

City of Redmond



Agenda

Tuesday, September 21, 2021

4:30 PM

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

Committee of the Whole - Public Safety

Committee Members

Varisha Khan, Presiding Officer

Jeraloe Anderson

David Carson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Tanika Kumar Padhye

AGENDA

1. 2021-2022 School Resource Officer Agreement (City of Redmond & Lake Washington School District) [CM 21-457](#)

[Attachment A: 2021-2022 Agreement](#)

Department: Police, 10 minutes

Requested Action: Consent, October 5th

2. 2022 Rate Amendment to the 2020 South Correctional Entity (SCORE) Interlocal Agreement for Inmate Housing [CM 21-463](#)

[Attachment A: 2020 SCORE Interlocal Agreement for Inmate Housing](#)

[Attachment B: 2022 Amendment to Original Interlocal Agreement](#)

[Attachment C: Background and Budget](#)

[Attachment D: SCORE Jail Services Brochure](#)

Department: Police, 10 minutes

Requested Action: Information Only

3. 2022 Detention Rates for Inmate Housing at King County Jail Facilities [CM 21-461](#)

[Attachment A: King County JSA 2021-2022](#)

[Attachment B: 2022 King County Jail Services Rates](#)

Department: Police, 10 minutes

Requested Action: Information Only

4. Mutual Aid provided for Issaquah Police Department 911 Communications [CM 21-456](#)

Department: Police, 10 minutes

Requested Action: Information Only

5. Police Department One-Time Monies to Offset Costs Related to Criminal Justice Legislation (SB 5092) [CM 21-466](#)

Department: Police, 10 minutes

Requested Action: Information Only

6. Work Plan Adjustment for Climate Emergency Topic [CM 21-453](#)

[Attachment A: Public Safety Work Plan](#)

[Attachment B: Planned ESAP Updates and Possible Work Plan Topics](#)

Department: Executive, 10 minutes

Requested Action: Public Safety Committee of the Whole, October 19th



Memorandum

Date: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-457

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Tim Gately	Captain
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TITLE:

2021-2022 School Resource Officer Agreement (City of Redmond & Lake Washington School District)

OVERVIEW STATEMENT:

Renewal of the 2020-2021 School Resource Officer agreement between the Lake Washington School District ("District") and the City of Redmond ("City"). This is a continuation of the service the Redmond Police Department currently provides to the District and allows for funding to be received in consideration for services provided. In the past, an SRO has been assigned to the High School and Middle Schools, as staffing allowed. The District and City have agreed to pilot a "community-based" assignment model in which SROs are assigned to multiple schools/geographical areas providing broad SRO-related services to all schools in the district.

☒ **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. This renewal is for the 2021-2022 academic year, with options to automatically extend the agreement for up to five years.

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 \$102,000 from the District.

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: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-457

Type: Committee Memo

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/5/2021	Business Meeting	Approve

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

If this agreement is not approved, the City will not be able to receive reimbursement for services provided.

ATTACHMENTS:

Attachment A: Redmond SRO Agreement 2021-2022

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

This Agreement is made and entered into this _____ day of September 2021 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 as described herein.

This MOU establishes and delineates the mission of the SRO Program as a joint collaborative and cooperative effort. This MOU clarifies roles and expectations and formalizes the relationship between the participating entities to reduce the potential for incidents of violence on the school campus, minimize the number of youths formally referred to the juvenile justice system, and foster an efficient and cohesive program that will build positive relationships between police officers, students and school staff while promoting a positive and safe learning environment for all students.

ARTICLE II

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

- (A) **Provision of SROs.** The City shall assign up to four regularly-employed officers to provide coverage to District schools within the city limits of Redmond, as mutually agreed upon by the City and District. 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 on the basis of the following minimum criteria:
 - (1) The ability to effectively deal with a diverse student population;
 - (2) The ability to present a positive image and symbol of the entire police agency. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SRO should be of such nature so that a positive image of the police agency is reflected;
 - (3) Expressed interest in working with students and staff within the scope of the SRO Program;
 - (4) The ability to provide good quality educational services in the area of law enforcement. The education background, 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 resource teaching services;

- (5) The desire and ability to work 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) Regular School Duty. SROs are generally available during normal school hours. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee. The SRO must be available for other needs as determined by the Chief of Police.
- (D) SRO Role and Duties. The SRO has four overarching roles within the school community:
- 1. Law Enforcement
 - a. Responsible for the majority of law enforcement activities occurring at the school during school hours, including making arrests and referrals of criminal law violators, securing, handling, and preserving evidence, and recovering District property;
 - b. Assist the District in maintaining the peace on District property;
 - c. Provide school traffic safety emphasis within their region as needed;
 - d. Provide pedestrian and bicycle safety awareness;
 - e. Work with other police agencies to recover District property;
 - f. May provide police counseling with students when requested by the principal or designee, and the student, when mutually agreed to by all parties, but are not responsible for general student discipline. Parents, students, teachers, and other school personnel should bring concerns about student behavior to the school principal and not the SRO;
 - g. The determination of whether an activity rises to the level of law enforcement activity shall be made in consultation with a school administrator and consistent with District Policy and Procedure 3241 - Student Discipline;
 - h. 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 police officer/sheriff's deputy; and
 - i. May conduct criminal investigations of violations of the law on District property, or property immediately surrounding the District property, as assigned by the

police department consistent with District Policy and Procedure 3226, Interviews and Interrogations of Students on School Premises.

2. *Fostering Positive School Climate*

- a. Encourage and model positive behavior, endorse high moral standards and use good judgement and discretion;
- b. Upon request, engage in school activities, such as: assemblies, sporting events, teen court, restorative practices, etc. to foster a positive school climate through relationship-building and crime prevention; and
- c. Work in partnership with school administration to build a culture of open communication and trust among students and adults by serving as a role model, working with teachers and administrators to identify students who may be facing challenges and connection to community resources, and, focusing on getting to know the students at the school.

3. *Crime Prevention*

- a. Identify ways to ensure crime prevention strategies are in place and utilized on campus. This may include foot patrol on campus, including parking lots, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, and investigating crimes; and
- b. Provide law enforcement input into school-based security, including teaching of School Safety and Prevention Specialists, review of fencing and security systems, and provide recommendations to appropriate District staff.

4. *Education*

- a. SROs are embedded in the education fabric of the school and should participate in the school community by engaging with the educational team where appropriate, and, representing the law enforcement community to build positive relationships with youth, their families, and school staff;
- b. Speak to classes on the law, including search and seizure, criminal law, motor vehicle law and other topics as mutually agreed upon by the Chief of Police or designee and principal or designee;
- c. Leverage opportunities to provide education not just in the classrooms but also throughout the campus in the hallway, during lunch and during school activities. SROs can act as a resource in the area of law enforcement education and are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.
- d. Provide safety-related training to staff and students, as age appropriate; and

- e. Conduct informational presentations to parent and/or student groups on relevant and/or requested topics.

In addition, SROs shall:

- (1) Wear their official police uniform or alternate uniforms which shall be provided at the expense of the City as mutually agreed upon by the District and police command;
 - (2) Perform other duties as mutually agreed upon by the principal and Chief of Police or designee, 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 City and the District;
 - (3) Follow and conform to all District policies and procedures that do not conflict with policies and procedures of the Police Department;
 - (4) Follow all state and federal laws;
 - (5) 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;
 - (6) Attend all Police Department-mandated training as required to maintain law enforcement qualifications and certifications;
 - (7) At least one supervisory representative from the City will attend the monthly District Safety Advisory Committee meetings;
 - (8) Unless unavailable due to approved leave, attend the LWSD monthly SRO meetings; and
 - (9) SROs will participate in school threat assessments within their region. If they are unable to attend, another SRO or designee will attend in their place.
- (E) Compliance with RCW 28A.320.124 and Engrossed Substitute House Bill 1214 (2021-22) Session Law. There are (2) components to the training requirements, and the City and SROs understand, and agree to, the following classroom and on the job training requirements:
- (1) Classroom requirements must be completed within the first six months of working on a school campus (by not later than March 1, 2022) and on-the-job training must be completed by the end of the first school year working on a school campus (by not later than June 16, 2022):
 - (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; and 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;
- (l) Restorative justice principles and practices; and
- (m) Two days of on-the-job training with experienced safety and security staff, at the school of the experienced safety and security staff.

- (F) SROs are prohibited from becoming involved in any formal student discipline situations that are not criminal. Administrative violations are the sole and exclusive responsibility of District school administrators;
- (G) SROs recognize when to informally interact with students to reinforce school rules and when to enforce the law;
- (H) The SRO acknowledges the role of an SRO as a teacher, informal counselor, and law enforcement officer;
- (I) The City will submit monthly reports to the School Safety and Crisis Manager 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 and offense type, race, gender, and age. If known, indicate when student has an IEP or 504 Plan;
 - b. Date, school and number of hours and topics of instructional time in classrooms;
 - c. Date and school name of an threat assessments attended;
 - d. Crime prevention efforts, formal and informal;
 - e. School events developed or participated in;
 - f. Child Abuse reports taken;
 - g. Other functions not indicated above;
 - h. Invoice for responses not included in proactive core service hours; and
 - i. Invoice for specific events and extra-duty assignments.

- (J) Support Services to be Provided by the City of Redmond Police Department (“Department”).
The Department and the SROs will supply the following services:

- (1) Provide information on all offense reports taken by an SRO to the school principal;
- (2) Receive and dispatch officers via the Redmond Police Communications Center;
- (3) Maintain and file uniform crime reporting (UCR) records according to law;
- (4) Process all police reports;
- (5) Provide coordination, development, implementation, and evaluation of security programs in the assigned school locations;
- (6) 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;
- (7) Maintain records in compliance with state and federal law;
- (8) Coordinate with school administrators, staff, law enforcement agencies, and the courts to promote order on the school campuses;
- (9) Make presentations to community groups as authorized by the SRO Supervisor and District;
- (10) Maintain criminal justice standards as required by law;
- (11) Coordinate and participate with the School Safety Committee;
- (12) Develop and coordinate crime prevention activities at the assigned school locations;
and
- (13) Comply with all data collection requirements by the OSPI.

- (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 agreement. 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 City and District only, and do not create any rights of or duties to any third parties.

ARTICLE III

COMPLAINTS. The Parties agree the responsibility for the administration of student discipline shall be the duty of the District. If families have a complaint related to SROs, they should follow District Policy 4220, Complaints Concerning Staff or Programs. The point of contact for this process is the School Safety and Crisis Manager.

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 agreement, 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 Department endeavor to assign one (1) SRO to extra-duty events, in addition to other officers.

ARTICLE V

PAYMENT. In consideration of the services provided herein, the District shall pay to the City a sum of \$10,200 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, 2025 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 City 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 1, 2021 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 City and District 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 _____

Angela Birney
Mayor
City of Redmond
(425) 556-2101

Date _____



Memorandum

Date: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-463

Type: Committee Memo

TO: Committee of the Whole - Public Safety

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:

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

OVERVIEW STATEMENT:

This is for information only. This is a current agreement and no action is required by Council. 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 three (3) percent over 2020 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:

The City pays for and SCORE guarantees the City ten (10) beds per day in 2022. This is down from fifteen (15) guaranteed beds per day in 2020 and twelve (12) guaranteed beds per day in 2021. 2022 rates for other jail services, such as specialty beds, are unchanged. A \$35 booking fee which was waived in 2021, has been added for 2022. The reduction in guaranteed beds for 2022 reduces the City's guaranteed financial liability and aligns with projected needs.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
This amendment is effective January 1, 2022.
- **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 2022 budget for SCORE Services is \$827,000.

☒ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-463

Type: Committee Memo

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

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

This Interlocal Agreement Amendment takes effect on January 1, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

This 2022 SCORE ILA Amendment guarantees the City will have jail beds and services for detained inmates in 2022. 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: 2020 SCORE Interlocal Agreement for Inmate Housing

Attachment B: 2022 Amendment to Original Interlocal Agreement

Attachment C: Background and Budget

Attachment D: SCORE Jail Services Brochure

INTERLOCAL AGREEMENT FOR INMATE HOUSING

THIS INTERLOCAL AGREEMENT FOR INMATE HOUSING (hereinafter "Agreement") is made and entered into by and between the SOUTH CORRECTIONAL ENTITY, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and _____ a [municipal corporation] organized under the laws of the State of Washington (hereinafter the "Contract Agency" together with SCORE, the "Parties" or individually a "Party").

RECITALS

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

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

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

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

SECTION 1. DEFINITIONS.

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

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

Commencement Date means January 1, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

Termination Date means _____.

SECTION 2. TERM.

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

SECTION 3. INMATE HOUSING AND SERVICES.

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

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

SECTION 4. COMPENSATION.

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

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

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

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

- A. Transportation. The Contract Agency is responsible for the transportation of Contract Agency Inmates to the SCORE Facility, including all costs associated therewith.
- B. Booking. Contract Agency Inmates shall be booked pursuant to SCORE's booking policies and procedures. Pursuant to RCW 70.48.130, and as part of the booking procedure, SCORE shall obtain general information concerning the Contract Agency Inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which a Contract Agency Inmate is entitled. The information is used for third party billing.
- C. Classification. Contract Agency Inmates shall be classified pursuant to SCORE's classification policies and procedures, and within the sole discretion and judgment of SCORE. The Contract Agency shall provide sufficient information regarding each Contract Agency Inmate as needed to allow SCORE to make such classification. Contract Agency Inmates shall be assigned to housing pursuant to SCORE's policies and procedures, and within the sole discretion and judgment of SCORE as provided in Exhibit F.
- D. Inmate Discipline. SCORE shall discipline Contract Agency Inmates according to SCORE policies and procedures and in the same manner which other Inmates are disciplined; provided, however, nothing contained herein shall be construed to authorize the imposition of a type of discipline that would not be imposed on a comparable Inmate, up to and including the removal of earned early release credits as approved by the Contract Agency.
- E. Release. Except for work programs or health care, and during emergencies, Contract Agency Inmates shall not be removed and/or released from the SCORE Facility without written authorization from the Contract Agency or by the order of a court of competent jurisdiction. Other jurisdictions may "borrow" a Contract Agency Inmate according to policies and procedures of SCORE and as listed in Exhibit G.

Contract Agency Inmates will be transported at the time of release as follows. SCORE will release each Contract Agency Inmate to the Contract Agency at a mutually agreeable location. Alternatively, SCORE will provide transportation upon release to either the closest Member City of

arrest, or the Member City of residence, whichever is closer, unless confirmed transportation is available at the time of release. Additional fees, if any, for transportation outside of King County are included in Exhibit A.

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

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

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

SECTION 7. HEALTH CARE.

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

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

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

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

If a Contract Agency Inmate is admitted to a hospital, the Contracting Agency will be responsible for hospital security unless other arrangements are made with SCORE. SCORE, in its sole discretion, may provide hospital security services for an additional charge as provided in Exhibit A.

SECTION 8. DETAINERS.

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

SECTION 9. RELEASE OF HOLDS AND COURT APPEARANCES.

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

SECTION 10. ESCAPE; DEATH.

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

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

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

SECTION 11. REPORTING AND INSPECTION.

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

SECTION 12. TECHNOLOGY.

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

SECTION 13. BILLING AND PAYMENT.

SCORE shall provide the Contract Agency with monthly statements itemizing the name of each Contract Agency Inmate, the number of days of housing, including the date and time booked into the SCORE Facility and date and time released from SCORE and itemization of any additional charges including a description of the service provided, date provided and reason for service. Payment shall be due to SCORE within 30 days from the date the bill is received. SCORE may bill the Contract Agency electronically. Payments not received by the 30th day shall bear interest at the rate of 1% per month until payment is received. Any fees or charges for Inmates housed on charges from multiple agencies (including but not limited to outside medical care) will be divided equally among those agencies.

SECTION 14. BILLING DISPUTE RESOLUTION.

The Contract Agency must provide written notice of dispute to SCORE within 60 days of billing and other disputed charges. SCORE shall respond in writing to such disputes within 60 days of receipt of such disputes. SCORE and the Contract Agency shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, either Party may refer the dispute to the SCORE Operations Board for resolution. The decision of the SCORE Operations Board is the final internal administrative remedy the Contract Agency must exhaust before pursuing other contractual, legal, equitable, or alternative dispute resolutions.

SECTION 15. INDEPENDENT CONTRACTOR.

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

SECTION 16. HOLD HARMLESS, DEFENSE, AND INDEMNIFICATION.

SCORE shall hold harmless, defend, and indemnify the Contract Agency, its elected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited

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

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

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

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

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

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

SECTION 17. INSURANCE.

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

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

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

SECTION 18. TERMINATION.

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

SECTION 19. RECORDS.

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

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

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

SECTION 21. HIPAA AND HITECH COMPLIANCE.

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

SECTION 22. EQUAL OPPORTUNITY.

Neither Party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, veterans and military status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of any applicable federal law, Washington State Law Against Discrimination (chapter 49.60 RCW) or the Americans with Disabilities Act (42 USC 12110 *et seq.*).

SECTION 23. MISCELLANEOUS.

- A. Real or Personal Property. It is not anticipated that any real or personal property will be acquired or purchased by the Parties solely because of this Agreement.
- B. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by a Party to any other person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the assigning Party stated herein.
- C. Non-Waiver. The failure of either Party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
- D. Severability. If this Agreement, or any portion of this Agreement, is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises between the Parties under any of the provisions of this Agreement, resolution of that dispute shall be available only through the jurisdiction, venue and rules of the King County Superior Court, King County, Washington.

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

SECTION 24. EXECUTION.

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

THIS AGREEMENT is hereby effective as of the Commencement Date.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

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

Attention: Executive Director Devon Schrum

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: 206-257-6262

Telephone:

Fax: 206-257-6310

Fax:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

DESIGNED REPRESENTATIVES FOR PURPOSES OF
THIS AGREEMENT:

Name:

Name:

Title:

Title:

Exhibit A

FEES AND CHARGES AND SERVICES

Daily Housing Rates:¹

General Population – Guaranteed	\$128.00	Number of Beds: _____
General Population – Non-Guaranteed	\$184.00	

Daily Rate Surcharges:²

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

Health Care Services:³

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

Transportation Fees:

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

Security Services:

Hospital Security	\$65.00/per hour
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Video Court:

In-Custody Arraignment	Included
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Other Terms & Conditions:

¹ Guaranteed Bed Rate

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

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

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

Exhibit B

WARRANTS/OTHER COURT ORDERS/DETAINERS

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

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

Exhibit C

PREA ACKNOWLEDGMENT - CUSTODIAL AND SEXUAL MISCONDUCT

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

Exhibit D

MEDICAL ACCEPTABILITY

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

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

Exhibit E

PROPERTY

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

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

Exhibit F

CLASSIFICATION

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

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

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

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

Exhibit G

BORROWING

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

1. If a Contract Agency requests the transport of another contracting agency’s Inmate from SCORE the requesting agency must notify each agency with rights to custody of the Inmate, and if each agency with rights to custody of the Inmate notifies SCORE in writing (e-mail) of its approval, SCORE shall provide the requested transport to the requesting agency. SCORE will complete a custody transfer form that lists all outstanding detainers. The custody transfer paperwork will accompany the Inmate.
2. Once custody of the Inmate has been transferred to the requesting agency, it is the responsibility of the requesting agency to determine whether the Inmate shall be returned to the custody of SCORE, and if so, the requesting agency shall make all necessary and proper arrangements with SCORE and any agency with rights to custody of the Inmate, for the Inmate’s return according to the terms of this Agreement. The requesting agency, to the full extent permitted by law, defend, indemnify, save and hold harmless SCORE as provided in Section 16 of the Agreement.
3. SCORE will not track the Inmate once he or she has left the SCORE Facility.
4. If the Inmate is returned to the custody of SCORE, the requesting agency shall provide SCORE with sentencing/charge information. The requesting agency shall supply all pre-sentence, and post-sentence paperwork from agreeing agencies that authorized the borrowing of the Inmate. This will aid SCORE in determining split billing and release dates.
5. SCORE will transport the Inmate only to an agency that also contracts with SCORE for Inmate housing.

AMENDMENT TO ORIGINAL AGREEMENT FOR INMATE HOUSING

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR INMATE HOUSING dated as of _____, 2021 (hereinafter "Amendment to Original Agreement") is made and entered into by and between the **SOUTH CORRECTIONAL ENTITY**, a governmental administrative agency formed pursuant to RCW 39.34.030(3) ("SCORE") and the _____ (hereinafter the "City" and together with SCORE, the "Parties" or individually a "Party"). This Amendment to Original Agreement is intended to supplement and amend that certain Interlocal Agreement for Inmate Housing between the Parties dated _____, as it may have been previously amended (the "Original Agreement"). The Parties hereto mutually agree as follows:

1. **EXHIBIT A. FEES AND CHARGES AND SERVICES.** Per section 4 (Compensation) of the Original Agreement is hereby amended to include the following:

Daily Housing Rates

General Population – Guaranteed Beds	\$131.84	No. of Beds: _____
General Population – Non-Guaranteed Beds	\$189.52	

Daily Rate Surcharges:

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

<u>Booking Fee</u>	\$35.00
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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.

2. **SECTION 1. DEFINITIONS:**
 - a. **Commencement Date.** The bed rates provided for in Section 1 of this Amendment to Original Agreement shall become effective **January 1, 2022**. This Amendment to Original Agreement may be executed in any number of counterparts.
3. **RATIFICATION AND CONFIRMATION.** All other terms and conditions of the Original Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Parties have executed this Amendment to Original Agreement as of the date first mentioned above.

SOUTH CORRECTIONAL ENTITY

Contract Agency Name

Signature

Signature

Date

Date

ATTESTED BY:

Signature

NOTICE ADDRESS:

NOTICE ADDRESS:

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

Attention: Devon Schrum, Executive Director

Attention:

Email: dschrum@scorejail.org

Email:

Telephone: (206) 257-6262

Telephone:

Fax: (206) 257-6310

Fax:

DESIGNATED REPRESENTATIVE FOR PURPOSES OF
THIS AGREEMENT:

DESIGNATED REPRESENTATIVE FOR PURPOSES
OF THIS AGREEMENT:

Name: Devon Schrum

Name:

Title: Executive Director

Title:

ATTACHMENT C: BACKGROUND INFORMATION

SCORE ILA HISTORY and SERVICES

The City began contracting with SCORE in 2014. The original contract, which expired on December 31, 2019, was amended annually to establish guaranteed and non-guaranteed daily rates for inmate housing for the upcoming year. In addition to inmate housing, the original ILA with SCORE included the use of specialty beds as needed, at no additional charge. Guaranteed bed rates were offered at a reduced cost (the City pays for a set number of beds and SCORE guarantees this number of beds will be available to the City) or a non-guaranteed bed rate (the City pays for the beds used and SCORE does not guarantee beds will be available for City use).

The City signed a new contract with SCORE which commenced on January 1, 2020. This contract contains the same guaranteed bed and non-guaranteed bed rate structure but also added three (3) surcharges for specialty bed use. For specialty bed assignments, SCORE health service providers make a clinical determination, based on an assessment, of the need for an inmate to be detained in general housing or in one of the three specialized beds at the facility.

- Medical – Acute Beds are for inmates needing the level of medical services and housing provided in SCORE's medical clinic.
- Mental Health – Residential Beds are for inmates needing ongoing mental health care services and specialized housing in SCORE's mental health residential unit.
- Mental Health – Acute Beds are for inmates needing the level of psychiatric services and specialized housing in SCORE's mental health acute unit.

For detailed information see Attachment D: SCORE Jail Services Brochure

SCORE HOUSING RATES

The following table shows SCORE inmate housing rates for 2020, 2021, and 2022

Daily Housing Rates	2020 RATES	2021 RATES	2022 RATES
Guaranteed Bed Fee	\$128.00	\$128.00	131.84
Non-Guaranteed Bed	184.00	184.00	189.52
Medical Acute Bed – Surchage	217.00	217.00	217.00
Mental Health Residential Bed - Surchage	159.00	159.00	159.00
Mental Health Acute Bed - Surchage	278.00	278.00	278.00
Booking Fee	N/A	Waived	35.00

CITY OF REDMOND JAIL USE AND BUDGET

The City is required by law to provide Inmate Housing for misdemeanants under RCW 39.34.180. The SCORE ILA for Inmate Housing allows the City to fulfill this requirement by offering a set number of guaranteed beds, at a reduced rate. If we exceed the guaranteed number of beds, then the City pays the non-guaranteed rate for those beds. The City's Average Daily Population (ADP) for inmate housing at SCORE has fluctuated from nine (9) in 2018, thirteen (13) in 2019, ten (10) in 2020, and nine (9) for the first seven (7) months of 2021.

In the previous 12 months (August 2020 through July 2021), the City used 3,518 beds for inmate housing at SCORE for a daily average of 9.6 beds per day. For 2022, the City agrees to pay for ten (10) guaranteed beds for inmate housing at SCORE for a total cost of \$481,216.

Specialty bed use assignments and associated fees for the previous twelve-month period (August 2020 through July 2021) was:

Mental Health Residential Beds	443 used @ \$159	\$70,437
Medical Acute Beds	399 used @ \$217	\$86,583
Mental Health Acute Beds	50 Used @ \$278	\$13,900
Bookings (new fee for 2022)	456 total @ \$35	<u>\$15,960</u>
Total Additional Charges for this period		\$186,880

PROJECTED SCORE SERVICES COSTS FOR 2022

Total cost for ten (10) guaranteed daily beds for 2022	\$481,216
Total Estimated Surcharges and fees for 2022	<u>\$186,880</u>
Total estimated cost for 2022	<u>\$668,096</u>
2022 SCORE Services Budget	<u>\$827,000</u>



OVERVIEW

SCORE and its seven Member Cities comprised of Auburn, Burien, Des Moines, Federal Way, 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 inmate services. Our service providers specialize in meeting specific needs of an incarcerated population. Inmates at SCORE have the opportunity to connect with more than fifty organizations in the region.

INCLUDED SERVICES

Booking Services

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

In-Custody Escorts

Custody escorts inmates to video court hearings and medical appointments.

Video Court

Video Court allows inmates to appear in court without being transported outside the facility. This reduces transportation costs and reduces the security risk associated with transporting inmates outside the secure facility. This service is available to all agencies except DOC and US Marshals.

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.

Court Borrows

SCORE facilitates access to inmates for multiple court appearances during an inmates' stay. Requesting agencies may be charged a fee.

Specialized Housing

Dedicated living units specializing in:

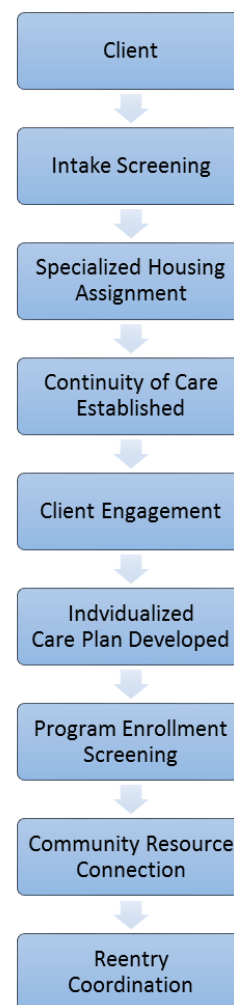
- Mental Health
- Detoxification
- Medical Observation

Hospital Security

Custody Escort in a hospital setting for a fee.

SCORE SINGLE CARE PLAN

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



"NaphCare exists to improve the lives of our patients by administering competent, caring healthcare solutions in an environment of respect and professionalism. We want to lead the correctional healthcare industry forward through the continuous development of our proactive, preventative approach to care delivery."

- NaphCare Mission Statement



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 inmates receive screenings at intake that include a receiving screening, health assessment, mental health screening, and Tuberculosis screening. All inmates receive each of these screenings before entering the general population. NaphCare utilizes an Electronic Health Records System (EHR), TechCare, which makes providing care more efficient.

DENTAL HEALTH

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

- Dental education video to all inmates (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 inmates with non-emergent medical needs. Preventative treatment plans are also developed.

X-RAY SERVICES

SCORE provides medical x-ray services to all inmates. 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.

FLU SHOTS

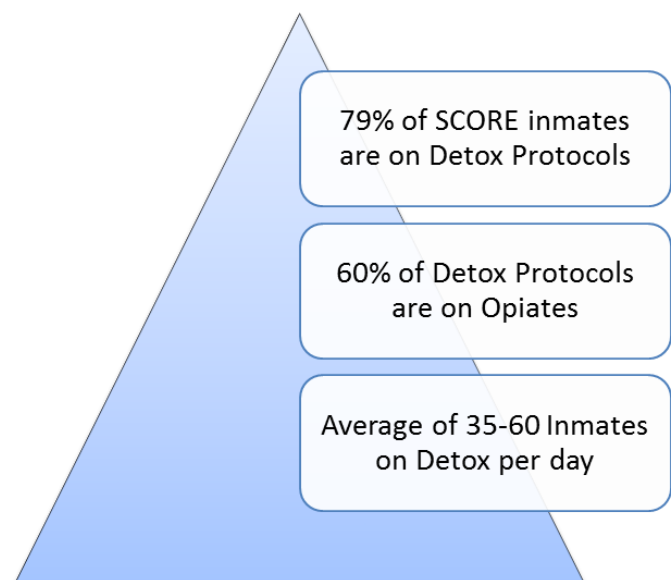
Flu shots are provided for all chronic care inmates for the prevention of complications with illnesses. This is provided free of charge to all agencies and is covered by our medical provider contract. SCORE is the only facility to provide this for free.

OXYGEN CAPABLE ROOMS

SCORE has designated four (4) Oxygen Capable Rooms in medical housing enabling inmates to be on continuous oxygen should their diagnosis require it.

MEDICAL ISOLATION ROOMS

SCORE has designated five (5) isolation rooms in medical for inmates with contagious illnesses.





DETOX MONITORING

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

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

- NaphCare provides treatment continuation for individuals enrolled in an outside Methadone program. SCORE averages approximately 15-20 inmates per day. Enrollment is confirmed by medical documentation brought in by the inmate 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 approximately an 86% success rate for 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 NaphCare 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 inmate 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.
- Inmate must be clean for 72 hours.
- Courtesy dosing is provided by onsite medical staff once medication is verified.

Vivitrol

- NaphCare offers Vivitrol as a drug treatment option.
- First dose in-house by NaphCare. 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 inmates 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 (EHR), which allows providers to electronically flag an inmate'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 inmates with suicidal tendencies, as well as acute and chronic behavioral health issues rapidly.

Information entered in NaphCare's EHR System alerts the clinical staff to take action, such as:

- Contacting custody about an issue and/or
- Placing an inmate 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 inmates 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 inmates 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 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 Opioid Treatment Network.

- SCORE MAT Program funding per year \$363,000
- Year 1 funding awarded (1/2019 to 9/29/2019)
- Year 2 funding pending (9/30/2019 to 9/29/2020)

LIBRARY SYSTEM

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



Memorandum

Date: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-461

Type: Committee Memo

TO: Committee of the Whole - Public Safety

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:

2022 Detention Rates for Inmate Housing at King County Jail Facilities

OVERVIEW STATEMENT:

This is information only. As this is a current contract, action is not required by the Council. 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.

☒ **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, 2022.
- **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 2022 budget for King County Jail Services is \$40,000.00

☐ **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
N/A	None proposed at this time	N/A

Time Constraints:

The detention rates are effective January 1, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

n/a

ATTACHMENTS:

Attachment A: King County JSA 2021-2022

Attachment B: 2022 King County Jail Services Rates

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

THIS AGREEMENT is effective as of January 1, 2021 ("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.):
 - 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.
 - 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 1.26. 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.
- 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: Infirmary 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, 2022. This Agreement shall supersede all previous contracts and agreements between 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 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, 2022.
- 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, 2022.
- 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 FAX Number: 206-296-3435

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, 2022, 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 11.11 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 6.4, 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 6.4, 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 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

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.

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.

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.
- 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 their 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.

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 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 7/1/21 0700	Released 7/3/21 0700
	Number of Inmate days = 2	

Two-day sentence served on non-consecutive days:

John Doe	Booked 7/1/21 0700	Temporary Release 7/2/21 0700
	Return to Jail 7/8/21 0700 Number of Inmate days = 2	Released 7/9/21 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

2021 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, 2021**, and for the remainder of the calendar year 2021, **excluding** any adjustments for Capital Expenditure Charges, will be **\$204.30**. When combined with the Capital Expenditure Charges, the Maintenance Charge for calendar year 2021 is **\$210.19**. The Maintenance Charge shall be inflated in 2022 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 1.16). By August 15 of 2021, DAJD will estimate the total number of Inmate Days for 2022, and provide notice to the City of the Capital Expenditure Charge to be included in the Maintenance Charge for 2022.
 - 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, 2021, and continuing through calendar year 2021, the Capital Expenditure Charge for ISP for the City is \$4.90 and the Capital Expenditure Charge for the CSSP is \$0.99, for a combined total Capital Expenditure Charge of \$5.89 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, 2021 and for the remainder of the calendar year 2021 will be initially set as follows:
 - i. The **Base Booking Fee** shall be **\$149.31**. 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 **\$219.16**. 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 2022, the City must either provide a court order not later than July 1, 2021 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 2022 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, 2021, through December 31, 2021, and shall be inflated for 2022 as described in Section 5 below.

- a. **Infirmiry Care.** For Medical Inmates, the City shall pay an Infirmiry Care Surcharge of **\$316.35** for each Surcharge Day.

- b. **Non-Acute Psychiatric Care.** For Non-Acute Psychiatric Inmates, the City shall pay a Psychiatric Care Surcharge of **\$96.99** for each Surcharge Day.
- c. **Acute Psychiatric Care.** For Acute Psychiatric Inmates, the City shall pay an Acute Psychiatric Care Surcharge of **\$254.48** for each Surcharge Day.
 - i. The **Acute Psychiatric Surcharge** for each Surcharge Day shall be **\$351.47**.
 - ii. The **Psychiatric Care Surcharge** for each Surcharge Day of **\$96.99** is added to the Acute Psychiatric Housing surcharge for a total Acute Psychiatric Care Surcharge of **\$351.47**.
- 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 **\$72.94** 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, 2022, 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:

- i. Infirmarary 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 	<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>

JHS Infirmary 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 Infirmary. 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 infirmary care following assessment by a physician or nurse practitioner and then monitored daily by provider and nursing staff. Discharge from the infirmary 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 infirmary care for the duration of their incarceration.</i></p>

From: [Schackman, Tami](#)
To: [Martin Fuller](#)
Subject: 2022 King County Jail Services Rates
Date: Friday, August 13, 2021 4:58:24 PM
Attachments: [image002.png](#)

External Email Warning! Use caution before clicking links or opening attachments.



King County

Department of Adult and Juvenile Detention

Directors Office
500 Fifth Avenue
Seattle, WA 98104

August 15, 2021

City of Redmond,

This letter is to provide you with 2022 detention rates, effective January 1, 2022, 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 COVID-19 population restrictions, the Department of Adult and Juvenile Detention is only employing basic annual inflation in 2022, rather than implementing a full cost reset.

Rates effective January 1, 2022 through December 31, 2022

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 2022, the debt service for the Courthouse Seismic Stabilization Project (CSSP) is \$0.93 and the debt service for the Integrated Security Project (ISP) is \$4.63. For the period of January 2022 through December 2022, the rates are as follows:

Other Cities	2021 Base Rate ¹	Annual Increase ²	CPI W ²	Base Rate before Debt Svc.	CSSP ³	ISP ³	2022 Final Rate
Daily Maint	\$ 204.30	1.50%	6.30%	\$ 220.24	\$ 0.93	\$ 4.63	\$ 225.80
Booking - Standard	\$ 219.16	1.50%	6.30%	\$ 236.26			\$ 236.26
Booking - Reduced	\$ 149.31	1.50%	6.30%	\$ 160.96			\$ 160.96
Acute Psych Housing ⁴	\$ 254.48	1.50%	6.30%	\$ 274.33			\$ 274.33
Psych Other ⁴	\$ 96.99	3.00%	6.30%	\$ 106.01			\$ 106.01
Infirmery	\$ 316.35	3.00%	6.30%	\$ 345.77			\$ 345.77
1 on 1 Guarding Hrly	\$ 72.94	1.50%	6.30%	\$ 78.63			\$ 78.63

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 = Integrated Security Project.

⁴ Exhibit III Section 3 c. Acute Psychiatric Care (Psych Unit) is comprised of the Acute Psychiatric Housing Surcharge and the Psych Care (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: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-456

Type: Committee Memo

TO: Committee of the Whole - Public Safety

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:

Mutual Aid provided for Issaquah Police Department 911 Communications

OVERVIEW STATEMENT:

The Issaquah Police Department 911 Communications Center no longer has sufficient staff to operate. Issaquah Police provides 911 call-taking and dispatch services to Issaquah and the contract cities of Snoqualmie and North Bend. Redmond Police Communications has agreed to provide mutual aid to Issaquah Police by hosting remaining Issaquah Police Communications personnel at the Redmond facility. Issaquah will continue to provide dispatch services as staffing allows and both cities will share responsibility for the answering of emergency calls. The term of this agreement is 5 months (9/1/2021 - 1/31/2022) while Issaquah considers long term plans for their communications function. Redmond is developing a long-term proposal to provide contract 911/dispatch services for Issaquah's consideration.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
King County ILA with City of Issaquah for PSAP Operations
King County ILA with City of Redmond for PSAP Operations
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

N/A

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:

Proposed start-up cost for this project is \$34,018. Ongoing personnel costs and start-up cost will be reimbursed by Issaquah monthly.

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:

Additional costs may be needed to allow Issaquah, Snoqualmie, and North Bend field personnel to view incidents in real time. Any costs associated with that will be reimbursed by Issaquah.

Funding source(s):

General Fund

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	Meeting	Requested Action
N/A	None proposed at this time	N/A

Time Constraints:

The mutual aid began September 1, 2021.

ANTICIPATED RESULT IF NOT APPROVED:

Information Only

ATTACHMENTS:

None



Memorandum

Date: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-466

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Tim Gately	Captain
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TITLE:

Police Department One-Time Monies to Offset Costs Related to Criminal Justice Legislation (SB 5092)

OVERVIEW STATEMENT:

This is for information only. A budget adjustment may be brought forward from Finance at a later date. As a result of the 2021-2023, State of Washington operating budget, the City of Redmond received approximately \$281,000 in one-time general funding to offset the costs of criminal justice-related legislation enacted between January 1, 2020, and June 20, 2021. The Police Department has identified less lethal equipment and training options to ensure compliance with appropriate police de-escalation techniques to include Taser upgrades, Bola Wrap, and Virtual Reality training systems.

☐ **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 police department wants to ensure the safety of the community and staff when responding to critical incidents requiring appropriate de-escalation techniques while providing the most current and functional training and equipment. The department anticipates allocating these funds as follows:

- **BolaWrap:** The Wrap can safely & humanely restrain resisting subjects from a distance without relying on pain compliance and while keeping all involved safe. When used to control subjects in a mental or drug-impaired crisis, this tool enables officers to keep the community safe and get people the help they need without causing injury. [Link to BolaWrap website <https://wrap.com/bolawrap/>](https://wrap.com/bolawrap/). (\$7,000)
- **Virtual Reality (VR):** Axon VR Training provides comprehensive real-world training paired with Taser and other weapons systems to ensure training, coaching, and development for critical incidents. Empathy insights, critical thinking, analytical, and de-escalation skills training are provided. Officer preparedness and tools to identify and address the psychological impacts of the public safety profession are addressed. [Link to Axon VR Training website <https://www.axon.com/training/vr/>](https://www.axon.com/training/vr/). (\$83,000)
- **Taser 7 upgrades:** Upgrading to Axon Taser 7 provides for the most current platform, integrates with use/training records, and integrates with the Virtual Reality training system. [Link to Taser 7 website <https://www.axon.com/products/taser-7/>](https://www.axon.com/products/taser-7/). (\$191,000)

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:
\$281,000

Approved in current biennial budget: ☐ Yes ☒ No ☐ N/A

Budget Offer Number:
Was not included in adopted budget.

Budget Priority:
Safe & Resilient

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

If yes, explain:
N/A

Funding source(s):

State of Washington Operating Budget, SB 5092 (2021-2023 Operating Budget, Section 739, page 507).

Budget/Funding Constraints:

Distributed in July 2021 must be used to offset costs generated by law enforcement and criminal justice-related legislation enacted between January 1, 2020, and June 30, 2021. Finance may bring forward a budget adjustment for the revenue and expense in 2022.

☐ **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
N/A	None proposed at this time	N/A

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



Memorandum

Date: 9/21/2021

Meeting of: Committee of the Whole - Public Safety

File No. CM 21-453

Type: Committee Memo

TO: Committee of the Whole - Public Safety

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files	425-556-2166
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DEPARTMENT STAFF:

Executive	Jenny Lybeck	Sustainability Program Manager
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TITLE:

Work Plan Adjustment for Climate Emergency Topic

OVERVIEW STATEMENT:

During the September 7, 2021, Business Meeting, Council voted to add climate emergency as a standing agenda topic on the Public Safety Committee of the Whole meeting. Council raised two items for further discussion, including:

1. *Structural changes necessary to add sustainability to the Public Safety Committee Work Plan.* The current Work Plan is included as Attachment A. Any changes to the Work Plan through the remainder of the year must be approved by the Committee Chair and should be coordinated with the Chief of Police and Fire Chief. Committee structures, including naming and work plans, will be reevaluated and discussed at the October 12, 2021 Study Session.
2. *Sustainability work plan topics to guide future agendas.* A summary of topics discussed by Council is included in Attachment B. An overview of Environmental Sustainability Action Plan and Climate Emergency Declaration-related topics that will be covered during upcoming Study Sessions and Business meetings is also included for reference in Attachment B.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information** ☒ **Provide Direction** ☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Public Safety Committee of the Whole Work Plan, Climate Emergency Declaration, Environmental Sustainability Action Plan
- **Required:**
N/A

- **Council Request:**
During the September 7, 2021, Council Business Meeting, Council voted to add climate emergency as a standing item on the Public Safety Committee of the Whole meeting agenda.
- **Other Key Facts:**
N/A

OUTCOMES:

Per Council's direction, climate emergency topics has been placed on the Public Safety Committee of the whole agenda for further discussion. Attachment B outlines potential topics that could be highlighted for Council consideration.

In October, staff will bring to the Council options for restructuring the Committees of the Whole and the pros and cons of each option as well as a recommendation and timeline for moving forward.

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:
N/A

Approved in current biennial budget: ☐ Yes ☐ No ☒ N/A

Budget Offer Number:
N/A

Budget Priority:
Healthy and Sustainable

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

If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/24/2021	Study Session	N/A
9/7/2021	Business Meeting	N/A
9/14/2021	Study Session	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
10/19/2021	Committee of the Whole - Public Safety	Provide Direction

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Public Safety Work Plan

Attachment B: Planned ESAP Updates and Possible Work Plan Topics



City of Redmond City Council

Public Safety Committee: 2020-2021 Committee Workplan

Quarter	Fire	Police
1 st	<p>Reports:</p> <ul style="list-style-type: none"> Quarterly Performance Measurement* <p>Presentations:</p> <ul style="list-style-type: none"> Operations/Special Unit* Emergency Management* Fire prevention program* 	<p>Council Action:</p> <ul style="list-style-type: none"> PSAP Agreement <p>Presentations:</p> <ul style="list-style-type: none"> Unmanned Aerial System
2 nd	<p>Reports:</p> <ul style="list-style-type: none"> Advanced Life Support International Fire Code Update Quarterly Performance Measurement* Save vs. Loss* <p>Presentations:</p> <ul style="list-style-type: none"> Operations/Special Unit* Emergency Management* Fire prevention program* <p>Event: EMS Week</p>	<p>Council Action:</p> <ul style="list-style-type: none"> ID Theft Task Force Interlocal LWSD – SRO Contract Police Functional Plan 2020-2040 (<i>Staff Report & Study Session</i>) <p>Presentations:</p> <ul style="list-style-type: none"> Community Police Academy Eastside Pathways <p>Proclamations:</p> <ul style="list-style-type: none"> National Telecommunicator Week (April) Police Week (May)
3 rd	<p>Council Action:</p> <ul style="list-style-type: none"> King County Hazard Mitigation Plan Update Pandemic Flu Plan Update Continuity of Operations Plan/Continuity of Government Plan Update Comprehensive Emergency Management Plan Update Fire Department Master Plan (<i>Tentative</i>) <p>Reports:</p> <ul style="list-style-type: none"> MIH Program (<i>Tentative</i>) 	<p>Council Action:</p> <ul style="list-style-type: none"> MHP/WASPC (Mental Health) Grant Jail Contracts Duvall Dispatch Services Police Functional Plan 2020-2040 (<i>Staff Report & Study Session</i>) <p>Reports:</p> <ul style="list-style-type: none"> 2019 Crime Stat Review <p>Presentations:</p> <ul style="list-style-type: none"> Safe Place <p>Event: National Night Out</p>

Approved May 19, 2020



City of Redmond City Council

Public Safety Committee: 2020-2021 Committee Workplan

	<ul style="list-style-type: none"> Quarterly Performance Measurement – Annual report* Save vs. Loss* <p>Presentations:</p> <ul style="list-style-type: none"> Operations/Special Unit* Emergency Management* Fire prevention program* Regional Partnerships/Outreach Efforts – Training, Prevention, EMD <p>Event: Fire Prevention Week</p>	
4 th	<p>Reports:</p> <ul style="list-style-type: none"> Public Outreach Annual Report Save vs. Loss* <p>Presentations:</p> <ul style="list-style-type: none"> Service Levels Operations/Special Unit* Emergency Management* Fire prevention program* <p>2021 Work Plan</p>	<p>Council Action:</p> <ul style="list-style-type: none"> Police Functional Plan 2020-2040 (<i>Staff Report & Study Session</i>) <p>Presentations:</p> <ul style="list-style-type: none"> Police Foundation ILA
Other	<ul style="list-style-type: none"> Large incident presentations: significant/large-scale incidents debrief Special recognitions: Employee or citizen recognition reports Council Action Items not anticipated in the Work Plan 	<ul style="list-style-type: none"> Body cameras reports CEAT, youth and volunteer program updates Council Action Items not anticipated in the Work Plan

*= Quarterly

Work Plan reflects changes due to the impacts of COVID-19, social distancing, and subsequently adjusted OPMA requirements

Approved May 19, 2020

Attachment B - Planned ESAP Updates and Possible Work Plan Topics

Implementation of both the Environmental Sustainability Action Plan (ESAP) and Climate Emergency Declaration are ongoing cross-departmental efforts that are woven into projects and initiatives across the City. Table 1 includes an overview of planned Study Session or Business Meeting agenda items over the next six months that directly support to implementation of the ESAP and Declaration.

Table 1: Planned ESAP and Climate Emergency Declaration Council Items

Timing	Topic	ESAP Focus Area	Climate Emergency Declaration Objective
September-21	Solid Waste Program Update	Materials Management & Waste	Yes
September-21	Facilities Strategic Maintenance Plan Update	Buildings & Energy	Yes
September-21	Redmond 2050 - Transportation	Transportation & Land Use	Yes
September-21	Cascade Water Alliance Update	Water Management	No
October-21	Zero Carbon Strategy	Climate Change	Yes
October-21	Temporary Construction Dewatering	Water Management	No
October-21	Construction and Demolition (C&D) Policy Development Agreement	Materials Management & Waste	Yes
November-21	Redmond 2050 - Overlake Plan	Transportation & Land Use	Yes
Q4 2021	Tree Canopy Strategic Plan Update	Natural Systems	No
Q4 2021	Data Dashboard	Climate Change	Yes
Q4 2021	2020 Annual Recap and GHG Inventory Update	Climate Change	Yes
Q1 2022	Climate Vulnerability Assessment	Climate Change	Yes
Q1 2022	C&D Policy Engagement Overview	Materials Management & Waste	Yes
Q1 2022	Utility Strategic Plan Informational Update	Natural Systems	No
Q1 2022	2023-2024 ESAC Implementation Priorities	Climate Change	Yes
Q1/Q2 2022	PARCC Plan Update	Natural Systems	No

During the months of August and September, Council discussed topics of interest for possible inclusion in the Public Safety Work Plan. Those topics are summarized in Table 2.

Table 2: Proposed Topics of Interest Discussed by Council

Tree canopy expansion
Bicycle and pedestrian infrastructure expansion
Transportation demand management
Implementation funding mechanisms
Climate resiliency and preparedness
Climate Vulnerability Assessment
Climate Vulnerability Assessment status
Data dashboard
Monthly status updates on ESAP implementation
Divestment of City's investment portfolio
Staff education and training
2023-2024 budget priorities
ESAP update
Metrics and outcomes