reducing the opportunity for crimes to occur;
- d. Analyzing possible crime patterns;
- e. Providing law enforcement input into school-based security, including, but not limited to review of campus

perimeter security measures and security systems. Any and all recommendations shall be provided to appropriate Building and District administration;

- f. Participate in Threat Assessments at schools as requested. If the assigned SRO is unable to attend, another Officer from the City may attend and provide law enforcement representation;
- g. Attend Threat Assessment training as arranged by the District;
- h. Conduct Crime Prevention Through Environmental Design Assessments (“CPTED”) at schools;
- i. Provide Crime Prevention presentations as requested, and;
- j. Review and be familiar with the District’s “Layered School Safety Plan.”

3. **Education** - SROs represent our law enforcement partners and are a valued member of our school community. Upon mutual agreement by the Parties, SRO’s may be called upon to provide supplemental educational expertise to members of the school community in the following ways:

- a. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law, etc.;
- b. Provide safety-related training to staff and students including, but not limited to pedestrian safety, bike safety and drivers’ safety, as age appropriate;
- c. Provide “ALICE Active Shooter Training” to staff and students; and
- d. Conduct informational presentations to parent, student, or community groups on relevant topics such as substance abuse, underage drinking, cyber bullying, sexual assault awareness, commercial sexual exploitation, and trafficking of children, etc.

4) **Law Enforcement** - SROs are responsible for law enforcement activities occurring at the schools during school hours, including:

- a. Making arrests and making referrals of possible criminal law violations to the Prosecutor’s Office,

- securing, handling, and preserving evidence, and recovering District property;
- b. Assisting the District in maintaining the peace on District property;
- c. Coordinating and/or providing traffic control assistance at schools as needed and/or requested;
- d. Providing school traffic safety emphasis as needed and/or requested;
- e. Responding to schools for child welfare reports;
- f. Working with other law enforcement agencies to recover District property;
- g. Assisting the District in serving court notices or legal documents;
- h. Providing pedestrian and bicycle safety awareness training;
- i. Providing informal law enforcement counseling with students when requested by the Building administration, and the student, when mutually agreed to by all Parties;
- j. Conducting criminal investigations of violations of law on District property, or property immediately surrounding the District property, as assigned by the City. Criminal investigations on campus will be consistent with District Policy and Procedure 3226-Interviews and Interrogations of Students on School Premises;
- k. Engaging in crisis and Emergency Response and Preparedness using the Rapid Responder system to support schools; and
- l. Alternatives to arrest should be used whenever possible, and the arrest of students should be a measure of last resort. The SRO discretion to act remains the same as that of any other law enforcement officers.

In addition, SROs shall:

1. Wear their official law enforcement uniform or alternate uniforms which shall be provided at the expense of the City as mutually agreed upon by the Parties;

2. Submit monthly data by the 10th of each month for the prior month;
3. Perform other duties as mutually agreed upon by the Parties, such as providing safety and security at District events, provided performance of such duties are legitimately and reasonably related to the SRO program as described in this MOU, and provided such duties are consistent with state and federal law and the policies and procedures of the Parties;
4. Read, review and be familiar with law enforcement related District policies and procedures;
5. Follow and conform to relative District policies and procedures that do not conflict with policies and procedures of the Police Department;
6. Follow all state and federal laws;
7. Coordinate with other Police Department Youth Service Providers (Police Partners, Community Resources, etc.) to ensure consistency and continuity of all services, and make referrals to social agencies as appropriate;
8. Attend all Police Department-mandated training as required to maintain law enforcement qualifications and certifications;
9. Attend School Safety Meetings for the schools within their assigned region;
10. Attend the District's monthly SRO meetings;
11. Acknowledge the role of an SRO as a teacher, informal counselor, and law enforcement officer;
12. Recognize when to informally interact with students to reinforce school rules and when to enforce the law;
13. Adhere to all department policies related to recording devices (including In-Car and Body Worn Camera systems), if in use; and
14. Per RCW 10.93.160, the SRO duties do not extend to immigration enforcement and the SRO will not inquire into or collect information about any individual's immigration or citizenship status, or place of birth. Neither will the SRO provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law.

(F) Training Requirements - The City retains the authority and responsibility for training its employees, including SROs. The City, by signing this MOU, confirms the SROs assigned to the District have been trained, or are scheduled to be trained, in all the topics required by RCW 28A.320.124(1). Additionally, there are (2) components to the training requirements, and the Parties understand, and agree to, the following classroom and on the job training requirements:

- (1) The following classroom requirements must be completed within the first six months of working on a school campus, including:
 - a. Constitutional and civil rights of children in schools,

including state law governing search and interrogation of youth in schools;

- b. Child and adolescent development;
- c. Trauma-informed approaches to working with youth;
- d. Recognizing and responding to youth mental health issues;
- e. Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- f. Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, LGBTQ, immigrant, female, and nonbinary students;
- g. Local and national disparities in the use of force and arrests of children;
- h. Collateral consequences of arrest, referral for prosecution, and court involvement;
- i. Resources available in the community that serve as alternatives to arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- j. De-escalation techniques when working with youth or groups of youth;
- k. State law regarding restraint and isolation in schools, including RCW 28A.600.485;
- l. The Federal Family Education Rights and Privacy Act (20 U. S. C. Sec. 1232g) requirements including limits on access to and dissemination of student records for noneducational purposes; and
- m. Restorative justice principles and practices.

- (2) Two days of on-the-job training with an experienced SRO, at the school of the experienced SRO, must be completed prior to assuming responsibility for their assigned region.

(J) Support Services to be Provided by the City. The City and the SROs will supply the following services:

- (1) The City will submit monthly reports to the District by the 10th of each month for the prior month to include the following:
 - a. Each call for law enforcement service and the outcome, including student arrest and referral for prosecution disaggregated by school, offense type, race, gender, age

and students who have an individualized education program or plan developed under Section 504 of the Federal Rehabilitation Act of 1973;

- b. Date, school and number of hours and topics of instructional time in classrooms;
- c. Date and school name of any participation in threat assessments;
- d. Crime prevention efforts, both formal and informal;
- e. School events developed or participated in;
- f. Child Abuse reports taken;
- g. Other functions not indicated above; and
- h. Invoice for specific events and extra-duty assignments.

- (2) Maintain and file uniform crime reporting (UCR) records according to law;
- (3) Investigate all incidents and complete investigation in a timely manner;
- (4) Provide coordination, development, implementation, and evaluation of security programs in the assigned school locations;
- (5) Provide each SRO with a patrol vehicle as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining, and repairing police equipment provided under this MOU shall be borne by the City;
- (6) Maintain records in compliance with state and federal law;
- (7) Coordinate with Building or District administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses;
- (8) Make presentations to community groups as authorized by the SRO Supervisor and District;
- (9) Maintain criminal justice standards as required by law; and
- (10) At least one supervisory representative from the City should attend the scheduled District Safety Advisory Committee meetings.

(K) No Special Duty. The Parties do not intend to create any “special relationship” or “special duty” by entering into this MOU. The City expressly disclaims any guarantee as to the safety or security of persons or property at the District’s schools and makes no representations or warranties as to such safety or security by entering into this MOU. Specifically, the Parties understand and agree that the City has no greater duty with regard to the safety and security of persons or property at the District’s schools than it does with regard to the general public in providing law enforcement services throughout the City. The provisions

of this MOU are for the benefit of the Parties, and do not create any rights of or duties to any third Parties.

- (L) COVID-19 Vaccination. As required by Governor Inslee’s directive (Proclamation 21-14-1), all employees and contractors working or providing services for the District must be fully vaccinated against COVID-19. As a vendor or contractor to the District, the City assumes all responsibility that all of its employees or workers who are near students, or others, while present at a school building or other District site provide proof of COVID-19 vaccination by showing the City their vaccine card or documentation of vaccination from a healthcare provider. In turn, the City must provide the District with a signed verification. The City also agree that no employees or workers will be sent to the District that have not met this requirement. The mandatory state directive allows narrow exemptions for medical or sincerely held religious beliefs only. However, social, political, or economic philosophies or personal preferences are not “religious” beliefs under the law. Any employees with an exemption will be required to wear an approved face covering, be subject to increased social distancing, and periodic COVID-19 testing. The only exceptions the District may allow include areas away from staff and students such as controlled construction areas or scheduled maintenance when the building is unoccupied. Routine deliveries such as mail or supplies are also exempt.

ARTICLE III

GRIEVANCES. Any grievance related to SROs or the SRO Program, that are filed with the District, shall be handled pursuant to the following process. The point of contact for this process is the District’s School Safety and Crisis Manager. Complaints against an SRO that are filed with the law enforcement agency directly will be handled by the City in accordance with established City policies, procedures, and CBAs.

Step One of the Grievance Process:

The parent or guardian or adult student will present the complaint in writing to the Building administrator or their designee within ten school days of the action or incident that gave rise to the complaint. The written statement of the complaint will contain:

- A. The facts upon which the complaint is based as the parent or guardian or adult student who is filing the complaint sees them;

- B. A reference to the policies/procedures of the District which have allegedly been violated; and
- C. The remedies sought.

Failure to submit a written complaint within the timeline specified above will result in waiver of the complaint.

If a written complaint is filed in compliance within the timeline specified above, the parent or guardian or adult student will discuss this complaint with the Building administrator or their designee. A sincere effort will be made to resolve the complaint at this level. The Building Administrator or their designee will meet with the parent, guardian or adult student within ten (10) school days of filing the complaint unless otherwise agreed by the parent, guardian or adult student and the Building Administrator or for good cause. If there is no resolution at Step One and if the parent or guardian or adult student does not appeal the complaint to the associate superintendent or their designee in writing within five (5) school days of the parent or guardian or adult student's meeting with the Building administrator or their designee, the complaint will be waived.

Step Two of the Grievance Process:

If after Step One, a resolution is not made, the parent or guardian or adult student can appeal the complaint to the associate superintendent or their designee in writing within five (5) school days of the parent or guardian or adult student's meeting with the Building Administrator or their designee, the associate superintendent or their designee will, within ten (10) school days of the receipt of the complainant's written appeal, meet with that parent or guardian or adult student to hear their claim, unless otherwise agreed to by the parent or guardian or adult student and the associate superintendent or designee or for good cause.

The associate superintendent or their designee will render a decision regarding the appeal within ten school days of the parent or guardian or adult student's meeting with the associate superintendent or their designee unless otherwise agreed to by the parent or guardian or adult student and associate superintendent or designee or for good cause. The associate superintendent or their designee's decision will be considered final.

ARTICLE IV

SRO EMPLOYMENT & SPECIAL EVENTS. The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline, and dismissal of its personnel.

This MOU does not prevent the District from hiring an individual serving as an SRO to perform duties that are not the duties of the SRO set forth in this MOU, e.g., the employment of an individual who also serves as an SRO to coach athletics, drive a school bus, or otherwise serve the District in a capacity other than that of an SRO. Such employment shall be completely separate from and not controlled by this MOU. If the District chooses to employ an individual serving as an SRO to perform duties that are not duties of the SRO under this MOU, the individual shall at all times during such employment be solely an employee of the District and not an employee of the City. During such employment, the District shall be solely responsible for the compensation, training, discipline, and dismissal of such individual and solely responsible for the individual's acts, errors, or omissions in performing the duties of such separate employment.

Special events, such as extra-duty assignment, site security for after-hours events, or special requests shall be executed per past practice; the District will request these specific services through the Police Department extra-duty assignment coordinator. The City will bill the District for additional officers/duties as provided. The City will endeavor to assign one (1) SRO to extra-duty events, in addition to other officers. Billing for these events shall be separate from the billing for standard SRO charges.

ARTICLE V

PAYMENT. In consideration of the services provided herein, the District shall pay to the City a sum of \$10,900.00 per month per SRO assigned. No other consideration will be required during the term of this MOU for in-school services called for herein.

ARTICLE VI

CONFLICTS. The Parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this MOU. Unforeseen difficulties in questions will be resolved by negotiations between the Superintendent/designee of the District and the Chief of Police or designee of the City. The designated

representatives will meet at least annually, or as needed, to resolve potential conflicts.

ARTICLE VII

CHANGE IN TERMS. Changes in the terms of this MOU may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

SRO REPLACEMENT. To dismiss an officer from the SRO assignment, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the Parties to resolve a change in the SRO, the SRO shall be replaced as soon as possible dependent upon the training needs and availability of a replacement SRO.

ARTICLE IX

TERMINATION AND TERM OF MOU. The term of this MOU shall commence upon date of execution and continue until June 30, 2023, or until terminated. The District shall receive the SRO services described in Article II for the full term of this MOU. This MOU may be terminated by either party as follows:

- a. upon sixty (60) days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this MOU through no fault of the party initiating termination; or
- b. upon fourteen (14) days written notice in the event an emergency is declared by civic officials that impacts daily operations of the County or District.

In the event this MOU is terminated, compensation will be made to the City for all services performed to the date of termination consistent with Article V.

The District will be entitled to a prorated refund consistent with the payment contained in Article V for each day that the SRO services are not provided because of termination of this MOU. This MOU shall be effective as of September 6, 2022, when students return to District school locations even if signed after that date.

ARTICLE X

Notwithstanding this MOU, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this MOU.

ARTICLE XI

The Parties will collaborate on identifying and accessing funding sources for the SRO program that include, but are not limited to, state and federal grants.

ARTICLE XII

The District shall provide the SRO the following materials and facilities necessary to perform their duties, enumerated herein:

- i. Access to a private area, workspace, office, or conference room, which is properly lighted, with a telephone to be used for general business purposes.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act of omission of the City, its officers, agents, and employees, or any of them, in the performance of this MOU. In the event that any such suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District reserves the right to participate in such suit if any principle of government or public laws is at issue. If final judgment be rendered against the District and its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same.

In executing this MOU, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules, or regulations. If any cause, claim suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such District policy, procedure, rule, or regulation is principally at issue, the District shall defend the same at its sole expense and if judgment is entered

or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorney's fees.

The District shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents, and employees, any of them, in the performance of this MOU. In the event that any suit based on such a claim, action, loss or damage is brought against the City, the District shall defend the same at the sole costs and expense; provided that the City retains the right to participate in said suit if any principle of government law is at issue; and if final judgment be rendered against the City and the District and their respective officers, agents and employees, or any of them, the District shall satisfy the same.

ARTICLE XIV

CLOSING OF CAMPUSES. In the event school campuses are not open and students are attending remotely due to physical or environmental factors, the District reserves the right to suspend this MOU until such time as students return to school campuses. During the suspension of the contract, there will be no fees paid as indicated in Article V. Services may be provided on an as needed basis at an hourly rate as agreed upon by the Parties.

Wendy Kessler
Purchasing Manager
Lake Washington School District #414
(425) 936-1423

Date _____

Authorized Signer
Title
City of _____
(Phone Number)

Date _____



Memorandum

Date: 10/18/2022

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-638

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2529
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DEPARTMENT STAFF:

Police	Brian Coats	Operations Captain
Police	Rena Thompson	Department Administrative Coordinator

TITLE:

Accept \$28,187 Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant

OVERVIEW STATEMENT:

The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice (DOJ) initiative designed to provide a critical resource to state and local law enforcement. The police department began receiving funds from this grant in 1999 to off-set the cost of vest issuance and replacement. Bulletproof vests are now more commonly referred to as ballistic vests or body armor.

Each year, the Police Department submits a forecast report to the DOJ grant program, estimating the approximate number of new and replacement vests for the year. The estimate is based on the five-year life cycle of the vests and the addition of new officers. This year, the department projected a need to purchase approximately 50 new and replacement vests. The DOJ BVP Grant allotted a reimbursement to the city in the amount of \$28,187.10 for 2022.

The DOJ grant award fluctuates from year to year based on the number of vests the department expects to purchase. Previous awards have ranged anywhere from \$700 to \$28,000 since the department began participating with this federal program. The department is seeking Council’s approval to accept this annual grant award and would like to clarify whether this is an item needing Council attention on an annual basis.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information

Provide Direction

Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
Council approval is required for grant acceptance.
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

Per department policy, officers are required to wear body armor whenever they can reasonably be expected to take enforcement action. Body armor, when used in conjunction with prescribed officer safety procedures reduces the likelihood of officers being killed or seriously injured.

The department ensures that all new officers are issued form fitting, agency approved body armor. The department’s training unit maintains a replacement schedule for every officer’s assigned vest as each vest expires five years from issuance. Replacement vests are also purchased whenever the body armor becomes worn or damaged to the point its effectiveness or functionality has been compromised.

In 2022, the projected cost to purchase a new or replacement vest is \$1,473 each.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Funding for 2022 was announced on September 21, 2022
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

The projected cost of the vests for this fiscal year is approximately \$56,374.20.

Approved in current biennial budget: Yes No N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: Yes No N/A

If yes, explain:

N/A

Funding source(s):

Department of Justice Patrick Leahy Bullet Proof Vest Partnership Grant

Budget/Funding Constraints:

N/A

Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	Receive Information

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/18/2022	Committee of the Whole - Public Safety and Human Services	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

The Police Department will be responsible for the full cost of the bullet proof vests.

ATTACHMENTS:

None